MEMBERSHIP INTEREST PURCHASE AGREEMENT

by and among

COLUMBIA CARE INC.,

COLUMBIA CARE LLC,

BEACON HOLDINGS, LLC, MJ BRAIN BANK, LLC, TGS COLORADO MANAGEMENT, LLC AND TGS GLOBAL, LLC,

CINQUE, LLC, KINDRED SPIRITS, LLC, PISI'S, LLC and TWENTY-TWO BLACK, LLC,

and

Kyle Speidell and Eric Speidell, AS SELLER REPRESENTATIVES

Dated as of November 5, 2019

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MEMBERSHIP INTEREST PURCHASE AGREEMENT

This MEMBERSHIP INTEREST PURCHASE AGREEMENT (this "Agreement"), dated as of November 5, 2019 is entered into by and among (i) Columbia Care, Inc., a company continued under the laws of the Province of British Columbia, (ii) Columbia Care LLC, a Delaware limited liability company ("Buyer"), (iii) Beacon Holdings, LLC ("Beacon"), MJ Brain Bank, LLC, TGS Colorado Management, LLC and TGS Global, LLC (collectively, the "Companies"), (iv) the members of the Companies listed on Annex I attached hereto (the "Sellers") and (v) Kyle Speidell and Eric Speidell, as representatives of the Sellers (the "Seller Representative").

RECITALS

WHEREAS, the Sellers together own all (100%) of the issued and outstanding equity interests of the Companies, in the amounts set forth opposite each Seller's name on Annex I (collectively, the "Company Units");

WHEREAS, subject to the terms and conditions set forth herein, at the Closing, Buyer desires to purchase from the Sellers, and the Sellers desire to sell to Buyer, all of the Company Units; and

WHEREAS, concurrently with the execution of this Agreement, and as a condition and inducement to Buyer's and Parent's willingness to enter into this Agreement, certain employees of the Companies (each, an "Offered Employee," and collectively, the "Offered Employees") are executing and delivering employment agreements (collectively, the "Offer Letters"), substantially in the form of Exhibit D, effective as of the Closing Date.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and understandings herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I
Definitions

1.1. Definitions. Each capitalized term used but not otherwise defined herein shall have the meaning set forth in Exhibit A attached hereto. Certain other provisions regarding the construction of this Agreement are set forth in Section 13.8.

ARTICLE II
Membership Interest Purchase; Closing

2.1. Purchase and Sale. Subject to the terms and conditions of this Agreement, at the Closing, each Seller agrees to sell, transfer and assign to Buyer, and Buyer agrees to purchase and acquire from such Seller, all of such Seller's right, title and interest in and to such Seller's Company Units, free and clear of all Liens.

2.2. The Closing. Unless this Agreement is terminated earlier pursuant to Article IX, the closing of the transactions contemplated by this Agreement (the "Closing") shall take place no later than three (3) Business Days after the last of the conditions to Closing set forth in Article VIII

has been satisfied or waived in accordance therewith (other than conditions which, by their nature, are to be satisfied on the Closing Date, but subject to the satisfaction (or waiver) of such conditions), at the offices of Foley Hoag LLP, Seaport West, 155 Seaport Boulevard, Boston, Massachusetts, remotely via the electronic exchange of counterpart signature pages, or at such other location and time as Buyer and the Seller Representative shall agree (the date of the Closing being referred to herein as the "Closing Date").

2.3. Purchase Price.

(a) Purchase Price. The aggregate purchase price (the "Total Purchase Price") to be paid by Buyer for all of the Company Units shall be (i) the Closing Cash Purchase Price, (ii) the Closing Promissory Notes, (iii) the Closing Shares and (iv) the right to receive the Milestone Shares after the Closing pursuant to Section 2.3(d).

(b) Advance. Within 5 days of the date of this Agreement, Parent shall advance $15,000,000 (the "Advance") to TGS Global, LLC ("TGS Global"), pursuant to and in accordance with that certain Advance Agreement among Parent, TGS Global and the Guarantors parties thereto dated as of the date hereof (the "Advance Agreement").

(c) Closing Payments by Buyer. At the Closing, Buyer shall:

(i) Pay the Closing Cash Purchase Price to the Sellers and the Equity Waiver Participants, if applicable, by wire transfer of immediately available funds in accordance with the Proceeds Allocation Schedule.

(ii) Issue to the Sellers and the Equity Waiver Participants, if applicable, promissory notes (the "Closing Promissory Notes") with an aggregate principal balance equal to the Base Promissory Note Principal Balance *less* the balance of the Interim Period Advances as of the Closing *less* the balance of the [redacted] Notes as of the Closing (the "[redacted] Notes Closing Balance") *less* the balance of the Closing Indebtedness *less* the balance of the Working Capital Advances as of the Closing *less* the Closing Overdue Payables *less* the Closing Cash Adjustment Deficiency, in accordance with the Proceeds Allocation Schedule. The Closing Promissory Notes shall bear interest at a rate of [redacted] per annum and have a term of nine (9) months following the Closing Date, with principal installments to be paid in in accordance with the terms thereof.

(iii) Issue to the Sellers and the Equity Waiver Participants, as applicable, the Closing Shares in accordance with the Proceeds Allocation Schedule.

(iv) Pay, on behalf of the Companies, an amount equal to the Closing Transaction Expenses, the Closing Indebtedness and the Notes Closing Balance to the Persons owed such Closing Transaction Expenses, Closing Indebtedness and Notes Closing Balance, respectively, by wire transfer of immediately available funds (A) in the case of the Closing Transaction Expenses, to an account or accounts designated in advance by the Sellers at least three (3) Business Days prior to the Closing Date and (B) in the case of the Closing Indebtedness and the Notes Closing Balance, in accordance with the Payoff Letters.

(d) Milestone Payment. If (i) the Company Revenue for the fiscal year ending December 31, 2020 is at least 10% greater than the Company Revenue for the fiscal year ending

December 31, 2019 and (ii) the Company 2020 EBITDA Margin is greater than or equal to 17.5% (clauses (i) and (ii), the "Milestone"), then, subject to the terms and conditions set forth herein, the Sellers shall receive the Milestone Shares, by Parent issuing to each Seller such Seller's Pro Rata Portion of the Milestone Shares no later than ten (10) Business Days following the date on which the Companies' audited consolidated financial statements for the fiscal year ending December 31, 2020 are issued. Notwithstanding the foregoing, the Parent's obligation to issue any Milestone Shares to a Seller is contingent on such Seller executing and delivering to Buyer a Lock-Up Agreement with respect to such Milestone Shares substantially in the form of the Lock-Up Agreement delivered on the Closing Date with respect to the Closing Shares, and which will further provide that such Seller agrees not to, directly or indirectly, sell, transfer, distribute, pledge, hypothecate or otherwise dispose more than fifty percent (50%) of the Milestone Shares until the date that is no earlier than one hundred and eighty (180) days after the release of the Companies' 2020 audited consolidated financial statements.

(e) Closing Statement. No later than three (3) Business Days prior to the Closing Date, the Sellers shall prepare and provide to Buyer a statement (the "Closing Statement") setting forth the Sellers' good faith estimate of (i) the aggregate amount of Closing Indebtedness, together with a spreadsheet showing the amount of such Closing Indebtedness owing to each creditor, (ii) the aggregate amount of Closing Transaction Expenses, together with a spreadsheet showing the amount of such Closing Transaction Expenses owing to each applicable third party payee, (iii) the [redacted] Notes Closing Balance, (iv) the balance of the Interim Period Advances as of the Closing, (iv) the balance of the Working Capital Advances as of Closing, (v) the Closing Overdue Payables, together with a spreadsheet showing the amount of such Closing Overdue Payables due to each applicable third party payee, (vi) the Closing Cash Adjustment Deficiency, (vii) using the amounts referred to in clauses (i) and (ii), the Closing Cash Purchase Price and (viii) using the amounts referred to in clauses (iii) through (vi), the aggregate principal amount of the Closing Promissory Notes.

(f) Proceeds Allocation Schedule. Not later than three (3) Business Days prior to the Closing Date, the Sellers shall prepare and provide to Buyer a duly completed schedule (such schedule, the "Proceeds Allocation Schedule"), which sets forth for each Seller and Equity Waiver Participant (A) the mailing address, telephone number and email address of such Seller or Equity Waiver Participant, (B) the Pro Rata Portion of such Seller, (C) the portion of the Closing Cash Purchase Price to be paid to such Seller or Equity Waiver Participant, (D) the principal balance of the Closing Promissory Note to be issued to such Seller or Equity Waiver Participant, (E) the number of Closing Shares to be issued to such Seller or Equity Waiver Participant and (F) wire instructions for amounts to be paid to such Seller or Equity Waiver Participant under this Agreement.

(g) Preliminary Versions. The Sellers shall provide drafts of the Closing Statement and the Proceeds Allocation Schedule to Buyer at least three (3) Business Days prior to the Closing Date allocating the Total Purchase Price by Seller and by Company. The Sellers shall provide all supporting documentation, information and access to personnel of the Companies reasonably requested by Buyer in connection with Buyer's review of the preliminary and final Closing Statement and the Proceeds Allocation Schedule. If Buyer objects in good faith to the estimates provided by the Sellers in the Closing Statement or the Proceeds Allocation Schedule, the Sellers will consider in good faith Buyer's comments and, to the extent the Sellers agree in

good faith to any such comments, the Closing Statement and the Proceeds Allocation Schedule, as applicable, shall be modified to incorporate such comments.

2.4. Fractional Shares. No fractional Parent Shares shall be issued to any Person pursuant to this Agreement. Notwithstanding any other provision of this Agreement, the number of Parent Shares to be issued at any time to a Person who would otherwise have been entitled to receive a fraction of a Parent Share shall be rounded down to the nearest whole number.

2.5. Withholding. Buyer shall be entitled to deduct and withhold (or cause to be deducted and withheld) from any amount otherwise payable with respect to this Agreement (including any amounts payable pursuant to Section 2.3) such amounts as may be required to be deducted and withheld therefrom or with respect thereto under the Code, or other applicable U.S. state or local or non-U.S. Tax Law. To the extent that amounts are so deducted or withheld, such amounts (a) shall be timely remitted to the applicable Taxing Authority and (b) shall be treated for all purposes of this Agreement as having been paid to the Person in respect of which such deduction and withholding was made.

ARTICLE III
Representations and Warranties Regarding the Company

Each Seller, jointly and severally, makes to Buyer and Parent the representations and warranties regarding each of the Companies and each of each such Company's Subsidiaries contained in this Article III as of the date hereof and as of the Closing, subject to the exceptions and qualifications disclosed by the Sellers in the written schedules provided to Buyer and Parent, dated as of the date hereof (the "Company Disclosure Schedules"). The term "Company" as used throughout Article III shall be deemed to refer to each of the Companies and each of each such Company's Subsidiaries, except the term "Company" in Section 3.2 and Section 3.3, shall mean each of the Companies and not the Subsidiaries. The Company Disclosure Schedules shall be arranged in sections and subsections corresponding to the numbered and lettered sections and subsections contained in this Article III. The disclosures in any section or subsection of the Company Disclosure Schedules corresponding to any section or subsection of this Article III shall qualify other sections and subsections in this Article III only if indicated by cross-references to such other sections and subsections; provided, however, any one Schedule with respect to any representation, warranty or covenant of such party shall be deemed disclosed for purposes of all other representations, warranties or covenants of such party to the extent that it is reasonably apparent from such disclosure that it also relates to such other representations, warranties or covenants.

3.1. Organization; Good Standing; Power.

(a) The Company is duly organized, validly existing and in good standing under the Laws of the jurisdiction of its formation or organization and is licensed or qualified to conduct its business and is in good standing in each jurisdiction where such licensing or qualification is material to the business it is conducting or the operation, ownership or leasing of its properties (which such jurisdictions are set forth on Schedule 3.1(a)). The Company possesses full power and authority necessary to own and operate its properties and assets and to carry on its businesses as presently conducted and as contemplated to be conducted immediately after the Closing.

(b) The Sellers have made available true, complete and correct copies of the certificate of formation and limited liability company agreement (and any other comparable organizational documents) of the Company, each as amended and in effect as of the date of this Agreement.

3.2. Capitalization.

(a) The authorized equity securities of Beacon, including all membership and limited liability company interests of Beacon, are comprised solely of 100,000 Company Units, of which 100,000 Company Units (i) are issued and outstanding, (ii) are duly authorized, validly issued and fully-paid and (iii) are held and owned beneficially and of record by the Sellers as set forth on Schedule 3.2(a), free and clear of any Liens other than Permitted Liens.

(b) The authorized equity securities of MJ Brain Bank, LLC, including all membership and limited liability company interests of MJ Brain Bank, LLC, are comprised solely of 100,000 Company Units, of which 100,000 Company Units (i) are issued and outstanding, (ii) are duly authorized, validly issued and fully-paid and (iii) are held and owned beneficially and of record by the Sellers as set forth on Schedule 3.2(b), free and clear of any Liens other than Permitted Liens.

(c) The authorized equity securities of TGS Colorado Management, LLC, including all membership and limited liability company interests of TGS Colorado Management, LLC, are comprised solely of 100,000 Company Units, of which 100,000 Company Units (i) are issued and outstanding, (ii) are duly authorized, validly issued and fully-paid and (iii) are held and owned beneficially and of record by the Sellers as set forth on Schedule 3.2(c), free and clear of any Liens other than Permitted Liens.

(d) The authorized equity securities of TGS Global, LLC, including all membership and limited liability company interests of TGS Global, LLC, are comprised solely of 100,000 Company Units, of which 100,000 Company Units (i) are issued and outstanding, (ii) are duly authorized, validly issued and fully-paid and (iii) are held and owned beneficially and of record by the Sellers as set forth on Schedule 3.2(d), free and clear of any Liens other than Permitted Liens.

(e) All transfers and sales of all issued and outstanding Company Units prior to the date hereof have been duly authorized and fully paid and each such transfer and sale is valid. At the Closing, the Sellers shall deliver to Buyer and Parent good and valid title to such issued and outstanding Company Units, free and clear of all Liens other than Permitted Liens. Such issued and outstanding Company Units were offered, issued, sold and delivered in compliance with all applicable Laws governing the issuance of securities and were not issued or transferred in violation of (or subject to) any preemptive rights (including any preemptive rights set forth in the Organizational Documents or other governing documents of the Company), rights of first refusal or offer or other similar rights. Other than the Company Units held by the Sellers or as set forth on Schedule 3.2(e), the Company does not have any outstanding Equity Equivalents. There are no declared or accrued but unpaid dividends or other distributions with respect to any of the Company Units. There are no (x) outstanding obligations of the Company (contingent or otherwise) to repurchase or otherwise acquire or retire any of Equity Equivalents of the Company, or (y) voting

trusts, proxies or other agreements between or among the Company or any of the Company's members with respect to the voting or transfer of any Equity Equivalents of the Company (other than this Agreement). No outstanding Company Units are subject to vesting or forfeiture rights or repurchase by the Company.

3.3. Subsidiaries.

(a) Schedule 3.3(a) contains a true and accurate schedule of each of the Subsidiaries of Beacon as of the date hereof, including each Subsidiary's corporate form, jurisdiction of formation and list of officers, directors and beneficial owners.

(b) Schedule 3.3(b) contains a true and accurate schedule of each of the Subsidiaries of MJ Brain Bank, LLC as of the date hereof, including each Subsidiary's corporate form, jurisdiction of formation and list of officers, directors and beneficial owners.

(c) Schedule 3.3(c) contains a true and accurate schedule of each of the Subsidiaries of TGS Colorado Management, LLC as of the date hereof, including each Subsidiary's corporate form, jurisdiction of formation and list of officers, directors and beneficial owners.

(d) Schedule 3.3(d) contains a true and accurate schedule of each of the Subsidiaries of TGS Global, LLC as of the date hereof, including each Subsidiary's corporate form, jurisdiction of formation and list of officers, directors and beneficial owners.

(e) The Company is not a participant in any joint venture, partnership or similar arrangement. Except as set forth in Schedule 3.3(e), the Company has not made any investment and does not hold or control, directly or indirectly, any interest in any other corporation, partnership, trust, joint venture, limited liability company, association or other business entity. Except as set forth in Schedule 3.3(e), each Subsidiary of the Company is owned, directly or indirectly, 100% by the Company and there are no outstanding subscriptions, options, warrants, commitments, preemptive rights, agreements, arrangements or commitments of any kind relating to the issuance or sale of, or outstanding securities convertible into or exercisable or exchangeable for, any shares of capital stock of any class or other equity interests of any such Subsidiary. Each Subsidiary of the Company is an entity duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization, with full corporate power and authority to conduct its business as is now being conducted and to own or use the properties and assets that it purports to own or use. Each Subsidiary of the Company is duly qualified to do business as a foreign corporation and is in good standing under the laws of each state or other jurisdiction in which either the ownership or use of the properties owned or used by it or the nature of the activities conducted by it makes such qualification or licensing necessary, except where the failure to be so qualified or licensed and in good standing would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

3.4. Authorization; Execution & Enforceability; No Breach.

(a) The Company possesses full legal right and all requisite power and authority, and has taken all corporate actions necessary, to authorize, execute, deliver and perform any Transaction Document to which it is or will be a party and to consummate the transactions

contemplated by such Transaction Document, in accordance with the terms of such Transaction Document, and no other corporate action on the part of the Company is necessary to authorize the execution, delivery and performance of such Transaction Document or the consummation of the transactions contemplated by such Transaction Document. Each Transaction Document to which the Company is a party has been, or will be upon execution thereof, duly and validly executed and delivered by the Company and constitutes, or, upon its execution and delivery will constitute, a valid and legally binding obligation of the Company, enforceable against the Company, in accordance with its terms and conditions, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar Laws affecting creditors' rights generally, and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a Proceeding at law or in equity).

(b) Except for filings, applications, submissions, notices and approvals required under Colorado Cannabis Laws and the filing of a premerger notification and report form under the HSR Act and the expiration or early termination of the applicable waiting period thereunder, no filing with or notice to, and no permit, authorization, registration, consent or approval of, any Government Entity is required on the part of the Company for the execution, delivery and performance by the Company of any Transaction Document to which it is or will be a party nor the consummation of the transactions contemplated by such Transaction Document.

(c) Neither the execution, delivery nor performance by the Company or any Seller of any Transaction Document to which it is or will be a party, nor the consummation of the transactions contemplated by such Transaction Document, will (i) result in a breach or infringement of the terms, conditions or provisions of, (ii) constitute a default under (whether with or without the passage of time, the giving of notice or both), (iii) result in the creation of any Lien (except for a Permitted Lien), (iv) give any Third Party the right to modify, cancel, terminate, suspend, revoke or accelerate or increase any obligation under, (v) result in a violation of, (vi) require the consent, notice or other action by any Third Party under or (vii) create in any Third Party the right to terminate, modify, accelerate, cancel or change any right or obligation or deny any benefit arising under (A) the Organizational Documents of the Company, (B) any Law or Order to the Company is subject or (C) except as set forth on Schedule 3.4(c), any Contract to which the Company is subject.

3.5. Financial Statements.

(a) Schedule 3.5(a) sets forth true, complete and correct copies of (i) the audited consolidated balance sheet of the Companies as of December 31, 2018 and December 31, 2017 and the related statements of income, cash flows and members' equity for the respective years then ended, and (ii) the unaudited consolidated balance sheet (the "Recent Balance Sheet") of the Companies as of September 30, 2019 (the "Recent Balance Sheet Date") and the unaudited statements of income, members' equity and cash flows of the Companies for the nine (9) month period then ended. Collectively, the financial statements referred to in the immediately preceding sentence are sometimes referred to herein as the "Financial Statements." The Financial Statements (including the notes thereto, if any) have been prepared from, and are consistent with, the books and records of the Companies, and fairly present the financial condition of the Companies taken as a whole as of the dates thereof, and the results of operations and cash flows for the periods then ended, and have been prepared in accordance with IFRS or GAAP (other than implementation of

ASC 842 under GAAP) (except that the interim Financial Statements are subject to normal and recurring year-end adjustments, none of which are, individually or in the aggregate, material in amount or effect and do not include footnotes). Since January 1, 2018, there has been no change in any of the accounting (and Tax accounting) policies, practices or procedures of the Company other than implementation of ASC 842 under GAAP and IFRS 16 under IFRS.

(b) The Company has established and adhered to a system of internal accounting controls that are designed to provide reasonable assurance regarding the reliability of financial reporting. There has never been (i) any significant deficiency or material weakness in any system of internal accounting controls used by the Company, (ii) any fraud or other wrongdoing that involves any of the management or other employees of the Company who have a role in the preparation of financial statements or the internal accounting controls used by the Company or (iii) any claim or allegation regarding any of the foregoing.

(c) Schedule 3.5(c) sets forth a list of all Indebtedness of the Company as of the date of this Agreement and identifies for each item of such Indebtedness the outstanding principal and accrued but unpaid interest as of the date of this Agreement.

3.6. Absence of Undisclosed Liabilities. The Company has no Liabilities, except for (a) Liabilities set forth on the Recent Balance Sheet (or notes thereto), or (b) Liabilities that have arisen after December 31, 2018 in the Ordinary Course, and are not, individually or in the aggregate, material in amount, none of which is a Liability resulting from noncompliance with any applicable Law or Permits, breach of contract, breach of warranty, tort, infringement, misappropriation, dilution or action.

3.7. Absence of Changes.

(a) Since December 31, 2018 through the Closing Date, there has not been any change, event or effect which, individually or in the aggregate, has had or would reasonably be expected to have a Material Adverse Effect.

(b) Except as set forth on Schedule 3.7(b), since December 31, 2018 through the Closing Date, the Company has operated in the Ordinary Course and without any material change of policy or procedure, and the Company has not:

(i) incurred or suffered any material loss, damage, destruction or other casualty to any of the assets, properties or rights used or held by the Company (whether or not covered by insurance);

(ii) mortgaged, pledged or subjected to any Lien any of the assets of the Company, except for Permitted Liens;

(iii) entered into, terminated (other than at its stated expiration date), amended in any material respect, suspended or canceled any Material Contract or Permit;

(iv) sold, transferred or otherwise disposed of any assets or rights of the Company, other than sales, transfers or other dispositions made in the Ordinary Course;

(v) (x) cancelled or waived any claim or right or (y) settled or compromised any material actions;

(vi) incurred any capital expenditures in excess of $100,000 individually, or $1,000,000 in the aggregate, other than in connection with the construction projects listed on Schedule 3.7(b)(vi) in accordance with the budget provided to the Buyer prior to the date of this Agreement (the "Construction Projects Budget");

(vii) (x) entered into any retention, severance or similar agreement with any Company Employee, (y) entered into any employment or consulting agreement with any Company Employee providing for an annual base salary in excess of $100,000, or (z) authorized or granted any increase in the compensation or benefits of any Company Employee whose annual base salary is greater than $100,000 (whether prior to or as a result of such increase), other than changes to the Employee Benefit Plans; or

(viii) made any change in any method of accounting or accounting practice, including, without limitation, its practices in connection with the treatment of expenses, accounts receivable, accounts payable or valuations of inventory.

3.8. Assets.

(a) The Company has good and valid title to, a valid leasehold interest in, or a valid license or other contractual right to use the properties and assets, tangible or intangible, shown on the Recent Balance Sheet or acquired thereafter (the "Business Assets"), free and clear of all Liens, other than any Permitted Liens. Each Business Asset, as applicable, is free from material defects, has been maintained in accordance with normal industry practice, is in good operating condition and repair (subject to reasonable wear and tear) and is suitable for the purposes for which it is presently used. The Business Assets constitute all of the assets, rights and properties necessary and are sufficient for the conduct of the business of the Company as currently conducted. Except as set forth on Schedule 3.8, all properties used in the operations of the Company are reflected in the Recent Balance Sheet to the extent required by GAAP or IFRS.

3.9. Tax Matters. Except as set forth on Schedule 3.9:

(a) The Company has duly and timely filed all Tax Returns required to be filed by or with respect to it under applicable Laws, and all such Tax Returns are true, complete and correct and have been prepared in compliance with all applicable Laws.

(b) The Company has paid all Taxes due and owing by it (whether or not such Taxes are related to, shown on or required to be shown on any Tax Return), and has properly and timely withheld or deducted and paid over to the appropriate Taxing Authority all Taxes which it has been required to withhold or deduct from amounts paid or owing or deemed paid or owing or benefits given to any employee, stockholder, member, creditor or other Third Party, unless the payment of such Taxes are subject to a good faith dispute with the applicable Taxing Authorities in appropriate proceedings and for which appropriate reserves have been established in accordance with IFRS or GAAP, as applicable.

(c) The Company is not currently the beneficiary of any extension of term within which to file any Tax Return or pay any Taxes, which extension is still in effect (other than valid automatic extensions received in the Ordinary Course).

(d) The Company has not (i) waived any statute of limitations with respect to any Taxes of the Company or (ii) consented in writing to any extension of time with respect to any Tax assessment or deficiency of the Company, which waiver or extension of time is currently in effect. Company has not granted any powers of attorney concerning any Taxes or Tax Returns, which powers of attorney are still in effect.

(e) No Tax audits, investigations, actions, or assessments or administrative or judicial Proceedings are pending or are threatened with respect to the Company, and there are no matters under discussion, audit or appeal which any Taxing Authority with respect to Taxes of the Company.

(f) There are no Liens in respect to Taxes on any of the assets of the Company other than Liens for Taxes not yet due and payable and for which appropriate reserves have been established according to IFRS or GAAP, as applicable, on the Financial Statements.

(g) No claim has ever been made by a Taxing Authority in a jurisdiction where the Company does not file Tax Returns that it is or may be subject to taxation by that jurisdiction, which claim has not been resolved.

(h) The Company (i) has never been a member of an Affiliated Group, (ii) has no Liability for the Taxes of any Person other than itself under Section 1.1502-6 of the Treasury Regulations (or any similar provision of U.S. state or local or non-U.S. Law), as a transferee or successor, by Contract or otherwise, (iii) is not party to or bound by and does not have any obligations under any Tax allocation, Tax sharing, Tax indemnification or other similar Contract and (iv) is not party to any Contract or arrangement to pay, indemnify or make any payment with respect to any Tax liabilities of any stockholder, member, manager, director, officer or other employee or contractor of the Company or any Seller.

(i) Since December 31, 2018, the Company has not made any material change (or filed for or requested any change) in financial or Tax accounting methods or practices or made, changed, revoked or modified any material Tax election, filed any amended Tax Return, settled or compromised any Tax liability, voluntarily approached any Taxing Authority in respect of prior year Taxes (including through any voluntary disclosure process), consented to any claim or assessment related to any Taxes, entered into any closing or other agreement (including any extension or waiver of any statute of limitations), with any Taxing Authority with respect to any Taxes or Tax Returns, or changed its fiscal or Tax year.

(j) The Company will not 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 any (i) change in method of accounting for a taxable period ending on or prior to the Closing Date, (ii) use of an improper method of accounting for a taxable period ending on or prior to the Closing Date, (iii) "closing agreement" as described in Section 7121 of the Code (or any corresponding or similar provision of state, local, or non-U.S.

income Tax Law) executed on or prior to the Closing Date, (iv) intercompany transaction or excess loss account described in Treasury Regulations under Section 1502 of the Code (or any corresponding or similar provision of state, local or non U.S. Tax Law), (v) installment sale or open transaction disposition made on or prior to the Closing Date, (vi) prepaid amount or advance payment received on or prior to the Closing Date, or (vii) election under Section 108(i) of the Code (or any corresponding provision of state, local, or non-U.S. Law).

(k) The Company has not been a resident for Tax purposes in any jurisdiction, other than the jurisdiction of its formation, or is or has had any branch, agency, permanent establishment or other taxable presence in any jurisdiction.

(l) None of the Sellers is a foreign person within the meaning of Treasury Regulation Section 1.1445-2(b).

(m) Beacon is not, has not been, or will not be, on or before the Closing Date, a "United States real property holding corporation" within the meaning of Section 897 of the Code during the five year period ending on the Closing Date.

(n) Each of Beacon, The Green Solution, LLC and Infuzionz, LLC is, and at all times since January 1, 2018, has been, validly treated as a "C" corporation for U.S. federal income tax purposes. At all times from its respective date of formation until December 31, 2017, (i) Beacon was validly treated as an "S" corporation for U.S. federal income tax purposes within the meaning of Section 1361(a)(1) of the Code, and (ii) each of The Green Solution, LLC and Infuzionz, LLC was validly treated as a "qualified subchapter S subsidiary" within the meaning of Section 1361(b)(3)(B) of the Code. Each Company, other than Beacon, The Green Solution, LLC and Infuzionz, LLC, is, and at all times since the date of each such Company's formation has been, validly classified as either a disregarded entity or as a partnership for U.S. federal income tax purposes, and has never been classified as a "publicly traded partnership" within the meaning of Section 7704 of the Code (or any corresponding provision of state, local or non-U.S. Law).

(o) The Company has not engaged in any "listed transaction" within the meaning of Sections 6111 and 6112 of the Code or any similar provisions of U.S. state or local or non-U.S. Law.

(p) The Company has not requested or received a written ruling from any Taxing Authority or signed any binding agreement with any Taxing Authority or made or filed any election, designation or similar filing with respect to Taxes of the Company.

(q) The unpaid Taxes of the Company (i) did not, as of the Recent Balance Sheet Date, exceed the reserve for Tax liabilities (rather than any reserve for deferred Taxes established to reflect timing differences between book and Tax income) set forth on the face of the Recent Balance Sheet (rather than in any notes thereto) and (ii) will not exceed that reserve as adjusted for operations and transactions through the Closing Date in accordance with the past custom and practice of the Company in filing its Tax Returns. All accrued but unpaid Taxes are properly included as current liabilities of the Company as reflected on the Recent Balance Sheet subject to an adjustment for accrued but unpaid Taxes since the Recent Balance Sheet as adjusted

for operations and transactions through the date of this Agreement in accordance with the past custom and practice of the Company.

(r) All holders of profits interests, restrictive stock or other similar interests of the Company made timely and valid elections under Section 83(b) of the Code with respect to the receipt of such interests, and true and correct copies of such elections have been provided to Buyer and Parent.

(s) The Company has duly and timely collected all amounts on account of any sales or transfer taxes, including goods and services, harmonized sales and state, provincial or territorial sales taxes, required by applicable Laws to be collected by it and has duly and timely remitted to the appropriate Taxing Authority any such amounts required by Law to be remitted by it.

(t) Schedule 3.9(t) lists all Tax Returns filed with respect to the Company for taxable periods ended on or after December 31, 2012, identifies those Tax Returns that have been audited, and identifies those Tax Returns that currently are the subject of audit. Sellers have delivered to Buyer and Parent correct and complete copies of all income and other Tax Returns, examination reports and statements of deficiencies assessed against or agreed to by the Company for taxable periods ended on or after December 31, 2012.

(u) The Company neither owns any less than 100% interest in an entity nor is it a party to any contractual arrangement or joint venture or other arrangement that is characterized as a partnership for U.S. federal or applicable state or local Tax purposes. The Company does not own, or have any interest in, any shares of or have an ownership interest of any kind in, any other Person.

(v) No property owned by the Company (i) is "tax-exempt use property" within the meaning of Section 168(h)(1) of the Code; (ii) directly or indirectly secures any debt the interest of which is tax-exempt under Section 103(a) of the Code; (iii) is "tax-exempt bond financed property" within the meaning of Section 168(g) of the Code; (iv) is "limited use property" within the meaning of Rev. Proc. 76-30 or Rev. Proc. 2001-28; (v) is subject to Section 168(g)(1)(A) of the Code; or (vi) is subject to any provision of Tax Law comparable to any of the provisions listed above. No property owned by the Company is (i) required to be treated as being owned by another person pursuant to the so-called "safe harbor lease" provisions of former Section 168(f)(8) of the Internal Revenue Code of 1954, as amended; (ii) subject to a lease under Section 7701(h) of the Code or under any predecessor section; or (iii) subject to a disqualified leaseback or long-term agreement as defined in Section 467 of the Code.

3.10. Contracts.

(a) Schedule 3.10(a) sets forth an accurate and complete list (by each applicable subsection referenced below in this Section 3.10(a)) of each of the following Contracts to which the Company is a party or by which the Company is otherwise bound that has not been fully perform or expired by their respective terms:

(i) any Contract providing for (A) payment by any Person to the Company in excess of $100,000 annually or (B) the purchase of products or services by the Company from any Person in excess of $250,000 annually;

(ii) any Contract entered into with a customer since December 31, 2018 under which the customer placed an individual order for any products and/or services providing for payments to the Company in excess of $50,000;

(iii) any Contract requiring a single capital expenditure of greater than $100,000 entered into since December 31, 2018 or with continuing obligations under such Contract as of the date hereof, other than customary capital expenditures reasonably necessary for completion of the Construction Projects in accordance with the Construction Projects Budget or as contained in the projected statement of cash flows for 2020 prepared by the Company and delivered to Buyer in connection with this Agreement;

(iv) any Contract that involves non-cancelable commitments to make capital expenditures in excess of $100,000 annually;

(v) any Contract establishing any joint ventures, strategic alliance, partnership, sharing of profit arrangement, and minority equity investments;

(vi) any Contract for the employment or service of any officer, individual employee, individual service provider or other Person providing for (A) fixed and/or variable compensation in the aggregate in excess of $150,000 annually, (B) the payment of any severance, retention, change in control or similar payments or (C) commission based arrangements;

(vii) any Government Contract but excluding the Company Permits;

(viii) any unexpired and/or non-terminated Contract or indenture relating to borrowed money or other Indebtedness or the mortgaging, pledging or otherwise placing a Lien on any asset (tangible or intangible) or any letter of credit arrangements, or any guarantee therefor;

(ix) any unexpired and/or non-terminated Contract or indenture under which the Company has (A) created, incurred, assumed or guaranteed (or may create, incur, assume or guarantee) Indebtedness, (B) granted a Lien (other than a Permitted Lien) on its properties or assets, whether tangible or intangible, to secure such Indebtedness or (C) extended credit to any Person (including any loan or advance);

(x) any current Contract under which the Company is a (A) lessee of or holds or operates any personal property, owned by any other Person or (B) lessor of or permits any other Person (other than the Company) to hold or operate any personal property owned or controlled by it;

(xi) any collective bargaining agreement or any other Contract with any labor union, works council, trade association or other agreement or Contract with any employee organization;

(xii) any (A) license, royalty, indemnification, covenant not to sue, escrow, co-existence, concurrent use, consent to use or other Contract relating to any Intellectual Property Rights (including any Contracts relating to the licensing of Intellectual Property Rights by the Company to a Third Party or by a Third Party to the Company) and (B) other Contracts affecting the Company's ability to own, enforce, use, license, or disclose any Intellectual Property Rights (clauses (A) and (B), collectively, "IP Licenses"), *provided* that commercial "shrink-wrap" software and "shrink-wrap" software licenses ("Off-the-Shelf Software Licenses") shall not be required to be set forth on Schedule 3.10(a), but shall constitute Material Contracts;

(xiii) any agent, sales representative, referral, marketing or distribution agreement;

(xiv) any Contract that limits the ability of the Company to engage in any line of business or that contains a covenant not to compete applicable to the Company;

(xv) any Contract that grants "most favored nations" pricing terms or any right of first offer or right of first refusal or exclusivity or any similar requirement to any customer, supplier or vendor;

(xvi) any Contract that contains any "non-solicitation," "no hire" or similar provisions which restrict the Company from soliciting, hiring, engaging, retaining or employing any other Person's current or former employees;

(xvii) any settlement, conciliation or similar agreement entered into in the past three years under which there are continuing obligations or Liabilities on the part of the Company;

(xviii) any Contract for the disposition of any portion of the assets or business of the Company (other than sales of products in the Ordinary Course) or for the acquisition by the Company of the assets or business of any other Person (other than purchases of inventory or components in the Ordinary Course);

(xix) any Contract other than Real Property Leases or customary indemnities in favor of creditors in connection with Indebtedness wherein or whereby the Company has agreed to, or assumed, any obligation or duty to indemnify, reimburse, hold harmless, guarantee, or otherwise assume or incur any obligation or liability and such obligation or duty is uncapped or otherwise not limited (including by reference to standard of conduct) or provides a right of rescission;

(xx) any Contract between or among the Company, on the one hand, and any Seller or any of its Affiliates (other than the Company), on the other hand, or any Contract between the Company, on the one hand, and any current officer, director, manager or employee of the Company (other than employment and employment-related contracts made in the Ordinary Course), on the other hand;

(xxi) any Contract with a value of $50,000 or greater pursuant to which the Company subcontracts work to a Third Party in connection with its business that is not otherwise scheduled hereunder;

(xxii) any stand alone powers of attorney other than attorney-in-fact provisions contained in other Contracts disclosed pursuant to this Section 3.10(a) that grant customary rights to creditors in connection with the grant of security interests; and

(xxiii) any commitment or arrangement to enter into any of the foregoing.

(b) (i) Each of the Contracts set forth or required to be set forth on Schedule 3.10(a) and each of the Real Property Leases (collectively, the "Material Contracts") is in full force and effect and constitutes a valid, binding and enforceable obligation of the Company and the other parties thereto, (ii) the Company is not nor, to the Knowledge of the Company, is alleged to be, in breach of or default in any material respect under any Material Contract, and (iii) no counterparty is in breach of or default in any material respect under any Material Contract. The Company has not received notice of an intention by a counterparty to a Material Contract to terminate such Contract or amend the terms of such Contract, other than in the Ordinary Course. To the Knowledge of the Company, no event or circumstance has occurred that, with notice or lapse of time or both, would constitute an event of default under any Material Contract or result in a termination thereof or would cause or permit the acceleration or other changes of any right or obligation or the loss of any benefit thereunder. The Company has not waived any rights under any Material Contract. The Sellers have caused the Company to provide Buyer (x) a true, complete and correct copy of each written Material Contract, together with all amendments, waivers or other changes thereto, and (y) a true, complete and correct description of the terms and conditions of each oral Material Contract.

3.11. Intellectual Property Rights.

(a) Schedule 3.11(a) sets forth (with the application number/date, registration number/date, next deadline, title or mark, country or other jurisdiction and owner(s), as applicable) a complete and accurate list of all Owned IP that is registered, patented, or the subject of a pending application ("Registered Owned IP"). All Owned IP, including the Registered Owned IP, is valid, subsisting and enforceable. The Owned IP and Licensed Intellectual Property constitute all Intellectual Property Rights used in or necessary to conduct the Company's business as currently conducted. The Intellectual Property Rights owned and, except for Off-the-Shelf Software Licenses, the Intellectual Property Rights used by the Company immediately prior to the Closing will continue to be owned or available for use by the Company on identical terms and conditions immediately after the Closing.

(b) No Proceeding is or has been pending or threatened in writing (or otherwise threatened) that challenges the legality, validity, enforceability, use or ownership of any item of Owned IP or that alleges that the operation of the business of the Company infringes, violates or misappropriates the Intellectual Property Rights of any Person. No operations of the Company or any product, ingredient or process that is used, manufactured, sold or distributed by or for the Company, as such operations are conducted or as such product, ingredient or process is used, manufactured, sold or distributed has infringed, violated or misappropriated the Intellectual Property Rights of any Person. To the Knowledge of the Company no Person is infringing, violating or misappropriating any Owned IP. The Company is not subject to any Order that limits the Company's right to use or enforce the Owned IP, other than any limitations set forth in any registration or application for Owned IP.

(c) The Company (i) exclusively owns and possesses, free and clear of all Liens, other than Permitted Liens, all right, title and interest in and to the Owned IP; and (ii) has the right to use all other Business IP pursuant to a license that is valid and enforceable.

(d) Each employee and contractor of the Company that has made a contribution to the development of any Owned IP either (i) has entered into a contract pursuant to which such Person has assigned to the Company all Intellectual Property Rights and inventions (whether patentable or unpatentable) such Person has conceived, created, authored, developed, or invented in connection with such contribution and which such contract is valid and binding, or (ii) developed such development as a "work made for hire" for the Company or in other circumstances under which, by operation of Law, the Intellectual Property Rights in such development are owned by the Company.

(e) To the Knowledge of the Company in the past twelve (12) months, other than as set forth on Schedule 3.11(e), there have been no material failures, crashes, security breaches or other adverse events affecting the IT Assets used by the Company, which have caused material disruption to the business of the Company. The Company has implemented security, backup, and disaster recovery measures and technology consistent with industry practices and there has been no unauthorized or improper access of the IT Assets. All IT Assets are owned exclusively by the Company, or used pursuant to a valid license.

(f) All data that has been collected, acquired, stored, disposed, processed, maintained, treated or otherwise used by the Company has been collected, acquired, stored, disposed, processed, maintained, treated and otherwise used in compliance with all applicable industry standards and requirements, in each case to the extent applicable to the Company, and the Company's own applicable policies and procedures related to rights of publicity, privacy, data protection, information security, or the collection, use, storage or disposal of personal information collection, used or held for use by the Company in the conduct of their businesses. There has been no loss of, or unauthorized access, use, disclosure or modification of any personal information or of any personal information or of any confidential information. The Company has not received a written notice of noncompliance with applicable data protection Laws, guidelines or industry standards, and no claim or proceeding has been asserted in writing or threatened in writing against the Company alleging a violation of any Person's rights of publicity or privacy or personal information or data rights. The consummation of the transactions contemplated by this Agreement will not breach or otherwise cause any violation of any of the Company's own applicable policies and procedures related to rights of publicity, privacy, data protection, information security, or the collection, use, storage or disposal of personal information collection, used or held for use by the Company in the conduct of their businesses.

3.12. Litigation. Except as set forth in Schedule 3.12 of the Company Disclosure Schedules, (a) there have been no Proceedings (i) pending or to the Knowledge of the Company, threatened against or affecting the Company or its assets, properties or rights or against any of its directors, managers, officers or employees (in each case, in their capacity as such) or (ii) initiated or threated by or on behalf of the Company, and (b) there have been no outstanding Orders to which the Company or any of its Affiliates is a party or to which the Company or any of its Affiliates or its or their assets or properties is or are bound. To the Knowledge of the Company, no event has occurred or circumstances exist that may give rise to, or serves as a basis for, any

such Proceeding or Order.

3.13. Labor Matters.

(a) Schedule 3.13(a) sets forth a list of, as of the date hereof, all employees of TGS Colorado Management, LLC, which is the employee leasing company for the Companies, its Subsidiaries and Affiliates. This list contains (i) the name of the employee and the state in which the employee, as applicable, normally works, (ii) the position, date of hire, accrued vacation, current annual rate of compensation (or with respect to employees compensated on an hourly or per diem basis, the hourly or per diem rate of compensation), including any bonus, contingent or deferred compensation, and estimated or target annual incentive compensation of each such person, (iii) the exempt or non-exempt classification of such person under the Fair Labor Standards Act and any other applicable Law regarding the payment of wages, (iv) the total annual compensation for each listed employee during the fiscal years ending December 31, 2017 and December 31, 2018 (including any bonus, contingent or deferred compensation, including any accrued but unpaid amounts in the listed fiscal year), and (v) the current total annual compensation of each director or manager of the Company (including any bonus, contingent or deferred compensation) if they are not employees of TGS Colorado Management, LLC. Schedule 3.13(a) also contains a complete and accurate list of all of the independent contractors, consultants, temporary employees or leased employees of the Company ("Contingent Workers"), identifying the Company with whom such Contingent Worker is engaged and showing for each Contingent Worker such individual's role in the business, fee or compensation arrangements, notice requirements to terminate the engagement, and other contractual terms with the Company. None of the Companies other than TGS Colorado Management, LLC has any employees.

(b) To the extent that any Contingent Workers are used, the Company has properly classified and treated them in accordance with applicable Laws and for purposes of all wage, hour, classification and Tax Laws and employee benefit plans and perquisites. The Company currently classifies and has properly classified each of its employees as exempt or non-exempt for the purposes of the Fair Labor Standards Act and state, local and foreign wage and hour laws, and is and has been otherwise in compliance with such laws.

(c) The Company is not a party to or otherwise bound by any collective bargaining agreement or relationship with any labor union, works council, trade association or other employee organization (collectively, "Union"). There has never been, nor has there been any threat of, any strike, slowdown, work stoppage, lockout, picket, unfair labor practice charges, grievances or other similar labor dispute affecting the Company or any of its employees. The Company has no duty to bargain with any Union. The Company: (i) has not experienced any strikes, work stoppages, walkouts or other material labor disputes and no such dispute is pending or threatened, (ii) has not committed any material unfair labor practice, (iii) has not experienced any union organizational or decertification activities and no such activities are currently underway or threatened by, on behalf of or against any labor union, works council, trade association or other employee organization with respect to employees of the Company; (iv) has not implemented any plant closing or layoff of employees that could implicate the Worker Adjustment and Retraining Notification Act of 1988, as amended, or any similar foreign, state, provincial or local plant closing or mass layoff Law (collectively, the "WARN Act") or (v) has not been subject to any material pending or threatened, employment-related Proceeding in any forum, relating to an alleged

violation or breach by the Company, or any of its officers or directors of any Law, regulation or Contract, and neither the Company nor its employees, officers, directors or agents have committed any act or omission giving rise to material Liability for any violation or breach identified in this Section 3.13(c).

(d) The Company has paid all wages, salaries, wage premiums, bonuses, vacation pay, commissions, fees, and other compensation due and payable to its current and former employees and Contingent Workers pursuant to applicable Law, Contract or policy and no current or former Contingent Workers may claim status as an employee for payment of any benefits or entitlements, including any unpaid employment tax or government contribution or benefit, as an employee of the Company.

(e) Except as set forth on Schedule 3.13(e), no officer, group of employees or Contingent Workers of the Company (including salespersons) has informed the Company in writing of any plan to terminate employment with or services for the Company, and, to the Company's Knowledge, no such person or persons has any plans to terminate employment with or services for the Company, in either case, within the first twelve (12) months following the Closing Date.

(f) The Company is and has been in compliance in all material respects with all Laws relating to employment or the workplace, including provisions relating to wages, hours, employee classification, collective bargaining, safety and health, work authorization, equal employment opportunity, immigration, U.S. or foreign visa requirements, unemployment compensation, worker's compensation, employee privacy, "right to know," and unlawful discrimination based upon race, color, national origin, religious creed, physical disability, mental disability, sex, age, ancestry, medical condition, marital status, sexual orientation, or other ground protected by applicable Law. No general or system-wide investigation by any Government Entity of the employment policies or practices of the Company is pending or threatened. No general or system-wide litigation, arbitration or administrative proceeding is pending or threatened against the Company relating to its employment policies or practices.

(g) During the past three (3) years, the Company has not been a party to a settlement agreement with a current or former employee that relates primarily to allegations of sexual harassment or sexual misconduct by any employee, officer or director of the Company. During the past three (3) years no allegations of sexual harassment or sexual misconduct have been made to Company against any employee, officer or director of the Company in his or her capacity as an employee, officer or director of the Company.

3.14. Employee Benefits.

(a) Schedule 3.14(a) sets forth a true, complete and correct list of each (i) "employee benefit plan" (as such term is defined in Section 3(3) of ERISA, whether or not subject to ERISA), medical, dental, life insurance, equity or equity-based compensation, stock option, stock purchase, employee stock ownership, bonus or other incentive compensation, employment, consulting, profit sharing, disability, fringe benefit, salary continuation, severance, change in control, retention, retirement, pension, deferred compensation, vacation, sick pay or paid time off plan, program, arrangement or policy, and each other benefit or compensation plan, policy,

agreement (including employment and consulting agreements), program or arrangement, whether oral or written, funded or unfunded, that the Company maintains, sponsors, contributes to or is required to contribute to, or under or with respect to which the Company has any current or potential Liability, including on account of an ERISA Affiliate, (each, an "Employee Benefit Plan" and collectively, the "Employee Benefit Plans").

(b) With respect to each Employee Benefit Plan, the Sellers have provided true, complete and correct copies of, as applicable: (i) the current plan and trust documents, or, if terminated, the plan document and trust as of the plan termination date, with all amendments thereto (or for each Employee Benefit Plan that is not written, a description thereof); (ii) the most recent summary plan description and all related summaries of material modifications; (iii) the most recent determination or opinion letter received from the IRS; (iv) the three (3) most recent annual reports (Form 5500-series, with all applicable schedules and attachments); (v) all current related insurance Contracts, other funding arrangements and administrative services agreements; (vi) all material notices or correspondence from or with any Government Entity since December 31, 2015; and (vii) all other material documents pursuant to which such Employee Benefit Plan is maintained, funded and administered.

(c) Except as set forth on Schedule 3.14(c), each Employee Benefit Plan (and each related trust, insurance Contract or fund) has been established, maintained, funded and administered in accordance with its terms (and the terms of any applicable collective bargaining agreement, if applicable) and in compliance with all applicable requirements of ERISA, the Code and other applicable Laws, including the Patient Protection and Affordable Care Act and the Health Care and Education Reconciliation Act of 2010, as amended, and any guidance issued thereunder ("PPACA"). The Company and each Person that at any relevant time could be, is or has been treated as a single employer with the Company under Section 414 of the Code (each, an "ERISA Affiliate") have complied and are in compliance with the requirements of Part 39 of Subtitle B of Title I of ERISA, Section 4980B of the Code, and any similar state Laws ("COBRA") and PPACA. The Company has not incurred, or is reasonably expected to incur or to be subject to, any Tax, penalty or other liability that may be imposed under PPACA.

(d) Each Employee Benefit Plan that is intended to be "qualified" under Section 401(a) of the Code either has received a current favorable determination from the IRS or may rely upon a current favorable opinion letter from the IRS that such Employee Benefit Plan is so qualified, and nothing has occurred that could adversely affect the qualification of such Employee Benefit Plan.

(e) Except as set forth on Schedule 3.14(e), with respect to each Employee Benefit Plan, all contributions, distributions, reimbursements and payments (including all employer contributions, employee salary reduction contributions, and premium payments) that are due have been made by the Company within the time periods prescribed by the terms of each Employee Benefit Plan, ERISA, the Code and other applicable Laws, and all contributions, distributions, reimbursements or payments for any period ending on or before the Closing Date that are not yet due have been made or properly accrued. No Employee Benefit Plan has any unfunded Liability not accurately reflected on the Financial Statements.

(f) Neither the Company nor any ERISA Affiliate maintains, sponsors, contributes to, has any obligation to contribute to, or has any current or potential Liability under or with respect to (i) any "defined benefit plan" as defined in Section 3(35) of ERISA or any other plan that is or was subject to the funding requirements of Section 412 of the Code or Section 302 or Title IV of ERISA, (ii) any "multiemployer plan" as defined in Section 3(37) or 4001(a)(3) of ERISA, (iii) any multiple employer welfare arrangement (within the meaning of Section 3(40) of ERISA), (iv) any multiple employer plan (as described in Section 413(c) of the Code) or (v) any plan, program or arrangement that provides for post-retirement or post-employment medical, life insurance or other similar benefits (other than health continuation coverage required by COBRA for which the covered Person pays the full cost of coverage). Neither the Company nor any ERISA Affiliate has any current or potential Liability to the Pension Benefit Guaranty Corporation or otherwise under Title IV of ERISA. The Company has no Liability (whether current or contingent) as a result of at any time being treated as a single employer under Section 414 of the Code with any other Person.

(g) Except as set forth on Schedule 3.14(g), all required reports and descriptions (including Form 5500 annual reports, summary annual reports, and summary plan descriptions) have been timely filed and distributed in accordance with the applicable requirements of ERISA and the Code with respect to each Employee Benefit Plan.

(h) With respect to each Employee Benefit Plan, (i) there have been no non-exempt "prohibited transactions" (as defined in Section 406 of ERISA or Section 4975 of the Code), (ii) no "fiduciary" (as defined under ERISA) has any Liability for breach of fiduciary duty or any other failure to act or comply in connection with the administration or investment of the assets of such Employee Benefit Plan, and (iii) no Proceeding (other than routine claims for benefits) is pending or threatened, and there are no facts that would give rise to or could reasonably be expected to give rise to any such Proceeding. No act, omission or transaction has occurred which would result in the imposition on the Company of (A) breach of fiduciary duty liability damages under Section 409 of ERISA, (B) a civil penalty assessed pursuant to subsections (c), (i) or (l) of Section 502 of ERISA or (C) a Tax, penalty or assessment imposed pursuant to Chapter 43 of Subtitle D of the Code.

(i) The Company has correctly classified those individuals performing services for the Company as common law employees, leased employees, exempt or non-exempt employees, independent contractors or agents of the Company, as the case may be, and the Company has no Liability for improper classification of any such individual, including for unpaid overtime or by reason of an individual who performs or performed services for the Company in any capacity being improperly excluded from participating in an Employee Benefit Plan.

(j) The consummation of the transactions contemplated by this Agreement, alone, or in combination with any other event, shall not (i) entitle any current or former employee or other individual service provider of the Company (or the beneficiaries of such individuals) to any severance, change in control, retention, or other payment or benefit under any Employee Benefit Plan or otherwise or (ii) accelerate the time of payment, funding or vesting, or increase the amount of compensation or benefits due to any such employee or other individual service provider (or their beneficiaries), or otherwise give rise to any obligation to fund or any Liability under any Employee Benefit Plan or otherwise. No amount that could be received (whether in cash or

property or the vesting of property) as a result of the execution of this Agreement nor the consummation of the transactions contemplated hereby (either alone or upon the occurrence of any subsequent termination of employment) would result, separately or in the aggregate, in the payment of an "excess parachute payment" within the meaning of Section 280G of the Code or an amount that would be subject to an excise tax under Section 4999 of the Code.

(k) Except as set forth on Schedule 3.14(k), each Employee Benefit Plan that is a "nonqualified deferred compensation plan" (as defined under Section 409A(d)(1) of the Code) has been operated and administered in compliance with, and is in documentary compliance with, Section 409A of the Code and the Treasury Regulations and other official guidance promulgated thereunder. The Company has no indemnity or gross-up obligation on or after the Closing for any Taxes imposed under Section 409A of the Code (or any corresponding provisions of state, local, or foreign Tax Law).

3.15. Compliance with Laws; Permits.

(a) Except with respect to federal Laws relating to the manufacture, use, possession, cultivation, and distribution of marijuana, its cannabinoids, and cannabimimetic agents (including, without limitation, the Controlled Substances Act), the Company is and has been in material compliance with all Laws of any Government Entity applicable to the Company. Except as set forth in Schedule 3.15(a), other than routine, nonmaterial warning letters received from the Colorado Marijuana Enforcement Division (the "Colorado MED") that have been previously addressed in the Ordinary Course and other notices which did not result in any individual fine or sanctions equal to or greater than $1,500 or a temporary suspension of the Company's business for more than 24 hours, the Company has not received any written notice from a Government Entity that alleges that it is not in material compliance with any Law, and the Company has not been subject to any adverse inspection, finding, investigation, penalty assessment, audit or other compliance or enforcement action.

(b) Except as set forth in Schedule 3.15(b)(i), the Company holds and is, and has been, in material compliance with all Permits, licenses, bonds, approvals, certificates, registrations, accreditations and other authorizations of all Government Entities required for the conduct of the business of the Company and the ownership of its properties. Schedule 3.15(b)(ii) sets forth an accurate and complete list of all of such Permits, licenses, bonds, approvals, certificates, registrations, accreditations and other authorizations (collectively, the "Company Permits"), including with respect to each Company Permit: (i) the operations, activities, locations and/or facilities authorized, covered by, or subject to such Company Permit; (ii) the issuer of such Company Permit; (iii) the expiration or renewal date for such Company Permit and (iv) any conditions provided in such Company Permit. All conditions of or restrictions on such Company Permits that may materially affect the ability to perform any cannabis related activity authorized by Colorado law, whether or not embodied in the Company Permit, have been disclosed to representatives of Buyer. Except as set forth in Schedule 3.15(b)(i), each Company Permit is in full force and effect, and is not subject to any pending or threatened administrative or judicial proceeding to revoke, cancel, suspend or declare such Permit invalid. The Company Permits are the only licenses, permits, franchises, authorizations and approvals required for the conduct of the business of the Company as presently conducted. The Company has not violated a material term of any Company Permit or a material condition under which any Company Permit was granted.

All renewals for the Company Permits have been timely applied for and no event or circumstance has occurred or exists that would prohibit or prevent the re-issuance to the Buyer or the Company of any of the Company Permits. All fees and charges with respect to such Company Permits as of the date hereof have been paid in full and will be paid through the Closing Date.

(c) The Company is in good standing with all Government Entities that have jurisdiction over the Company, and has conducted the business of the Company in accordance and compliance with, all applicable Laws in all material respects. Except as set forth on Schedule 3.15(c), (i) the Company has not received any notice from any Government Entity having jurisdiction over its operations, activities, locations, or facilities, of (A) any deficiencies or violations of, or (B) any remedial or corrective actions required in connection with, any Company Permits or their renewal, (ii) no action is being or has been threatened or contemplated with which (X) could reasonably be expected to result in the issuance of any such notice or (Y) could prevent or impair the operations and activities engaged in pursuant to such Company Permits, and (iii) no event has occurred that, with or without notice or lapse of time or both, would reasonably be expected to result in the revocation, suspension, lapse or limitation of any Company Permits. Without limiting the foregoing, neither the Company nor any Company Affiliate has made any bribe, rebate, payoff, influence payment, kickback or other payment unlawful under any applicable Law.

(d) The Company's activities have been and are being conducted in a manner consistent with the following priorities: (i) Preventing the distribution of marijuana to minors; (ii) Preventing revenue from the sale of marijuana from going to criminal enterprises, gangs, and cartels; (iii) Preventing the diversion of marijuana from states where it is legal under state law in some form to other states; (iv) Preventing state-authorized marijuana activity from being used as a cover or pretext for trafficking of other illegal drugs or other illegal activity; (v) Preventing violence and the use of firearms in the cultivation and distribution of marijuana; (vi) Preventing drugged driving and exacerbation of other adverse health consequences associated with marijuana use; (vii) Preventing the growing of marijuana on public lands and the attendant public safety and environmental dangers posed by growing marijuana on public lands; and (viii) Preventing marijuana possession and use on federal property.

(e) To the Knowledge of the Company, any third party Person who is required to have a Permit under applicable law or regulation to provide any cannabis or cannabis-related services for which the Company has hired or engaged with such Person (the "Licensed Providers") has all Permits necessary for the conduct of their business activities involving the Company. Except as set forth on Schedule 3.15(e), (i) the Company has not received any notice from any Government Entity having jurisdiction over the Licensed Providers' operations, activities, locations, or facilities, of (A) any deficiencies or violations of, or (B) any remedial or corrective actions required in connection with any Permit held by a Licensed Provider or their renewal, and (ii) no event has occurred that, with or without notice or lapse of time or both, would reasonably be expected to result in the revocation, suspension, lapse or limitation of any Permit held by a Licensed Provider necessary for its cannabis or cannabis-related activities and operations involving the Company.

(f) Without limiting the foregoing and with the exception of immaterial deficiencies that have previously been remedied in the Ordinary Course (none of which resulted

in any individual fine or sanctions equal to or greater than $1,500 or a temporary suspension of the Company's business for more than 24 hours), the Company has complied and is in material compliance with all state and local laws, rules, regulations and requirements for the operation of the Company to which it is subject, as well as the laws, rules and regulations of any other governmental or quasi-governmental authority, agency, or entity having jurisdiction with respect thereto, except with respect to federal laws regarding the manufacture, possession, sale or distribution of cannabis.

(g) The Sellers have complied with all restrictions on ownership, control, participation in the Company and its business under all applicable Laws and have made no false statement, representation or omission to any Government Entity in connection with the Company, its business, or its Permits.

3.16. Real Property.

(a) Schedule 3.16(a) sets forth the address of each parcel of real property that is owned by the Company (the "Owned Real Property"), and a true and complete list of all real property deeds evidencing ownership of such Owned Real Property. The Owned Real Property is maintained in a manner consistent with standard generally followed with respect to similar properties, and is otherwise suitable for the conduct of the business of the Company as presently conducted in all material respects. The Closing will not affect the continued use and possession of the Owned Real Property by the Company for the conduct of the business as presently conducted. Neither the operation of the Company on the Owned Real Property nor such Owned Real Property, including the improvements thereon, violate in any material respect any applicable building code, zoning requirement or statute relating to such property or operations thereon, and any such non-violation is not dependent on so-called non-conforming use exceptions. The Company has good, clear, record and marketable title to all Owned Real Property, free and clear of all Liens, liabilities, encumbrances and title exceptions or claims other than (i) liens for taxes not yet due and payable, (ii) zoning laws, (iii) Permitted Liens and (iv) utility easements and other of record easements that will not impair or prohibit the use of the Owned Real Property for the cultivation, processing and handling of cannabis and cannabis-related products.

(b) Except as set forth on Schedule 3.16(b), (i) the Company is not a party to or bound by any agreement providing another Person with the right to purchase, lease, or sublease from the Company any Owned Real Property or any portion thereof and there are no options, right of first offer, or rights of first refusal related thereto; (ii) the Company has not leased, subleased, or otherwise granted to any Person the right to use or occupy any Owned Real Property or any portion thereof; and (iii) the Company is not a party to or bound by any agreement providing the Company with the right or obligation to purchase from another Person any real property or any interest in real property.

(c) Except for the amounts payable that are secured by mortgages on the Owned Real Property that will be repaid within ten (10) days after receipt of the Advance and the closing of the sale-leaseback transactions described on Schedule 3.16(b) (the "Sale-Leaseback Transactions"), there is no debt associated with the Owned Real Property.

(d) Schedule 3.16(d) sets forth a true, correct and complete list of all real property leased or licensed by the Company, whether as lessee or lessor (the "Leased Real Property"), each Contract relating to the use and/or occupancy of such Leased Real Property, including all leases, subleases, agreements to lease or other occupancy agreements (written or oral) entered into by the Company, lease guarantees, tenant estoppels, subordinations, non-disturbance and attornment agreements, including all amendments thereto, and all service agreements relating thereto (the "Real Property Leases"). Schedule 3.16(d) also lists (i) the street address of each Real Property Lease parcel; (ii) the landlord under the lease, the rental amount currently being paid, and the expiration of the term of such lease or sublease for each leased or subleased property; and (iii) the current use of such property. The Company has a valid and enforceable leasehold interest in all its Leased Real Property reflected in the Financial Statements or acquired after the Recent Balance Sheet Date. All such properties (including leasehold interests) are free and clear of all Liens, other than Permitted Liens.

(e) The Sellers have delivered or made available to Buyer true, complete and correct copies of all Real Property Leases. Each Real Property Lease is in full force and effect; all rents and additional rents due to date on each Real Property Lease have been paid and neither the Company nor any other party to any such Real Property Lease has received notice of any breach or default or has repudiated any provision thereof. The Company has not received a notice of cancellation or termination with respect to any Real Property Lease. There exists no event that, with notice or lapse of time, or both, would constitute a breach or default by the Company or any other party thereto, under any of the Real Property Leases. The Company is not a sublessor or grantor under any sublease or other instrument granting to any other Person any right to the possession, lease, occupancy or enjoyment of any leased or subleased Real Property.

(f) The Leased Real Property and the Owned Real Property (together, the "Real Property") comprise all of the real property used or intended to be used in, or otherwise related to, the business of the Company. The use and operation of the Real Property in the conduct of the Company's business as currently conducted does not violate in any material respect any Law, covenant, condition, restriction, easement, license, permit or agreement. No material improvements constituting a part of the Real Property encroach on real property owned or leased by a Person other than the Company. There are no Proceedings pending nor to the Knowledge of the Company, threatened against or affecting the Real Property or any portion thereof or interest therein in the nature or in lieu of condemnation or eminent domain proceedings. Neither the whole nor any material portion of any building or material improvement constituting a part of the Real Property has been damaged or destroyed by fire or other casualty. There are no concessions, inducements or work to which the Company is entitled under any Real Property Lease or that have failed to have been performed in full. The Company has not received notice of any condemnation pending or to the Knowledge of the Company threatened affecting any Real Property. No material construction, alteration or other leasehold improvement work with respect to any of the Company's facilities remains to be paid for or to be performed by the Company.

(g) Except as set forth on Schedule 3.16(g), no consent of any landlord or any other party is required under any Real Property Lease as the result of the transactions contemplated hereby or to keep such Real Property Lease in full force and effect after the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

(h) Except as set forth in Schedule 3.16(h), the Company has not received notice from any Government Entity of any violation of any Law with respect to any of the Real Property that has not been corrected heretofore, and to the Knowledge of the Company, no such violation currently exists. Except as set forth in Schedule 3.16(h), all improvements necessary for the business of the Company as currently conducted and constituting part of the Real Property have been completed and are now in compliance in all material respects with all applicable Laws and there are presently in effect all Permits required by Law. There is at least the minimum access required by applicable subdivision or similar Law to the Real Property. The buildings, systems and grounds that are part of the Real Property, including parking areas, have been maintained in the Ordinary Course of business in a prudent manner and there are no deferred maintenance items with respect thereto, and there are no structural, latent or hidden, defects in the buildings and other material improvements that are part of the Real Property that would materially affect the ability to operate any of the Real Property as currently operated for the continued conduct of the Company's business. The Real Property is sufficient for the continued conduct of the business after the Closing in substantially the same manner as conducted prior to the Closing and constitutes all of the real property necessary to conduct the business of the Company as currently conducted. The Company has not received notice of any pending or threatened real estate tax deficiency or reassessment or condemnation of all or any portion of any of the Real Property.

(i) Schedule 3.16(i) lists all machinery, equipment, tools, furniture, fixtures, leasehold improvements, office equipment, motor vehicles, mobile equipment, rolling stock and other items of depreciable (or fully depreciated) tangible personal property owned by the Company with a net book value in excess of $50,000. Section 3.16(i) of the Disclosure Schedule also lists all items of personal property leased or subleased to the Company and identifies the applicable Contract with respect thereto.

3.17. Environmental Matters.

(a) The operations of the business of the Companies, and all products manufactured and services provided by the business of the Companies, have been and through the Closing Date will be in compliance in all material respects with all applicable Environmental Laws and Permits issued thereunder.

(b) The Company has obtained all Environmental Permits required for the Real Property or the business and all such Environmental Permits are valid, in good standing and in full force and effect, and the Company is in material compliance with all terms and conditions of such Environmental Permits. The Company has not received any written notice regarding any actual or alleged violation of or material liability under Environmental Laws. The Company has not assumed or provided an indemnity with respect to any liabilities of any other Person arising under Environmental Laws other than as set forth in any Real Property Leases.

(c) The Company has not generated, transported, treated, stored, or disposed of any Hazardous Materials at or on the Real Property or any part thereof or in any area surrounding or adjacent thereto, or on, under or at any real property previously owned, leased or licensed by the Company, in each case, except in compliance with applicable Environmental Laws, and to the Knowledge of the Company, there has been no Release of any Hazardous Materials by any Person at or on the Real Property that requires reporting or remediation by such Person pursuant to any applicable Environmental Law. To the Knowledge of the Company, the Real Property is free from

Hazardous Materials, other than cultivation and extraction Hazardous Materials that are maintained and used in accordance with applicable Environmental Laws. To the Knowledge of the Company, no part of the currently or previously owned, operated or leased property of the Company or any surrounding area or area adjacent thereto has ever been used as a disposal site or storage site (whether temporary or permanent) of any Hazardous Materials and such properties are free from Hazardous Materials. All containers for or containing Hazardous Materials used, generated or disposed of by the Company in the conduct of the business of the Companies, have been identified, dated, logged, manifested and disposed of in full compliance with all applicable Environmental Laws, whether or not on property owned by the Company. To the Knowledge of the Company, such containers are disposed of by a Hazardous Materials handler (or handlers) who or which have all certificates, licenses, other forms of authorization and other Permits that are required to be obtained by such handler (or handlers) under applicable Laws (currently in effect, or in effect at the time of such disposal) and such handler (or handlers) has disposed of such containers in full compliance therewith. Except as set forth on Schedule 3.17(c), no Hazardous Materials, handler, treatment, storage or disposal facility is used by the Company in connection with the conduct of the Company's business or the operation of the Business Assets, including the Real Property. To the Knowledge of the Company, none of the Real Property is located in an active or inactive hazardous waste disposal site. There are no pending or, to the Knowledge of the Company, threatened investigations of the business of the Company, or currently or previously owned, operated or leased property of the Company regarding violations of or liabilities under Environmental Laws.

(d) Except for those matters that are no longer pending on the date of this Agreement, the Company has not: (i) received written notice under the citizen suit provisions of any Environmental Law; (ii) received any written request for information, notice, demand letter, administrative inquiry or written complaint or claim from any Government Entity under any Environmental Law; (iii) been subject to or to the Knowledge of the Company, threatened with any governmental or citizen enforcement action with respect to any Environmental Law; or (iv) received written notice of any unsatisfied liability under any Environmental Law. The Company is not subject to any outstanding Order pursuant to Environmental Laws which imposes obligations on the Company. Neither the Company, nor any of its currently or previously owned, leased, or licensed property (including the Real Property) or operations has been named as a potentially responsible party or is subject to any outstanding written order from or agreement with any Government Entity or other Person or is subject to any judicial or docketed administrative proceeding respecting (x) Environmental Laws, (y) Remedial Action or (z) any Environmental Liabilities. There are no conditions or circumstances associated with the currently or previously owned or leased properties (including the Real Property) or operations of the Company which may give rise to Environmental Liabilities. Neither the Company nor any of its Affiliates have received any notice or claim to the effect that it is or is reasonably expected to be liable to any Person as a result of a Release or threatened Release or any notice letter or request for information under CERCLA.

(e) The Company holds all licenses, permits and other governmental authorizations required under all Environmental Laws applicable to the conduct of the Company's business as currently conducted at the Real Property, and the Company has not been advised by any Government Entity of any pending or threatened termination, revocation or adverse change in any such permit, license or other governmental authorization, nor will any such permit or license

be terminated or impaired or become terminable, in whole or in part, as a result of the transactions contemplated by this Agreement. No Environmental Lien, including any unrecorded Environmental Lien of which the Company has notice, has attached to any currently or previously owned or leased property of the Company or Business Asset. No officers, members, managers, directors, employees, agents or other representatives of the Company, has, directly or indirectly, made or authorized any payment, contribution or gift of money, property or services, in contravention of applicable Law, (1) as a kickback or bribe to any Person or (2) to any political organization, or the holder of or any candidate for any elective or appointive public office except for personal political contributions not involving the direct or indirect use of funds of the Company.

(f) The Company provided to Buyer true and correct copies of all material environmental studies, audits, reviews, reports and assessments, if any, conducted by or on behalf of or in possession, custody or control of the Company bearing on liabilities under Environmental Laws relating to the past or current operations or facilities of the Company.

3.18. Affiliate Transactions. Except as set forth on Schedule 3.18, none of the Company's Affiliates, respective directors, officers, partners, members, equityholders, former equityholders or employees or any Person in the Family Group of any of the foregoing (each, a "Company Affiliate") (a) is a party to any Contract with the Company or that pertains to the business of the Company (each, a "Company Affiliate Agreement") other than any employment, non-competition, confidentiality or other similar agreements between the Company and any Person who is an officer, director or employee of the Company, (b) has any Indebtedness owing to or from, or has an outstanding obligation to pay capital to, the Company, (c) has a claim or cause of action against the Company or its business or (d) owns, leases, or has any economic or other right, license, title or interest in or to any asset, tangible or intangible (including Intellectual Property Rights), that is owned, used, or held for use by, or necessary or material to the operation of the business of the Company as currently conducted (clauses (b), (c) and (d), together with the Company Affiliate Agreements, collectively the "Company Affiliate Transactions"). As of the Closing, there will be no outstanding or unsatisfied obligations of any kind (including inter-company accounts, outstanding capital payment obligations, notes, guarantees, loans, or advances) between the Company, on the one hand, and a Company Affiliate, on the other hand.

3.19. Insurance. Schedule 3.19 sets forth, as of the date hereof, a description of each insurance policy (each, an "Insurance Policy") carried by, or maintained on behalf of, the Company. Such Insurance Policies are in full force and effect and shall remain in full force and effect following the consummation of the transactions contemplated by this Agreement. The Company (a) is not in default under any Insurance Policy and (b) has never been denied insurance coverage, other than with respect to such coverages that are not generally available to similarly situated business as the Company. There are no claims under the Insurance Policies which are reasonably likely to exhaust the applicable limit of liability and the Company has reported in a timely manner all reportable events to its insurers. All premiums due and payable under the Insurance Policies have been timely paid, and the Company is in material compliance with the terms of the Insurance Policies.

3.20. Brokerage. Except as set forth on Schedule 3.20 of the Disclosure Schedules, no broker, finder or investment banker is entitled to any brokerage commissions, finders' fees or similar compensation in connection with the transactions contemplated by this Agreement based

on any arrangement or agreement to which the Company is a party or to which the Company is subject for which the Company, any of the Sellers, Buyer or Parent could become obligated after the Closing.

3.21. Accounts Receivable.

(a) Except as set forth on Schedule 3.21(a) of the Disclosure Schedules, and subject to established reserves as shown on the Recent Balance Sheet, all of the billed accounts receivable and other advances of the Company are valid and enforceable claims arising in the Ordinary Course and the Company has not accelerated any such collections.

(b) Schedule 3.21(b) of the Disclosure Schedules sets forth, by payor name and amount, all billed receivables of the Company as of September 30, 2019 and includes an accurate aging of all such receivables.

(c) There are no Liens (other than Permitted Liens) on such receivables or any part thereof, and no agreement for deduction, free goods, discount or other deferred price or quantity adjustment has been made with respect to any such receivables by the Company in any material respect.

3.22. Customers and Vendors. Schedule 3.22 sets forth a list as of the date hereof of (a) the top twenty-five (25) customers of the Company (based on the approximate total revenues attributable to such customers) for the nine-month period ended September 30, 2019 (each a "Material Customer", and collectively, the "Material Customers"), showing the approximate total sales to each such customer during such fiscal year and the percentage of the total sales of the Company represented by such sales, and (b) the top twenty-five (25) suppliers and vendors to the Company (based on total amount purchased from such supplier or vendor) for the nine-month period ended September 30, 2019 (each a "Material Vendor", and collectively, the "Material Vendors"), showing the approximate total spend by the Company from each such supplier or vendor during such fiscal year and the percentage of total spend of the Company represented by such spend. Since September 30, 2019, (a) no Material Customer or Material Vendor has canceled or otherwise terminated, or threatened to cancel, or to the Knowledge of the Company, intends to cancel or terminate, its relationship with the Company, and (b) no Material Customer or Material Vendor has decreased or threatened to decrease or limit its business with the Company intends to modify its relationship with the Company (except in the Ordinary Course). No Material Customer has made a breach of contract, indemnification or similar claim against the Company.

3.23. Proceeds Allocation Schedule. The Proceeds Allocation Schedule (a) complies with Section 2.3(f), (b) complies and is in accordance with the Company's Organizational Documents, the Company's contractual obligations and applicable Laws, and (c) is otherwise accurate.

3.24. Bank Accounts. Schedule 3.24 contains a true, complete and correct list of (a) all banks or other financial institutions with which the Company has an account or maintains a lock box or safe deposit box, showing the type of each such account, lock box and safe deposit box and (b) the names of the Persons authorized as signatories thereon or to act or deal in connection

therewith.

3.25. Inventory. All of the Company's inventories, materials, and supplies consist of items of quality and quantity, in good condition and usable or salable in the Ordinary Course. The values of the inventories stated in the Financial Statements reflect the Company's normal inventory valuation policies and were determined in accordance with IFRS or GAAP.

3.26. Compliance with Privacy and Security Laws.

(a) The Company has established and implemented such policies, programs, procedures, contracts and systems, as are necessary to comply with HIPAA, the HIPAA Privacy and Security Standards, and the HIPAA Security and Transactions and Code Sets standards, and any equivalent laws (collectively, the "Privacy and Security Laws").

(b) Except as set forth on Schedule 3.26(b), the Company is in material compliance with the Privacy and Security Laws, there exist no incident reports or allegations that it has breached the Privacy and Security Laws and the Company has maintained an accounting of any disclosures required by the Privacy and Security Laws. Attached to Schedule 3.26(b) are all consultant reports, corrective actions and plans of action for implementation of any HIPAA requirements with respect to the business of the Company under the Privacy and Security Laws.

3.27. Full Disclosure. Neither this Agreement nor any written statement, report or other document furnished or to be furnished by the Sellers or the Company pursuant to this Agreement or in connection with the transactions contemplated hereby contains, or will contain, any untrue statement of a material fact or omits, or will omit, to state a material fact necessary to make the statements contained herein or therein not misleading.

3.28. No Other Representations and Warranties. Except for the representations and warranties contained in this Article III (including the related portions of the Company Disclosure Schedules), neither the Company nor any other Person has made or makes any other express or implied representation or warranty, either written or oral, on behalf of the Company, including any representation or warranty as to the accuracy or completeness of any information regarding the Company furnished or made available to Buyer and its representatives and any information, documents or material delivered or otherwise made available to Buyer in the Data Room, management presentations or in any other form in expectation of the transactions contemplated hereby or as to the future revenue, profitability or success of the Company, or any representation or warranty arising from statute or otherwise in law.

ARTICLE IV
Representations and Warranties of the Sellers

Each Seller, jointly and severally, makes to Buyer and Parent the representations and warranties of the Sellers contained in this Article IV as of the date hereof and as of the Closing, subject to the exceptions and qualifications disclosed by the Sellers in the written schedules provided to Buyer and Parent, dated as of the date hereof (the "Seller Disclosure Schedules"). The Seller Disclosure Schedules shall be arranged in sections and subsections corresponding to the numbered and lettered sections and subsections contained in this Article IV. The disclosures in any section or subsection of the Seller Disclosure Schedules corresponding to any section or subsection of this

Article IV shall qualify other sections and subsections in this Article IV only if indicated by cross-references to such other sections and subsections; provided, however, any one Schedule with respect to any representation, warranty or covenant of such party shall be deemed disclosed for purposes of all other representations, warranties or covenants of such party to the extent that it is reasonably apparent from such disclosure that it also relates to such other representations, warranties or covenants.

4.1. Organization; Good Standing; Power. Seller is duly organized, validly existing and in good standing under the Laws of the jurisdiction of its formation or organization. Seller possesses the requisite corporate, limited liability company or similar power and authority necessary to own and operate its properties and to carry on its business as presently conducted.

4.2. Title to Company Units. As of immediately prior to the Closing, each Seller owns of record and beneficially the Company Units as set forth next to such Seller's name on Annex I, free and clear of all Liens, and such Company Units represents all of the issued and outstanding Equity Equivalents of the Company then held by Seller.

4.3. Authorization; Execution & Enforceability; No Breach.

(a) Seller possesses full legal right and all requisite corporate power and authority, and has taken all actions necessary to authorize, execute, deliver and perform this Agreement and each other Transaction Document to which it is or will be a party and, subject to the required statutory approvals contemplated herein, to consummate the transactions contemplated by this Agreement and the other Transaction Documents, as applicable, in accordance with the terms of this Agreement and the other Transaction Documents to which Seller is or will be a party, as applicable, and no other corporate action on the part of such Seller is necessary to authorize the execution, delivery and performance of this Agreement and the other Transaction Documents or the consummation of the transactions contemplated by this Agreement and the other Transaction Documents, as applicable. Each Transaction Document to which Seller is or will be a party is or will be duly and validly executed and delivered by Seller and assuming the other party(ies) thereto have duly and validly executed such Transaction Document, constitutes or, upon its execution and delivery will constitute, a valid and legally binding obligation of Seller, enforceable against Seller, in accordance with its terms and conditions, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar Laws affecting creditors' rights generally, and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a Proceeding at law or in equity).

(b) Except for filings, applications, submissions and notices required under Colorado Cannabis Laws, the filing of a premerger notification and report form under the HSR Act and the expiration or early termination of the applicable waiting period thereunder, no filing with or notice to, and no permit, authorization, registration, consent or approval of, any Government Entity is required on the part of Seller for the execution, delivery and performance by Seller of this Agreement and the other Transaction Documents to which it is or will be a party nor the consummation of the transactions contemplated by this Agreement and the other Transaction Documents.

(c) Neither the execution, delivery nor performance by Seller of this Agreement and the other Transaction Documents to which it is or will be a party nor the consummation of the

transactions contemplated by this Agreement and the other Transaction Documents, will (i) result in a breach or infringement of the terms, conditions or provisions of, (ii) constitute a default under (whether with or without the passage of time, the giving of notice or both), (iii) result in the creation of any Lien (except for a Permitted Lien), (iv) give any Third Party the right to modify, cancel, terminate, suspend, revoke or accelerate or increase any obligation under, or (v) result in a violation of (A) the Organizational Documents of Seller or (B) any Law or Order to which Seller is subject.

4.4. Affiliate Transactions. Except as set forth on Schedule 4.4, neither Seller nor any its Affiliates (excluding the Companies and the other Sellers) or any of its respective directors, officers, partners, members, equityholders, former equityholders or employees or any Person in the Family Group of any of the foregoing (each, a "Seller Affiliate"), (a) is a party to any Contract with the Company or that pertains to the business of the Company other than any employment, non-competition, confidentiality or other similar agreements between the Company and any Person who is an officer, director or employee of the Company (each, an "Seller Affiliate Agreement"), (b) has any Indebtedness owing to or from, or has an outstanding obligation to pay capital to, the Company, (c) has a claim or cause of action against the Company or its business or (d) owns, leases, or has any economic or other right, license, title or interest in or to any asset, tangible or intangible (including Intellectual Property Rights), that is owned, used, or held for use by, or necessary or material to the operation of the business of the Company as currently conducted (clauses (b), (c) and (d), together with the Seller Affiliate Agreements, collectively the "Seller Affiliate Transactions" and together with the Company Affiliate Transactions, the "Affiliate Transactions").

4.5. Litigation. There are no Proceedings pending or to the Knowledge of Seller, threatened against or affecting Seller in which it is sought to restrain or prohibit or to obtain damages or other relief in connection with the transactions contemplated by this Agreement and the other Transaction Documents.

4.6. Investment Representations.

(a) This Agreement is made in reliance upon Seller's representation to Buyer and Parent, which by its acceptance hereof Seller hereby confirms, that the Parent Shares to be received by it will be acquired for investment for its own account, not as a nominee or agent, and not with a view to the sale or distribution of any part thereof, and that it has no present intention of selling, granting participation in, or otherwise distributing the same, but subject nevertheless to any requirement of law that the disposition of his or her property shall at all times be within its control.

(b) Seller understands that the Parent Shares are not registered under the Securities Act of 1933, as amended (the "1933 Act"), on the basis that the sale provided for in this Agreement and the issuance of securities hereunder is exempt from registration under the 1933 Act pursuant to Section 4(a)(2) thereof, and that Buyer's and Parent's reliance on such exemption is predicated on Seller's representations set forth herein. Seller realizes that the basis for the exemption may not be present if, notwithstanding such representations, Seller has in mind merely acquiring shares of the Parent Shares for a fixed or determinable period in the future, or for a market rise, or for sale if the market does not rise. Seller has no such intention.

(c) Seller understands that the Parent Shares may not be sold, transferred, or otherwise disposed of without registration under the 1933 Act or an exemption therefrom, and that in the absence of an effective registration statement covering the Parent Shares or an available exemption from registration under the 1933 Act, the Parent Shares must be held indefinitely. In particular, Seller is aware that the Parent Shares may not be sold pursuant to Rule 144 promulgated under the 1933 Act unless all of the conditions of the applicable Rules are met. Among the conditions for use of Rule 144 is the availability of current information to the public about the Buyer. Such information is not now available, and the Buyer has no present plans to make such information available. Seller represents that, in the absence of an effective registration statement covering the Parent Shares, it will sell, transfer, or otherwise dispose of the Parent Shares only in a manner consistent with its representations set forth herein.

(d) Seller agrees that in no event will it make a transfer or disposition of any of the Parent Shares (other than pursuant to an effective registration statement under the 1933 Act), unless and until (i) Seller shall have notified the Buyer and Parent of the proposed disposition and shall have furnished the Buyer and Parent with a statement of the circumstances surrounding the disposition, and (ii) if requested by the Buyer, at the expense of Seller or transferee, Seller shall have furnished to the Buyer and Parent either (A) an opinion of counsel, reasonably satisfactory to the Buyer and Parent, to the effect that such transfer may be made without registration under the 1933 Act or (B) a "no action" letter from the Securities and Exchange Commission to the effect that the transfer of such securities without registration will not result in a recommendation by the staff of the Securities and Exchange Commission that action be taken with respect thereto. The Buyer will not require such a legal opinion or "no action" letter in any transaction in compliance with Rule 144.

(e) Seller represents and warrants to the Buyer that it is an "accredited investor" within the meaning of Securities and Exchange Commission Rule 501 of Regulation D.

(f) Seller understands that the Parent Shares are being issued to such Seller on a "private placement" basis in reliance upon specific exemptions from Canadian provincial prospectus requirements, and will not be qualified for distribution, and be subject to applicable Canadian securities Laws. Seller understands that the Parent Shares will be subject to statutory resale restrictions under applicable Canadian securities Laws, and Seller covenants that it will not resell the Parent Shares except in compliance with such applicable Canadian securities Laws and Seller understands that it is solely responsible for such compliance. Seller acknowledges that the certificates representing the Parent Shares will bear the following legends:

"UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE MUST NOT TRADE THE SECURITIES BEFORE [INSERT DATE THAT IS 4 MONTHS AND ONE DAY AFTER THE DATE OF ISSUANCE]."

(g) Seller understands that it has been notified by Parent: (a) (i) of the delivery to the British Columbia Securities Commission (the "BCSC") of certain personal information pertaining to the Seller, including the Seller's full name, address and telephone number, the number and type of securities purchased, the Total Purchase Price, the exemption relied upon and the date of distribution; (ii) that this information is being collected indirectly by the BCSC under

the authority granted to it under Canadian securities Law; (iii) that this information is being collected for the purposes of the administration and enforcement of the securities Law of British Columbia; and (iv) that the Seller may contact the public official at the BCSC at P.O. Box 10142, Pacific Centre, 701 West Georgia Street, Vancouver, British Columbia V7Y 1L2, or at (604) 899-6854 or 1-800-373-6393, or by facsimile at (604) 899-6581 or email at inquiries@bcsc.bc.ca regarding any questions about the BCSC's indirect collection of this information.

(h) Seller understands and consents to: (i) the fact that Parent is collecting personal information (as that term is defined under applicable privacy legislation, including, without limitation, the *Personal Information Protection and Electronic Documents Act* (Canada) and any other applicable similar, replacement or supplemental provincial or federal legislation or Laws in effect from time to time); (ii) Parent retaining such personal information for as long as permitted or required by applicable law or business practices; (iii) the fact that Parent may be required by applicable securities Laws, the rules and policies of any stock exchange or the rules of the Investment Industry Regulatory Organization of Canada to provide regulatory authorities with any personal information provided by the Seller in or in connection with this Agreement, including disclosure to the NEO Exchange; and (iv) the collection, use and disclosure of the Seller's personal information by the NEO Exchange.

4.7. No Other Representations and Warranties. Except for the representations and warranties contained in this Article IV (including the related portions of the Seller Disclosure Schedules), neither Seller nor any other Person has made or makes any other express or implied representation or warranty, either written or oral, on behalf of Seller, including any representation or warranty as to the accuracy or completeness of any information regarding Seller furnished or made available to Buyer and its representatives and any information, documents or material delivered or otherwise made available to Buyer in the Data Room, management presentations or in any other form in expectation of the transactions contemplated hereby.

ARTICLE V
Representations and Warranties of Buyer

Buyer makes to the Sellers the representations and warranties contained in this Article V as of the date hereof and as of the Closing.

5.1. Organization; Good Standing; Power. Buyer is duly organized, validly existing and in good standing under the Laws of the jurisdiction of its formation or organization. Buyer possesses the requisite power and authority necessary to own and operate its properties and assets and to carry on its businesses in all material respects as presently conducted and as contemplated to be conducted immediately after the Closing.

5.2. Authorization; Execution and Enforceability; No Breach.

(a) Buyer possesses full legal right and all requisite power and authority, and has taken all actions necessary, to authorize, execute, deliver and perform this Agreement and each other Transaction Document to which it is or will be a party and to consummate the transactions contemplated by this Agreement and the other Transaction Documents, in accordance with the terms of this Agreement and the other Transaction Documents, as applicable, and no other action on the part of Buyer is necessary to authorize the execution, delivery and performance of this

Agreement and the other Transaction Documents or the consummation of the transactions contemplated by this Agreement and the other Transaction Documents. Assuming the due and valid authorization, execution and delivery of the other parties hereto and thereto, each Transaction Document to which Buyer is or will be a party has been, or will be upon execution thereof, duly and validly executed and delivered by Buyer and constitutes, or, upon its execution and delivery will constitute, a valid and legally binding obligation of Buyer enforceable against Buyer in accordance with its terms and conditions, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar Laws affecting creditors' rights generally, and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a Proceeding at law or in equity).

(b) Except for filings, applications, submissions and notices required under Colorado Cannabis Laws and the filing of a premerger notification and report form under the HSR Act and the expiration or early termination of the applicable waiting period thereunder, no filing with or notice to, and no permit, authorization, registration, consent or approval of, any Government Entity is required on the part of Buyer for the execution, delivery and performance by Buyer of this Agreement and the other Transaction Documents to which it is or will be a party nor the consummation of the transactions contemplated by this Agreement. Neither the execution, delivery or performance by Buyer of this Agreement and the other Transaction Documents to which it is or will be a party nor the consummation of the transactions contemplated by this Agreement and the other Transaction Documents, will (i) conflict with or result in a breach or infringement of the terms, conditions or provisions of, (ii) constitute a default under (whether with or without the passage of time, the giving of notice or both), (iii) result in the creation of any Lien (except for a Permitted Lien), (iv) give any Third Party the right to modify, cancel, terminate, suspend, revoke or accelerate any obligation under, or (v) result in a violation of (A) certificate of incorporation or bylaws of Buyer, as applicable, (B) any Law or Order to which Buyer is subject, except, in the case of clause (B), for breaches, violations, infringements, or Liens that would not be expected to (1) prevent, hinder or materially delay any of the transactions contemplated by this Agreement or (2) materially impair the ability of Buyer to perform its obligations under this Agreement and the other Transaction Documents.

5.3. Brokerage. No broker, finder or investment banker is entitled to any brokerage commissions, finders' fees or similar compensation in connection with the transactions contemplated by this Agreement based on any arrangement or agreement to which Buyer is a party or to which Buyer is subject for which the Sellers could become liable or obligated after the Closing.

5.4. Litigation. There are no Proceedings pending or, to the Knowledge of Buyer, threatened against or affecting Buyer in which it is sought to restrain or prohibit the transactions contemplated by this Agreement and the other Transaction Documents.

5.5. Sufficient Funds. As of the date hereof, Buyer has, and as of the Closing Date, Buyer will have, sufficient unrestricted cash on hand to pay the Closing Cash Purchase Price and all costs and expenses incurred by Buyer in connection with the transactions contemplated hereby.

5.6. MED Representations. Buyer is not a "Publicly Traded Corporation", "Ineligible Issuer," "Blank Check Company," "Penny Stock," "Shell Company" and/or "Bad Actor" as

defined under Colorado Cannabis Laws and (i) none of its Executive Officers nor (ii) any of its Beneficial Owners that will directly or indirectly acquire ten percent or more of the Companies, are, to the best of Buyer's knowledge and belief, unsuitable to become licensed as Controlling Beneficial Owners of a Regulated Marijuana Business pursuant to the Colorado Cannabis Laws.

5.7. Capitalization. Buyer is a wholly-owned subsidiary of Parent.

5.8. No Other Representations and Warranties. Except for the representations and warranties contained in this Article V, neither Buyer nor any other Person has made or makes any other express or implied representation or warranty, either written or oral, on behalf of Buyer, including any representation or warranty as to the accuracy or completeness of any information regarding Buyer or Parent furnished or made available to Sellers and their representatives.

ARTICLE VI
Representations and Warranties of Parent

6.1. Organization; Good Standing; Power. Parent is duly organized, validly existing and in good standing under the Laws of the jurisdiction of its formation or organization. Parent possesses the requisite power and authority necessary to own and operate its properties and assets and to carry on its businesses in all material respects as presently conducted and as contemplated to be conducted immediately after the Closing.

6.2. Authorization; Execution and Enforceability; No Breach.

(a) Parent possesses full legal right and all requisite power and authority, and has taken all actions necessary, to authorize, execute, deliver and perform this Agreement and each other Transaction Document to which it is or will be a party and to consummate the transactions contemplated by this Agreement and the other Transaction Documents, in accordance with the terms of this Agreement and the other Transaction Documents, as applicable, and no other action on the part of Parent is necessary to authorize the execution, delivery and performance of this Agreement and the other Transaction Documents or the consummation of the transactions contemplated by this Agreement and the other Transaction Documents. Assuming the due and valid authorization, execution and delivery of the other parties hereto and thereto, each Transaction Document to which Parent is or will be a party has been, or will be upon execution thereof, duly and validly executed and delivered by Parent and constitutes, or, upon its execution and delivery will constitute, a valid and legally binding obligation of Parent enforceable against Parent in accordance with its terms and conditions, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar Laws affecting creditors' rights generally, and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a Proceeding at law or in equity).

(b) No filing with or notice to, and no permit, authorization, registration, consent or approval of, any Government Entity is required on the part of Parent for the execution, delivery and performance by Parent of this Agreement and the other Transaction Documents to which it is or will be a party nor the consummation of the transactions contemplated by this Agreement other than the approval of the listing of the Parent Shares issued pursuant to this Agreement by the NEO Exchange. Neither the execution, delivery or performance by Parent of

this Agreement and the other Transaction Documents to which it is or will be a party nor the consummation of the transactions contemplated by this Agreement and the other Transaction Documents, will (i) conflict with or result in a breach or infringement of the terms, conditions or provisions of, (ii) constitute a default under (whether with or without the passage of time, the giving of notice or both), (iii) result in the creation of any Lien (except for a Permitted Lien), (iv) give any Third Party the right to modify, cancel, terminate, suspend, revoke or accelerate any obligation under, or (v) result in a violation of (A) certificate of incorporation or bylaws of Parent, as applicable, (B) any Law or Order to which Parent is subject, except, in the case of clause (B), for breaches, violations, infringements, or Liens that would not be expected to (1) prevent, hinder or materially delay any of the transactions contemplated by this Agreement or (2) materially impair the ability of Parent to perform its obligations under this Agreement and the other Transaction Documents.

6.3. Brokerage. No broker, finder or investment banker is entitled to any brokerage commissions, finders' fees or similar compensation in connection with the transactions contemplated by this Agreement based on any arrangement or agreement to which Parent is a party or to which Parent is subject for which the Sellers could become liable or obligated after the Closing.

6.4. Litigation. There are no Proceedings pending or, to the Knowledge of Parent, threatened against or affecting Parent in which it is sought to restrain or prohibit the transactions contemplated by this Agreement and the other Transaction Documents.

6.5. Accuracy of Parent Public Record. All documents filed or furnished under applicable Canadian securities Laws by or on behalf of Parent on the System for Electronic Document Analysis and Retrieval (SEDAR) between January 1, 2019 and the date of this Agreement complied as filed in all material respects with Canadian securities Laws and did not, as of the date filed (or, if amended or superseded by a subsequent filing prior to the date of this Agreement, on the date of such filing), contain any misrepresentation.

6.6. Reporting Issuer; Compliance with Laws and NEO Exchange Filings. Parent is a "reporting issuer" as that term is defined under applicable Canadian securities Laws in the provinces of British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, New Brunswick, Nova Scotia, Prince Edward Island and Newfoundland and Labrador, and the North West Territories, Yukon territory, and Nunavut. Parent has complied, and is now complying in all material respects, with all applicable Canadian securities Laws and has made all required material filings under all applicable Canadian securities Laws and with the policies of the NEO Exchange. Parent does not have any confidential filings with any securities authorities. No statement contained in such filings contains any untrue statement of a material fact, or omits to state a material fact necessary to make the statements contained therein, in light of the circumstances in which they are made, not misleading. There is no event or circumstance which Parent has not disclosed either in such filings or otherwise to the Sellers in writing which has had or could reasonably be expected to have a Parent Material Adverse Effect.

6.7. Parent Shares; Capitalization. The Parent Shares have been duly authorized, and upon consummation of the transactions contemplated by this Agreement, will be validly issued, fully paid and nonassessable, and will be free of any liens or encumbrances; provided, however,

that the Parent Shares may be subject to restrictions on transfer under Canadian securities Laws as required by such laws at the time a transfer is proposed. The issuance of the Parent Shares is not and will not be subject to any preemptive rights or rights of first refusal that have not been properly waived or complied. As of the date of this Agreement, the capitalization of the Parent consists of an unlimited number of authorized Parent Common Shares, of which 75,315,934 are issued and outstanding and an unlimited number of authorized Proportionate Voting Shares, of which 1,410,119.78 are issued and outstanding.

6.8. MED Representations. Parent is a "Publicly Traded Corporation" as defined in Colorado Cannabis Laws. Parent is not an "Ineligible Issuer," "Blank Check Company," "Penny Stock," "Shell Company" and/or "Bad Actor" as defined under Colorado Cannabis Laws (i) none of its Executive Officers nor (ii) any of its Beneficial Owners that will directly or indirectly acquire ten percent or more of the Companies, are, to the best of Parent's knowledge and belief, unsuitable to become licensed as Controlling Beneficial Owners of a Regulated Marijuana Business pursuant to the Colorado Cannabis Laws.

6.9. No Other Representations and Warranties. Except for the representations and warranties contained in this Article VI, neither Parent nor any other Person has made or makes any other express or implied representation or warranty, either written or oral, on behalf of Parent, including any representation or warranty as to the accuracy or completeness of any information regarding Buyer or Parent furnished or made available to Sellers and their representatives.

ARTICLE VII
Pre- Closing Covenants and Agreements

7.1. Conduct of Business. From the date of this Agreement through the earlier of the Closing or the termination of this Agreement in accordance with its terms (the "Interim Period"), except as set forth on Schedule 7.1, the Sellers shall, and shall cause the Companies and their Subsidiaries to, (i) conduct the business of the Companies and their Subsidiaries in the Ordinary Course and (ii) use reasonable best efforts to maintain and preserve the business of the Companies and their Subsidiaries, retain their officers, key employees and consultants, maintain and preserve its relationships with customers, suppliers, service providers, regulatory authorities and others having business relationships with the Companies and their Subsidiaries and maintain the goodwill of and operations within the communities of the Companies and their Subsidiaries that are served by the Companies and their Subsidiaries in a manner consistent with its normal business practices. Without limiting the generality of the foregoing, and except as set forth on Schedule 7.1, or with the consent of Buyer in its sole but reasonable discretion, during the Interim Period, the Sellers shall not, and shall cause the Companies and their Subsidiaries not to:

(a) amend or change the Organizational Documents of the Companies or their Subsidiaries (including the Company LLC Agreements);

(b) authorize for issuance, issue, sell, pledge, grant, encumber or deliver or agree or commit to issue, sell, pledge, grant, encumber or deliver any Equity Equivalents of the Companies;

(c) (i) enter into any new line of business, or incur or commit to incur any capital expenditures or Liabilities in connection therewith or (ii) abandon or discontinue any existing lines of business;

(d) make any capital expenditure in excess of $100,000 individually, or $500,000 in the aggregate, except for capital expenditures in connection with the Construction Projects in accordance with the Construction Projects Budget;

(e) (i) split, combine or reclassify any of, (ii) declare, set aside or pay any dividend or other distribution in respect of or (iii) redeem or otherwise acquire any Equity Equivalents of a Company, other than distributions to members of a Company solely for the payment of taxes by such member pursuant to the terms of the governing documents of such Company;

(f) make any acquisition of, or invest in, any assets (other than inventory in the Ordinary Course), business, equity interests or other securities;

(g) (i) merge or consolidate or agree to merge or consolidate with or into any other Person or (ii) enter into any joint ventures, strategic alliance, partnership, sharing of profit arrangement or similar arrangement;

(h) form a Subsidiary;

(i) (i) incur any Indebtedness (other than Permitted Indebtedness) or guarantee any Indebtedness of another Person (other than Permitted Indebtedness), issue or sell any debt securities or warrants or other rights to acquire any debt securities or guarantee any debt securities of another Person, (ii) make any loans, advances or capital contributions to, or guarantees for the benefit of, or investments in, any other Person or (iii) cancel or forgive any debts owed to or claims held by it;

(j) transfer, assign, lease, sell, license, abandon or otherwise dispose of any asset, except for inventory or obsolete assets in the Ordinary Course;

(k) adopt a complete or partial plan of liquidation, dissolution, restructuring, recapitalization, bankruptcy, suspension of payments or other reorganization;

(l) mortgage, pledge or subject to any material Lien (other than Permitted Liens) any asset;

(m) (A) make any change in the compensation or benefits payable to any of its current or former directors, managing members, officers, employees, Contingent Workers or other individual service providers, other than (i) in the case of employees who are not officers, directors or managing members, normal annual increases in base salaries in the Ordinary Course, or (ii) as required by the terms of any Employee Benefit Plan existing on the date hereof that is listed on Schedule 3.13(a), (B) hire any new employees or engage any new Contingent Workers, unless such hiring or engagement is in the Ordinary Course and is with respect to employees or contractors having an annual base salary or fee and incentive compensation opportunity not reasonably expected to exceed $100,000, (C) except to the extent required by applicable Law or

by written agreements existing on the date of this Agreement that have been disclosed on Schedule 3.13(a), enter into or amend any Contracts of employment or any consulting, bonus, severance, retention, change in control, retirement or similar agreement, except for employment agreements or offer letters for newly hired employees in the Ordinary Course with an annual base salary and incentive compensation opportunity not to exceed $100,000, (D) except as required to ensure that any Employee Benefit Plan is not then out of compliance with applicable Law, enter into or adopt any new, or increase benefits under or renew, amend or terminate any existing Employee Benefit Plan or benefit arrangement or any collective bargaining agreement, (E) take any action to cause to accelerate the payment, funding, right to payment or vesting of any compensation or benefits (except as required pursuant to this Agreement), (F) terminate the employment or service of any employee of the Companies with an annual base salary and incentive compensation opportunity that exceeds $100,000, or (G) grant or announce any equity-based incentive awards; provided that Seller shall inform Buyer of any employees it intends to terminate during the Interim Period so the Buyer may consider offering employment to such persons;

(n) enter into (i) any new lease, sublease, license or other Contract for the use or occupancy of any real property or (ii) any Contract to acquire any real property;

(o) undertake any action or fail to take any action that does or could, individually or in the aggregate, reasonably be expected to result in the loss, lapse, expiration, or abandonment of any material Owned IP;

(p) undertake any action or fail to take any action that does or could, individually or in the aggregate, reasonably be expected to result in the loss, lapse, expiration, or abandonment of any Permit, or terminate, modify or amend any Permit that is material to the operation of any Company or any Subsidiary of a Company;

(q) disclose any Business IP (other than pursuant to a written confidentiality agreement entered into in the Ordinary Course with reasonable protections of, and preserving all rights of the Companies or their Subsidiaries in, such Business IP) or knowingly receive any trade secrets or other confidential information of any Person in violation of any obligation of confidentiality;

(r) settle or compromise any Proceeding (whether or not commenced prior to the date of this Agreement) (i) involving the payment of, or an agreement to pay over time, in cash, notes or other property other than routine employment matters or matters covered by insurance (ii) which after the Closing Date will require any Company or any of their Subsidiaries to satisfy any obligation or (iii) which imposes any equitable or injunctive relief;

(s) (i) enter into any Contract that, if entered into prior to the date hereof, would be a material IP License or Material Contract other than as otherwise permitted hereunder or (ii) amend, modify, renew, terminate or waive any material right under any material IP License or Material Contract;

(t) delay, postpone or cancel the payment of any material accounts payable or any other Liability, agree or negotiate with any party to extend the payment date of any accounts payable or accelerate the collection of any accounts or notes receivable or otherwise change any

of its practices with respect to payables, receivables or cash management, other than in the Ordinary Course that does not result in any penalties, fees, interest or other additional liabilities or obligations of any Company or Subsidiary of any Company;

(u) fail to (i) record payables; (ii) pay all of its debts and Taxes when due, subject to good faith disputes over such debts or Taxes, (iii) pay or perform its other obligations when due, subject to good faith disputes over such obligations, or (iv) use commercially reasonable efforts consistent with past practice to collect accounts receivable when due and not extend credit outside of the Ordinary Course;

(v) make, change or revoke any Tax election, change any Tax annual accounting period, adopt or change any accounting method, file any amended Tax Return other than to the extent required by Laws, enter into any closing agreement, settle, compromise, concede or abandon any Tax claim or assessment relating to any Company, surrender any right to claim a refund of Taxes, consent to any extension or waiver of the limitation period applicable to any Tax claim or assessment relating to any Company, or take any other similar action relating to the filing of any Tax Return or the payment of any Tax other than to the extent there are disputes in good faith by the Company and the applicable taxing authorities;

(w) enter into, amend or modify any Affiliate Transaction; or

(x) authorize, commit to take, resolve to take or agree (in writing or otherwise) to take any action not permitted to be taken pursuant to this Section 7.1; it being understood, however, that nothing contained in this Agreement is intended to give Buyer, directly or indirectly, the right to control or direct the operations of the business of the Companies prior to the Closing. Subject to the foregoing, during the Interim Period, the Sellers shall manage the Companies in the Ordinary Course.

Notwithstanding anything to the contrary contained in this Section 7.1, the parties agree that this Agreement is not intended to (i) provide or establish Parent, Buyer, their officers, managers, directors, owners, or members with direct or indirect control of any Company as construed by any Government Entity pursuant to any Colorado Cannabis Law, (ii) provide or establish Parent, Buyer, their officers, managers, directors, owners or members as a controlling person, significantly involved person, or similar terms established by any Government Entity or set forth in the applicable Colorado Cannabis Laws, (iii) establish Parent, Buyer, their officers, managers, directors, owners or members as an entity to be in a position to control the decision-making of the Company as construed by the applicable Government Entity pursuant to the applicable Colorado Cannabis Laws, (iv) create or establish ownership, financial, investment or any other interest in violation of the applicable Colorado Cannabis Laws, or (v) otherwise contravene the provisions of the applicable Colorado Cannabis Laws.

7.2. Commercially Reasonable Efforts. During the Interim Period:

(a) Buyer and each Seller shall, and Buyer shall cause Parent, and each of their respective officers and beneficial owners that will directly or indirectly acquire own greater than ten percent (10%) of Seller to, and the Sellers shall cause each Company and their Subsidiaries to, cooperate with each other and use their respective commercially reasonable efforts to take or cause to be taken all actions, and do or cause to be done all things, reasonably necessary, proper or

advisable on its part under this Agreement and applicable Laws to consummate and make effective the transactions contemplated by this Agreement and the other Transaction Documents as soon as practicable, including using commercially reasonable efforts to prepare and file as promptly as reasonably practicable all documentation to obtain as promptly as reasonably practicable all consents, approvals, registrations, authorizations, waivers or licenses necessary or advisable to be obtained from any Third Party and/or any Government Entity in order to consummate the transactions contemplated by this Agreement and the other Transaction Documents. Without limiting the generality of the foregoing, the parties hereto shall act promptly, and use their commercially reasonable best efforts, and shall cooperate with each other, in making, or causing to be made, any filings, applications, submissions and notices required under Colorado Cannabis Laws within 14 days from the execution date of this Agreement, subject to delays beyond the reasonable control of the Buyer or Seller, and continuing thereafter in responding to any requests of the applicable Government Entity, in order to permit consummation of Buyer's acquisition of the Company Units. The parties shall work together in good faith to amend, supplement or restate this Agreement in a commercially reasonable manner in order to comply with applicable Colorado Cannabis Laws and to most expeditiously receive the required Governmental Approvals under Colorado Cannabis Laws at both the state and local levels while effectuating the original intent of this Agreement as near as possible. Buyer shall have the opportunity to review all such filings, applications, submissions and notices, and such filings, applications, submissions and notices shall be in the form reasonably acceptable to Buyer. The Sellers, on the one hand, and the Buyer, on the other hand, shall each be responsible for 50% of the fees required to be paid in connection with such filings, applications and submissions; provided that the costs and fees associated with the preparation and filing under HSR shall be at Buyer's sole expense. In the event that the Buyer is denied a finding of suitability by the Colorado MED to hold any of the Company Permits due to no fault of any Seller, then Buyer shall reimburse the Sellers for its share of the license transfer application fees it paid in connection with seeking such approvals.

(b) Without limiting the foregoing, if the parties have not received all necessary approvals required under Colorado Cannabis Laws in order to consummate the transactions contemplated by this Agreement on or prior to the date that is six (6) months following the date of this Agreement (the "Expected Closing Date"), the parties shall work together in good faith to amend, supplement or restate this Agreement in a commercially reasonable manner in order to comply with applicable Colorado Cannabis Laws and to most expeditiously receive the required Governmental Approvals under Colorado Cannabis Laws at both the state and local levels (which may include carving out individual retail locations) while effectuating the original intent of this Agreement as near as possible.

(c) The Sellers shall, and shall cause the Companies and their Subsidiaries to, use its commercially reasonable efforts to give any notices to, and seek any consents required from, Third Parties required in connection with the transactions contemplated by this Agreement.

(d) If required by the HSR Act or by any other Antitrust Laws and if the appropriate filing pursuant to the HSR Act or to such other Antitrust Laws has not been filed prior to the date hereof, each party agrees to make an appropriate filing, at Buyer's expense, pursuant to the HSR Act or such other Antitrust Laws with respect to the transactions contemplated by this Agreement and any of the other Transaction Documents within ten (10) Business Days after the date hereof and to provide the appropriate Government Entity any additional information and

documentary material that may be requested pursuant to the HSR Act or such other Antitrust Law as promptly as practicable, but in no event greater than thirty (30) days after, a request for information is received. The parties further agree to reasonably cooperate with one another to submit such filings contemporaneously, as may be requested. Notwithstanding the foregoing, nothing in this Section 7.2(d) shall require, or be construed to require Parent, Buyer or any of their Affiliates to agree to (a) sell, hold, divest, discontinue or limit, before or after the Closing Date, any assets, businesses or interests of Parent, Buyer, any of their Affiliates or the Companies or their Subsidiaries; (b) any conditions relating to, or changes or restrictions in, the operations of any such assets, businesses or interests which, in either case, could reasonably be expected to materially and adversely impact the economic or business benefits to Parent or Buyer of the transactions contemplated by this Agreement and the other Transaction Documents; or (c) any material modification or waiver of the terms and conditions of this Agreement, the other Transaction Documents and any of the transactions contemplated thereby.

(e) This Agreement and the transactions contemplated hereby may be subject to review by one or more Government Entity. If any Government Entity determines this Agreement must be reformed, the parties shall negotiate in good faith to so reform this Agreement in a commercially reasonable manner according to the Government Entity's requirements while effectuating the original intent of this Agreement as near as possible.

(f) Notwithstanding the foregoing, until such time as the Buyer becomes a Controlling Beneficial Owner (as defined in Colorado Cannabis Laws) of the Companies in the State of Colorado, any party holding a Company Permit issued pursuant to Colorado Cannabis Laws is entitled to control its Colorado assets.

7.3. Access. Each of the Sellers shall, and shall cause the Companies and their Subsidiaries to, cooperate with Parent, Buyer and their representatives, auditors and counsel in the preparation of any documents or other material which may be required in connection with the Transaction Documents. In addition, Buyer shall not recruit or solicit for employment any employees of Seller during the Interim Period. Further, during the Interim Period, Buyer shall not solicit, recruit or encourage any employee of the Company to terminate such employment and work for the Buyer in any capacity. During the Interim Period, the Sellers shall, and shall cause the Companies and their Subsidiaries to, afford the employees and representatives of Parent, Buyer and their Affiliates reasonable access, upon reasonable notice, and in a manner so as to not interfere unreasonably with the normal business operations of the Companies and their Subsidiaries, to (i) the assets, books and records, employees and properties of the Companies and their Subsidiaries and (ii) such additional financial and operating data and other information relating to the Companies and their Subsidiaries and its business and assets as Buyer may from time to time reasonably request. Without limiting the generality of the foregoing, representatives of Parent shall be provided access to the books and records of the Companies and their Subsidiaries for the purpose of determining the Closing Overdue Payables no more than five (5) Business Days prior to the Closing Date.

7.4. Confidentiality. Each party hereto and its respective Affiliates and representatives will hold in confidence all confidential information obtained from any other party hereto or its Affiliates, officers, agents, representatives or employees, whether or not relating to the business of the Companies, in accordance with the provisions of Section 12 of the Letter of Intent, which,

notwithstanding anything contained therein, shall remain in full force and effect following the execution of this Agreement and shall survive any termination of this Agreement. Effective upon the Closing, the Letter of Intent shall terminate.

7.5. Notification of Certain Matters. From the date of this Agreement through the earlier of the Closing or the termination of this Agreement in accordance with its terms, Buyer, on the one hand, and Sellers and the Companies, on the other hand, shall give each other prompt notice in writing of: (a) any result, occurrence, fact, discovery, change, event or effect that (i) renders, or would reasonably be expected to render, any representation or warranty of such party set forth in this Agreement to be untrue or inaccurate to an extent such that the conditions set forth in Section 8.2(a) or 8.3(a), as applicable, would not be satisfied if the Closing were to then occur, (ii) results or would reasonably be expected to result in any failure of such party to comply with or satisfy in any material respect any covenant, condition or agreement to be completed with or satisfied by such party or (iii) results, or could reasonably be expected to result in a Material Adverse Effect; or (b) any Proceedings commenced or, to the Knowledge of the Sellers or to the Knowledge of Buyer, as applicable, threatened against or otherwise affecting the notifying party, which relate to the consummation of the transactions contemplated by this Agreement or the Transaction Documents. Any disclosure by a party pursuant to this Section 7.5 shall not be deemed to prevent or cure any misrepresentation, breach of representation or warranty or breach of covenant or limit the rights of the parties under Article IX or Article X. Notwithstanding anything to the contrary contained in this Agreement, the failure to comply with this Section 7.5 will not constitute the failure of any condition set forth in Section 8.2(b) or Section 8.3(b) to be satisfied unless the underlying event would independently result in the failure of such a condition to be so satisfied.

7.6. Indebtedness During the Interim Period.

(a) During the Interim Period, all cash payments made by or on behalf of with respect to the [redacted] Notes to any Company shall be used solely to repay the Interim Period Advances, other than with payments received from in respect of interest on the [redacted] Notes previously paid by a Company, which if received, may be used by the Companies for working capital.

(b) During the Interim Period, if any of the Companies are required pursuant to the terms of the Notes (whether upon maturity or due to an acceleration event thereunder) to pay all or any portion of the balance of the Notes, including any interest, fees or penalties (any such amount, an " Note Payment"), Buyer shall, pursuant to the Advance Agreement, extend loans to such Company from time to time in amounts equal to the amount of each Note Payment (each, an "Interim Period Advance," and collectively, the "Interim Period Advances"), to be evidenced by promissory notes issued under the Advance Agreement, the proceeds of which shall be used solely to repay the Notes in accordance with the terms thereof. At the Closing, the principal amount of the Closing Promissory Notes shall be reduced in an amount equal to the balance of the Interim Period Advances as of the Closing, and neither the Company nor the Sellers shall have any further liability with respect to the Interim Period Advances following the Closing. After the Closing, all rights to repayment of any monies under the Notes from shall be assigned and paid directly to the Sellers, to the extent collected.

(c) If the Sellers request additional capital to fund any of the Companies' operations during the Interim Period, Buyer may, but shall not be required to, advance such funds to such Company, on the terms set forth in the Advance Agreement (each, a "Working Capital Advance," and collectively, the "Working Capital Advances"). At the Closing, the principal amount of the Closing Promissory Notes shall be reduced in an amount equal to the balance of the Working Capital Advances as of the Closing, and neither the Company nor the Sellers shall have any further liability with respect to the Interim Period Advances following the Closing.

7.7. No Shop.

(a) Between the date of this Agreement and the Closing Date, none of the Sellers shall or shall authorize or permit any of its Affiliates (including the Companies and their Subsidiaries) or any of its or their representatives to, directly or indirectly, (i) solicit, initiate, consider, facilitate, continue, encourage or accept any proposal or offer that constitutes an Acquisition Proposal; (ii) participate in any discussion, conversation, negotiation or other communication regarding, or furnish to any other Person any information with respect to, or otherwise cooperate in any way, assist or participate in, facilitate or encourage the submission of, any proposal that constitutes, or could reasonably be expected to lead to, an Acquisition Proposal; or (iii) enter into any agreements or other instruments (whether or not binding) regarding an Acquisition Proposal. For purposes hereof, "Acquisition Proposal" means any inquiry, proposal or offer from any Person (other than Parent, Buyer or any of their Affiliates) relating to the direct or indirect disposition, whether by sale, merger, consolidation, recapitalization, issuance of equity securities or otherwise, of a majority of the issued and outstanding equity securities or Business Assets of any of the Companies or their Subsidiaries. The Sellers shall further ensure that, promptly after the execution of this Agreement, any information previously furnished to any Person other than, Parent, Buyer or any of their Affiliates or representatives with respect to a potential sale of the Companies or their Subsidiaries is either returned to the Sellers or verifiably destroyed.

(b) In addition to the other obligations under this Section 7.7, the Sellers shall promptly (and in any event within forty-eight (48) hours after receipt thereof by any of the Sellers, its Affiliates or its or their representatives) advise Parent of any 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, the material terms and conditions of such request, Acquisition Proposal or inquiry, and the identity of the Person making the same.

7.8. Tax Treatment. Each of the parties hereto covenants with each other: (a) to use commercially reasonable efforts to take, or cause to be taken, any action necessary for one or more of the dispositions of the Companies contemplated herein to qualify as a tax-free reorganization within the meaning of Section 368 of the Code (including, without limitation, to use commercially reasonable efforts to prepare supplements or amendments to this Agreement in furtherance of the efforts to effectuate the contemplated tax treatment described in this Section 7.8); and (b) to the extent the parties hereto agree that one or more of such dispositions of the Companies is intended to qualify as a tax-free reorganization within the meaning of Section 368 of the Code, to not take, or cause to be taken, any action that is inconsistent with such treatment (including, without limitation, filing any Tax Return that is inconsistent with such treatment) or that is reasonably likely to cause such transaction(s) to fail to qualify as a tax-free reorganization within the meaning

of Section 368 of the Code, unless otherwise required by applicable Law.

7.9. Section 280G Approval. Promptly following the execution of this Agreement and no later than two (2) Business Days prior to the Closing Date, the Companies shall use commercially reasonable efforts to solicit approval by their members, to the extent required by, and in manner that complies with, Section 280G(b)(5)(B) of the Code and the regulations promulgated thereunder, of the right of any "disqualified individual" (as defined in Section 280G(c) of the Code) to receive and retain any payments or benefits to be made or deemed made by a Company that would, separately or in the aggregate, in the absence of such approval by stockholders, constitute "parachute payments" pursuant to Section 280G of the Code as a result of the transactions contemplated by this Agreement. Prior to seeking such stockholder approval, such Company shall obtain from each "disqualified individual" (as defined under Section 280G(c) of the Code) with a right to any potential "parachute payment" (as defined under Section 280G(b)(2) of the Code) a waiver of that right ("Waived 280G Benefits") such that unless such payment to that disqualified individual is approved by stockholders in a manner described in Section 280G(b)(5) of the Code, no such payment will be made. Within a reasonable period of time prior to soliciting such waivers and vote, such Company shall provide a draft of such waivers and such stockholder vote solicitation materials (together with any calculations and supporting documentation) to Buyer for Buyer's review, and such Company will consider in good faith any reasonable comments made by Buyer. To the extent that any of the Waived 280G Benefits are not approved by the stockholders of the Company as contemplated above, such Waived 280G Benefits shall not be made or provided in any manner.

7.10. Equity Waivers. The Companies shall obtain and deliver to the Buyer, at or prior to the Closing, from each Person who might otherwise have, receive or have the right or entitlement to receive, any Equity Equivalents of a Company (each, an "Equity Waiver Participant"), a waiver and release agreement in the form mutually agreed to by the parties (the "Equity Waiver Agreements"), pursuant to which each such Person shall agree to waive any and all right or entitlement to any Equity Equivalents of the Companies, effective as of the Closing. Any amounts payable to the Equity Waiver Participants pursuant to the terms of the Equity Waiver Agreements (the "Equity Waiver Payments") shall be deducted from the Total Purchase Price and distributed to the Equity Waiver Participants in accordance with the Proceeds Allocation Schedule and the terms of Section 2.3, and Buyer and Parent shall have no responsibility for any Equity Waiver Payments other than in accordance with the terms of this Agreement.

ARTICLE VIII
Closing Conditions

8.1. Conditions Precedent to Each Party's Obligations. The respective obligations of Buyer and the Sellers to consummate the transactions contemplated by this Agreement are subject to the satisfaction (or, to the extent permitted by applicable Law, waiver by Buyer and the Sellers) of the following conditions at the Closing:

(a) No Proceedings or Orders. No Proceeding commenced by a Government Entity shall be pending or threatened against any party seeking to restrain or prohibit the transactions contemplated by this Agreement, and there shall be no Order of any nature of any Government Entity of competent jurisdiction or any Law that is in effect that restrains, prohibits

or prevents the consummation of the transactions contemplated by this Agreement or that has the effect of rendering it unlawful to consummate the transactions contemplated by this Agreement.

(b) Antitrust Filings. The filings of Buyer and the Sellers pursuant to the HSR Act and any other applicable Antitrust Law, if any, shall have been made and the applicable waiting period and any extensions thereof shall have expired or been terminated.

(c) Regulatory Approval. All consents, approvals and waivers of any Government Entity necessary under Colorado Cannabis Laws in order to permit consummation of the Closing and the transactions contemplated hereunder shall have been obtained (collectively, "Cannabis Regulatory Approvals"), and all notices to any Government Entity necessary under Colorado Cannabis Laws in order to permit consummation of the Closing and the transactions contemplated hereunder shall have been delivered.

8.2. Conditions Precedent to Obligations of Buyer. The obligations of Buyer to consummate the transactions contemplated by this Agreement are subject to the satisfaction (or, to the extent permitted by applicable Law, waiver by Buyer in its sole and absolute discretion) of the following conditions at the Closing:

(a) Accuracy of Representations and Warranties. All representations and warranties of the Companies and the Sellers in this Agreement (i) that are qualified as to materiality, Material Adverse Effect or a similar qualifier shall be true and correct in all respects on and as of the date of this Agreement and on the Closing Date as if made on and as of the Closing Date (except for representations and warranties that are made as of a specific date, in which case they shall be true and correct as of such date), and (ii) that are not qualified as to materiality, Material Adverse Effect or a similar qualifier shall be true and correct in all material respects on and as of the date of this Agreement and on the Closing Date as if made on and as of the Closing Date (except for representations and warranties that are made as of a specific date, in which case they shall be true and correct in all material respects as of such date).

(b) Compliance with Covenants. Each Company and each Seller shall have performed and complied in all material respects with all of its covenants and agreements hereunder required to be performed by it prior to the Closing.

(c) No Material Adverse Effect. No Material Adverse Effect shall have occurred.

(d) Offer Letters. None of the Offer Letters shall have been revoked, rescinded or terminated on or prior to the Closing, all such Offer Letters shall remain in full force and effect as of the Closing, and all of the Offered Employees shall be able to, and shall not have indicated to Parent, Buyer, any Company or any of their representatives an unwillingness to perform in accordance with such Offer Letters.

(e) 2018 Taxes. The Companies shall have paid all federal, state and local income taxes of the Companies for the tax year ended December 31, 2018.

(f) No Owned Real Property. The Companies shall have completed the Sale-Leaseback Transactions, and none of the Companies nor any Subsidiary of any Company shall own any real property.

(g) Section 280G Member Approval. Any Contracts, plans or arrangements that may result, separately or in the aggregate, in the payment of any amount or the provision of any benefit that would be characterized as a "parachute payment" within the meaning of Section 280G of the Code shall have been submitted for approval by such number of members of a Company as is required by the terms of Section 280G in order for such payments and benefits not to be deemed parachute payments under Section 280G of the Code, with such approval to be obtained in a manner that satisfies all applicable requirements of Section 280G of the Code and the regulations promulgated thereunder, or, in the absence of such member approval, none of those payments or benefits shall be paid or provided to any "disqualified individual" (as defined in Section 280G of the Code and the regulations promulgated thereunder).

(h) Deliveries by the Sellers at the Closing. The Sellers shall deliver, or cause to be delivered, to Buyer the following:

(i) Closing Certificate. A certificate, dated as of the Closing Date and validly executed by an executive officer of each Company and each Seller certifying that the conditions set forth in Section 8.2(a), 8.2(b) and 8.2(c) have been satisfied.

(ii) Consents. All of the consents, approvals, authorizations, clearances, waivers or Permits of, or notices to, any Government Entity or Third Party identified on Schedule 8.2(h)(ii) of the Company Disclosure Schedule (in each case, in a form reasonably satisfactory to Buyer).

(iii) Assignment of Company Units. An assignment of Company Units substantially in the form of Exhibit B attached hereto, duly executed by the Sellers;

(iv) Good Standing Certificates. Good standing certificates of each Company and each Subsidiary of a Company from the Secretary of State of the State of Colorado, in each case dated within ten days prior to the Closing Date;

(v) Payoff Letters; Lien Releases. Duly executed payoff letters and UCC-3 termination statements and other terminations, pay-offs and/or releases (in each case, in a form reasonably satisfactory to Buyer) evidencing the complete satisfaction in full of all outstanding Indebtedness for borrowed money of the Companies (other than the Advance, but including for the avoidance of doubt, the [redacted] Notes) and the release of all Liens (other than Permitted Liens) relating thereto (collectively, the "Payoff Letters");

(vi) Termination of Affiliate Transactions. Evidence of the termination of the Affiliate Transactions listed on Schedule 8.2(h)(vi) with no Liability to any Company (in each case, in a form reasonably satisfactory to Buyer);

(vii) Tax Withholding Forms. (A) An affidavit from each Seller certifying that such Seller is not a "foreign person" (within the meaning of Section 1445 of the Code), which affidavits shall be dated as of the Closing Date, signed under penalties of perjury

and in form and substance in accordance with the provisions of Treasury Regulation Section 1.1445-2(b); (B) a properly completed and duly executed IRS Form W-9 from each Seller, each in form and substance reasonably satisfactory to Buyer; and (C) a certificate dated as of the Closing Date duly executed by Beacon satisfying the requirements set forth in Treasury Regulation Sections 1.1445-2(c)(3) and 1.897-2(h), certifying that Beacon is not nor has been a "United States real property holding corporation" (as defined in Section 897 of the Code) at any time during the five years preceding the date of the certificate and a notice duly executed by Beacon, to the IRS in accordance with the requirements of Treasury Regulation Section 1.897-2(h)(2) in form and substance reasonably satisfactory to Buyer;

(viii) Sellers' Certificate. A certificate duly executed by the Sellers certifying that attached thereto are true, complete and correct copies of the certificates of formation of each Company and each Company LLC Agreement, and resolutions or written consents of each Company's managing member and members unanimously authorizing the execution, delivery and performance of this Agreement, the other Transaction Documents, and the transactions contemplated by this Agreement, which resolutions or consents have not been modified, rescinded or revoked;

(ix) Electronic Copy of the Data Room. An electronic copy of the contents of the Data Room as of the Closing Date;

(x) Resignation Letters. Letters of resignation from each manager and officer of the Companies, in form and substance reasonably acceptable to the Buyer, effective as of the Closing;

(xi) Lock-Up Agreements. Lock-up agreements executed by each Seller (the "Lock-Up Agreements"), pursuant to which each Seller shall agree not to, directly or indirectly, sell, transfer, distribute, pledge, hypothecate or otherwise dispose of the Closing Shares except in accordance with the Lock-Up Agreements;

(xii) TGS National Holdings Agreements. Evidence, reasonably satisfactory to the Buyer, that (x) each of the Consulting Agreement between TGS International, LLC and Organigram Holdings Inc., dated September 1, 2016 and the Trademark License Agreement between TGS International, LLC and Organigram Holdings Inc., dated September 1, 2016 has been transferred to one of the Companies and (y) all agreements between TGS National Holdings, LLC, on the one hand, and any Company or Subsidiary of any Company, on the other hand, has been terminated, with no Liability to any Company or Subsidiary of any Company;

(xiii) . Evidence, reasonably satisfactory to the Buyer, that none of the Companies nor any Subsidiary of any Company has any ownership interest in either ; provided that with respect to , the Company shall have entered into an agreement to memorialize the terms and conditions of any projects currently being performed by such entity for the Company as of the Closing Date, in form and substance reasonably satisfactory to the Buyer;

[Redacted - Disclosure of subsidiary entities would be seriously prejudicial to Columbia Care Inc.]

(xiv) Equity Waiver Agreements. Equity Waiver Agreements executed by the applicable Company and each Person required to execute an Equity Waiver Agreement pursuant to Section 7.10; and

(xv) Other Deliveries. Such other documents, certificates or instruments as Buyer may reasonably request in order to effect the transactions contemplated by this Agreement and the other Transaction Documents or to vest in Buyer good and valid title to all outstanding Company Units.

8.3. Conditions Precedent to Obligations of the Sellers. The obligations of the Sellers to consummate the transactions contemplated by this Agreement are subject to the satisfaction (or, to the extent permitted by applicable Law, waiver by the Majority Sellers) of the following conditions at the Closing:

(a) Accuracy of Representations and Warranties. All of the representations and warranties of Buyer and Parent in this Agreement (i) that are qualified as to materiality, Material Adverse Effect or a similar qualifier shall be true and correct in all respects on and as of the date of this Agreement and on the Closing Date as if made on and as of the Closing Date (except for representations and warranties that are made as of a specific date, in which case they shall be true and correct as of such date), and (ii) that are not qualified as to materiality, Material Adverse Effect or a similar qualifier shall be true and correct in all material respects on and as of the date of this Agreement and on the Closing Date as if made on and as of the Closing Date (except for representations and warranties that are made as of a specific date, in which case they shall be true and correct in all material respects as of such date).

(b) Compliance with Covenants. Buyer and Parent shall have performed and complied in all material respects with all of its covenants and agreements hereunder required to be performed by it prior to the Closing.

(c) Deliveries by Buyer at the Closing. Upon the terms and subject to the conditions contained herein, at the Closing, Buyer shall deliver, or cause to be delivered, to Sellers the following:

(i) Closing Certificate. A certificate, dated as of the Closing Date and validly executed by an officer on behalf of Buyer and Parent, certifying that the conditions set forth in Sections 8.3(a) and 8.3(b) have been satisfied.

(ii) Closing Purchase Price. Payment of the Closing Cash Purchase Price and the other amounts specified in Section 2.3(d) in accordance with the provisions set forth therein;

(iii) Offer Letters. The Offer Letters shall remain in full force and effect;

(iv) Closing Shares. Parent shall have delivered or caused to be delivered to each Seller, each Seller's Pro Rata Portion of the Closing Shares as set out in the Proceeds Allocation Schedule, as evidenced by statements from Parent's registrar and transfer agent showing the issuance of the Closing Shares in the names of the Sellers in certificated form,

in non-certificated book-entry form, via direct registration statements (DRS) or other similar instrument and in the amounts specified on the Proceeds Allocation Schedule;

(v) NEO Exchange. Conditional acceptance of the NEO Exchange of the listing of the Parent Shares issuable pursuant to this Agreement; and

(vi) Other Deliveries. Such other documents, certificates or instruments as the Sellers or the Seller Representative may reasonably request in order to effect the transactions contemplated by this Agreement and the other Transaction Documents.

ARTICLE IX
Termination

9.1. Termination. This Agreement may be terminated at any time prior to the Closing:

(a) by the mutual written consent of Buyer and the Seller Representative;

(b) by either Buyer or the Seller Representative upon written notice to the other, if a court of competent jurisdiction or other Government Entity shall have issued a final, non-appealable Order or taken any other action, or there shall exist any Law, in each case preventing or otherwise prohibiting the Closing or that otherwise has the effect of making the Closing or the transactions contemplated by this Agreement illegal;

(c) by Buyer, if any Company or Seller breaches their respective representations, warranties, covenants or agreements contained in this Agreement which breach (i) would give rise to the failure of a condition set forth in Section 8.2(a) or Section 8.2(b) and (ii) (A) cannot be or is not cured prior to the Outside Date or (B) has not been cured within a ten (10)-day period from the date that the Sellers are notified by Buyer in writing of such breach; *provided* that neither Buyer nor Parent is otherwise in material default or material breach of this Agreement;

(d) by the Seller Representative, if Buyer or Parent breach its representations, warranties, covenants or agreements contained in this Agreement which breach (i) would give rise to the failure of a condition set forth in Section 8.3(a) or Section 8.3(b) and (ii) (A) cannot be or is not cured prior to the Outside Date or (B) has not been cured within a ten (10)-day period from the date that Buyer is notified by the Seller Representative in writing of such breach; *provided* that none of the Sellers or Companies is otherwise in material default or material breach of this Agreement;

(e) by either Buyer or the Seller Representative if the Closing does not occur on or prior to the first anniversary of the date of this Agreement (the "Outside Date"), so long as such parties have worked in good faith at all relevant times prior to such date to achieve a Closing; *provided*, however, that (i) Buyer may not terminate this Agreement pursuant to this Section 9.1(e) if the failure to consummate the Closing by the Outside Date is solely the result of a breach of this Agreement by Buyer, (ii) the Seller Representative may not terminate this Agreement pursuant to this Section 9.1(e) if the failure to consummate the Closing by the Outside Date is solely the result of a breach of this Agreement by any Seller and (iii) neither Buyer nor the Seller Representative may terminate this Agreement pursuant to this Section 9.1(e) if the failure to consummate the

Closing by the Outside Date is due solely to the failure of the parties to obtain all necessary Cannabis Regulatory Approvals and other Third Party consents and approvals, provided that the parties are continuing to work in good faith to obtain such Cannabis Regulatory Approvals and other Third Party consents and approvals;

(f) by Buyer after the occurrence of a Material Adverse Effect; or

(g) by the Seller Representative after the occurrence of a Parent Material Adverse Effect.

9.2. Effect of Termination. If any party terminates this Agreement pursuant to, and in accordance with, Section 9.1, this Agreement shall forthwith become void and of no further force and effect, except that (a) the covenants and agreements set forth in Article XIII shall survive such termination indefinitely and (b) nothing herein shall relieve any party from Liability for fraud or for any intentional breach of this Agreement.

ARTICLE X
Indemnification

10.1. Survival of Representations and Warranties. The representations and warranties of the parties (whether set forth in this Agreement or any other Transaction Document, or any Exhibit, Schedule, agreement, certificate or other document delivered in connection herewith) shall survive the Closing until date that is fifteen (15) months following the Closing Date, except that (a) the Fundamental Representations and the representations and warranties set forth in Section 3.9 (Tax Matters) shall survive until ninety (90) days following the expiration of the applicable statute of limitations period. Notwithstanding the foregoing, all representations and warranties related to any claim asserted within the relevant time period set forth in this Section 10.1 shall survive until all such claims shall have been finally resolved and payment in respect thereof, if any is required to be made, shall have been made. All covenants and agreements of the parties (whether set forth in this Agreement or any other Transaction Document, or any Exhibit, Schedule, agreement, certificate or other document delivered in connection herewith and whether to be performed prior to the Closing or after the Closing) shall survive the Closing indefinitely.

10.2. General Indemnification.

(a) Indemnification Obligations of the Sellers.

(i) Subject to the limitations contained in Section 10.3, from and after the Closing, each Seller shall jointly and severally indemnify Buyer and its respective Affiliates, officers, directors, employees, agents, representatives, successors and permitted assigns (collectively, the "Buyer Indemnified Persons") in respect of any Losses which any Buyer Indemnified Person may suffer as a result of, in connection with or relating to any of the following:

A. any breach or inaccuracy of any representation or warranty of any Seller or any Company contained in this Agreement or any other Transaction Document, or any Exhibit, Schedule, agreement, certificate or other document

delivered or caused to be delivered by or on behalf of the Companies or any Seller in connection herewith;

B. any nonfulfillment or breach of any covenant, agreement or other provision by any Seller or the Companies at any time under this Agreement or any other Transaction Document, or any Exhibit, Schedule, agreement, certificate or other document delivered or caused to be delivered by or on behalf of the Companies or any Seller in connection herewith;

C. any claim by any Person regarding the calculation of the Closing Cash Purchase Price or the allocation of the Total Purchase Price amongst the Sellers and the Equity Waiver Participants, including as a result of any inaccuracy or error in the Proceeds Allocation Schedule;

D. any Pre-Closing Taxes (other than 2019 income tax liabilities of the Companies, but only to the extent accrued on the balance sheet of the Companies as of Closing);

E. any Transaction Expenses, Closing Indebtedness, the [redacted] Notes, or Equity Waiver Payments, to the extent not included in the calculation of the Total Purchase Price or not otherwise paid at or prior to the Closing;

F. any claim by any current or former employee of any of the Companies or any of their Subsidiaries, in their capacity as employees, arising out of facts or circumstances existing through the Closing Date, including claims related to termination of any such employee's employment with such Company or any of its Subsidiaries on or prior to the Closing Date;

G. any fraud, intentional misrepresentation or intentional breach of this Agreement by any Company, any Seller or the Seller Representative that occur prior to the Closing Date; and

H. that certain Binding Mediation Memorandum of Understanding among , certain of the Companies, the Sellers and the other parties named therein dated as of March 25, 2019 (the " MOU") and the transactions and agreements described in the MOU.

(ii) Subject to the limitations contained in Section 10.3, from and after the Closing, each Seller shall severally and not jointly indemnify the Buyer Indemnified Persons in respect of any Losses which any Buyer Indemnified Person may suffer as a result of, in connection with or relating to, any breach or inaccuracy of any representation or warranty of such

Seller contained in Article IV of this Agreement or any other Transaction Document, or any Exhibit, Schedule, agreement, certificate or other document delivered by or on behalf of such Seller in connection herewith.

(b) Indemnification Obligations of Buyer. Subject to the limitations contained in Section 10.4, from and after the Closing, Buyer shall indemnify the Sellers and each of their respective Affiliates, officers, directors, employees, agents, representatives, successors and permitted assigns (collectively, the "Seller Indemnified Persons") in respect of any Losses which any Seller Indemnified Person may suffer as a result of, in connection with or relating to any of the following:

(i) any breach or inaccuracy of any representation or warranty of Buyer under this Agreement or any other Transaction Document, or any Exhibit, Schedule, agreement, certificate or other document delivered or caused to be delivered by Buyer in connection herewith; or

(ii) any nonfulfillment or breach of any covenant, agreement or other provision by Buyer under this Agreement or any other Transaction Document, or any Exhibit, Schedule, agreement, certificate or other document delivered or caused to be delivered by Buyer in connection herewith; or

(iii) any liability under any personal guaranty provided by the Sellers under Contracts of the Companies to the extent such Contracts are breached by Buyer after the Closing Date; provided that after the Closing Buyer shall make commercially reasonable efforts to remove any personal guaranty obligations of the Sellers from Contracts with continuing obligations by the Companies after the Closing.

(c) Notwithstanding anything in this Agreement to the contrary, if any representation or warranty contained in this Agreement or any other Transaction Document or in any Exhibit, Schedule, agreement, certificate or other document delivered in connection herewith is qualified by materiality, Material Adverse Effect or a similar qualifier, such qualification will be ignored and deemed not included in such representation or warranty for purposes of (i) determining whether there has been a breach or inaccuracy of such representation or warranty or certificate and (ii) calculating the amount of Losses with respect to such breach or inaccuracy.

10.3. Limitations on Indemnification by the Sellers. Notwithstanding anything contained in Section 10.2, the indemnification obligations of the Sellers are subject to the following limitations:

(a) Sellers shall not be required to indemnify any Buyer Indemnified Person in respect of any Losses for which indemnity is claimed under Section 10.2(a)(i)A, unless and until the aggregate amount of all such Losses for which indemnification is being claimed equals or exceeds $500,000.00 (the "Deductible") (at which point Sellers shall be responsible for the full amount of all such Losses in excess of the Deductible); *provided* that the Deductible shall not apply to any Losses relating to any breach or inaccuracy of any Fundamental Representation, or any Losses resulting from or related to fraud or intentional misrepresentation.

(b) Sellers shall not be required to indemnify the Buyer Indemnified Persons in respect of any Losses for which indemnity is claimed under Section 10.2(a)(i)A to the extent that the aggregate amount of such Losses exceed $10,500,000.00 (the "Cap"); *provided* that the Cap shall not apply to any Losses relating to any breach or inaccuracy of any Fundamental Representation, or any Losses resulting from or related to fraud or intentional misrepresentation.

(c) No Seller may assert any right of indemnification under the certificate of formation of the Companies, the Company LLC Agreements (or other comparable organizational documents), or the limited liability company agreement or bylaws of any successor entity thereto, for any Loss for which any Buyer Indemnified Persons are entitled to be indemnified under this Agreement.

(d) Payments by Sellers in respect of any Loss shall be limited to the amount of any Liability or damage that remains after deducting therefrom any insurance proceeds and any indemnity, contribution or other similar payment received or reasonably expected to be received by the Buyer Indemnified Persons in respect of any such claim. Notwithstanding the foregoing, nothing herein shall be construed as requiring any Buyer Indemnified Person to seek recovery under insurance policies or indemnity, contribution or other similar agreements.

(e) In no event shall any Seller be liable to any Buyer Indemnified Persons for any punitive, incidental, consequential, special or indirect damages, including loss of future revenue or income, loss of business reputation or opportunity relating to the breach or alleged breach of this Agreement, or diminution of value or any damages based on any type of multiple.

10.4. Limitations on Indemnification by Buyer. Notwithstanding anything contained in Section 10.2, the indemnification obligations of Buyer are subject to the following limitations:

(a) Buyer shall not be required to indemnify any Seller Indemnified Person in respect of any Losses for which indemnity is claimed under Section 10.2(b)(i), unless and until the aggregate amount of all such Losses for which indemnification is being claimed equals or exceeds the Deductible (at which point Buyer shall be responsible for the full amount of all such Losses in excess of the Deductible); *provided* that the Deductible shall not apply to any Losses resulting from or related to fraud or intentional misrepresentation.

(b) Buyer shall not be required to indemnify the Seller Indemnified Persons in respect of any Losses for which indemnity is claimed under Section 10.2(b)(i) to the extent that the aggregate amount of such Losses exceeds the Cap; *provided* that the Cap shall not apply to any Losses resulting from or related to fraud or intentional misrepresentation.

(c) Payments by Buyer in respect of any Loss shall be limited to the amount of any Liability or damage that remains after deducting therefrom any insurance proceeds and any indemnity, contribution or other similar payment received or reasonably expected to be received by the Seller Indemnified Persons in respect of any such claim. Notwithstanding the foregoing, nothing herein shall be construed as requiring any Seller Indemnified Person to seek recovery under insurance policies or indemnity, contribution or other similar agreements.

(d) In no event shall any Buyer be liable to any Seller Indemnified Persons for any punitive, incidental, consequential, special or indirect damages, including loss of future

revenue or income, loss of business reputation or opportunity relating to the breach or alleged breach of this Agreement, or diminution of value or any damages based on any type of multiple.

10.5. Manner of Payment.

(a) Any indemnification owing pursuant to this Article X by any Seller shall be paid at the election of the Seller Representative, by either (x) permitting Buyer to reduce any amounts remain outstanding on the Closing Promissory Notes; or (y) by having each Seller pay its Pro Rata Portion of any such amount by wire transfer of immediately available funds directly to the Buyer Indemnified Persons within ten (10) Business Days after the determination of the indemnification amount owing; *provided*, however, that Parent agrees to waive the Lock-Up Agreement if requested by a Seller to the extent necessary in order to allow such Seller to sell shares in order to fund any such indemnification owing by such Seller hereunder.

(b) Any indemnification owing pursuant to this Article X by Buyer shall be payable to the Sellers (in accordance with their respective Pro Rata Portions) by wire transfer of immediately available funds to the bank account specified for each Seller in the Proceeds Allocation Schedule within ten (10) Business Days after the determination of the indemnification amount owing.

10.6. Third Party Claims. If any Proceeding is initiated by any Third Party against any Person entitled to seek indemnification under this Article X (an "Indemnified Party"), and if such Indemnified Party intends to seek indemnification with respect thereto under this Article X, such Indemnified Party shall promptly, after receipt of written notice of such Proceeding, provide written notice of such Proceeding to the party or parties from whom the Indemnified Party intends to seek indemnification (which in the case of a claim against any Seller, shall be the Seller Representative, which shall act for and on behalf of all Sellers for all purposes under this Section 10.6) (the "Responsible Party"), which notice shall describe such Proceeding in reasonable detail and the amount claimed in respect thereof (if known and quantifiable); *provided* that the failure to so notify a Responsible Party shall not relieve such Responsible Party of its obligations hereunder unless and to the extent the Responsible Party shall be actually and materially prejudiced by such failure to so notify. Such notice by the Indemnified Party shall describe the 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 Indemnified Party shall have the right in its sole discretion to assume and control the defense or settlement of any such Proceeding; *provided* that a Responsible Party shall be entitled to participate in (but not control the conduct of) the defense of such Proceeding giving rise to an Indemnified Party's claim for indemnification at such Responsible Party's expense; *provided further* that if an Indemnified Party settles any such Proceeding without the consent of the Responsible Party, such settlement shall not be determinative of the amount of Losses relating to such matter or as to the existence of an indemnifiable breach. If the Indemnified Party elects not to compromise or defend such claim, the Responsible Party may pay, compromise and defend such claim, at such Responsible Party's expense. The Sellers and Buyer shall cooperate with each other in all reasonable respects in connection with the defense of any such Proceeding, including making available records relating to such claim and furnishing, without expense (other than reimbursement of actual out-of-pocket expenses) to the defending party, management employees of the non-

defending party as may be reasonably necessary for the preparation of the defense of such claim.

10.7. Final Purchase Price Adjustment. All indemnification payments made under this Article X shall be deemed to be an adjustment to the Total Purchase Price for Tax purposes, unless otherwise required by Law.

10.8. Exclusive Remedies. The remedies provided in this Article X, subject to the limitations set forth herein, shall, from and after the Closing, be the sole and exclusive monetary remedies of the Buyer Indemnified Persons and the Seller Indemnified Persons with respect to the transactions contemplated by this Agreement (except (a) in the case of fraud or intentional misrepresentation and (b) for any other remedies expressly set forth in Section 11.2 and Section 11.5) and subject to the foregoing, no party hereto shall have any other rights or remedies in connection with any breach of this Agreement or any other Loss arising out of the negotiation, entry into or consummation of the transactions contemplated by this Agreement for the recovery of Losses resulting from, relating to or arising out of this Agreement; *provided* that this Article X shall not be the exclusive remedy of the parties under any Transaction Document other than this Agreement.

ARTICLE XI
Post-Closing Covenants and Agreements

Each of the parties hereto agrees as follows with respect to the period after the Closing Date:

11.1. Tax Matters.

(a) Allocation of Taxes for a Straddle Period. Pre-Closing Taxes shall include Taxes for a Straddle Period in an amount equal to: (A) in the case of any gross receipts, income or similar Taxes, the portion of such Taxes allocable to the portion of the Straddle Period ending on or before the Closing Date, as determined on the basis of the deemed closing at the end of the Closing Date of the relevant books and records of the Companies and their respective Subsidiaries and (B) in the case of any Taxes (other than gross receipts, income, or similar Taxes), the Taxes for the entire Straddle Period multiplied by a fraction the numerator of which is the number of days in the Straddle Period from the beginning of the Straddle Period through and including the Closing Date and the denominator of which is the number of days in the entire Straddle Period.

(b) Tax Returns for Straddle Periods and Pre-Closing Periods.

(i) Buyer shall prepare or cause to be prepared and file or cause to be filed (i) all Tax Returns of each of the Companies and their respective Subsidiaries for Pre-Closing Tax Periods that are required to be filed under applicable Law after the Closing Date and (ii) all Tax Returns of each of the Companies and their respective Subsidiaries for the Straddle Period; *provided* that Buyer shall provide drafts of each such income Tax Return to Seller Representative for Seller Representative's review and comment at least thirty (30) days prior to the due date for filing such income Tax Return. Buyer shall consider in good faith all reasonable comments made in writing by the Seller Representative at least fifteen (15) days prior to the due date for filing such income Tax Return, and shall adopt all reasonable comments consistent with past practice and not contrary to applicable Law.

(c) Other Tax Return Matters. Notwithstanding anything in this Agreement to the contrary, Buyer (and, after the Closing, each of the Companies and their respective Subsidiaries) shall be entitled to, and shall be in full control of any decisions to, (i) participate and control any "voluntary disclosure" process or procedure sponsored by a particular Taxing Authority with respect to sales and use Taxes or payroll Taxes for any Pre-Closing Tax Period (and any related process with respect to other Taxes that is required under applicable Law in order to participate in such voluntary disclosure process) and (ii) make any remedial Tax filings with respect to any Pre-Closing Tax Period, including, for the avoidance of doubt, any remedial Tax filings relating to sales and use taxes or in any non-U.S. jurisdiction, that Buyer reasonably determines to be appropriate. All refunds of income Taxes (including refunds of income Taxes applied as a credit against estimated Taxes) with respect to income Tax Returns of a Company for Pre-Closing Tax Periods ended on or prior to December 31, 2018 shall be for the account of the Sellers, and the amount of such refunds of income Taxes (net of any Taxes and reasonable costs or expenses payable by Buyer or any of its Affiliates, including such Company and its Subsidiaries and Parent), shall be paid to the Seller Representative (for distribution to the Sellers) within fifteen (15) Business Days after such Company's actual receipt of such refunds of income Taxes (or application of such refunds of income Taxes as a credit against estimated Taxes). For the avoidance of doubt, the consent of the Seller Representative or any Seller shall not be required with respect to any matters described in the immediately preceding sentence (or any decisions taken by Buyer with respect thereto); *provided* that the Seller Representative shall receive advance written notice from Buyer of any such proposed process, procedure or remedial Tax filings proposed by Buyer prior to officially commencing such process or procedure or making such filing, and Buyer shall consider in good faith all comments reasonably proposed by the Seller Representative at least fifteen (15) days prior to the date of filing. The Seller Representative and each Seller shall reasonably cooperate fully with Buyer in connection therewith.

(d) Cooperation on Tax Matters.

(i) Buyer, on the one hand, and the Seller Representative and each Seller on the other, shall cooperate fully, as and to the extent reasonably requested by the other party, in connection with the preparation and filing of any Tax Returns pursuant to this Section 11.1 and any audit or other Proceeding with respect to Taxes. Such cooperation shall include the retention and, upon the other party's request, the provision of records and information which are reasonably relevant to any such audit or other Proceeding and making employees available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder. Buyer and each of the Companies and their respective Subsidiaries, on the one hand, and each Seller and the Seller Representative, on the other hand, agree to retain all books and records with respect to Tax matters pertinent to the Companies and their respective Subsidiaries relating to any taxable period beginning before the Closing Date for a period of seven (7) years and to abide by all record retention agreements entered into with any Taxing Authority; *provided* that Buyer may dispose of such books and records that are offered in writing to, but not accepted by, Seller Representative.

(ii) Buyer and the Seller Representative further agree, upon request, to use their commercially reasonable efforts to obtain any certificate or other document from any Taxing Authority or any other Person as may be necessary to mitigate, reduce or eliminate any

Tax that could be imposed (including with respect to the transactions contemplated by this Agreement).

(e) Transfer Charges. The Sellers shall be responsible for all transfer, documentary, sales, use, stamp, registration and other such Taxes and fees (including any penalties and interest, but excluding any fees imposed by the State of Colorado and localities under Colorado Cannabis Laws) incurred in connection with this Agreement (collectively, "Transfer Charges"), and the Seller Representative shall, at the sole cost of the Sellers, file all necessary Tax Returns and other documentation with respect to all such Transfer Charges, and, if required by applicable Law, Buyer shall, and shall cause each of the applicable Companies and their respective Subsidiaries to, join in the execution of any such Tax Returns and other documentation. To the extent that any such Transfer Charge is by applicable Law payable by Buyer rather than Sellers, Sellers shall, within twenty (20) days after the Closing, transfer the amount due in immediately available funds to an account designated by Buyer.

(f) Tax Treatment. The parties hereto agree with respect to certain Tax matters as follows: (i) that each of MJ Brain Bank, LLC, TGS Colorado Management, LLC and TGS Global, LLC shall terminate under Section 708 of the Code as of the end of the Closing Date and shall file IRS Form 1065 for the partial year ending as of the end of the Closing Date and Buyer shall file appropriate U.S. federal income tax returns reflected the items of income, gain, loss, deduction, and credit for taxable periods and/or partial or whole tax years beginning after the Closing Date and (ii) unless mutually agreed to by the parties after the date hereof (including, for example, pursuant to clause (iii) of this sentence), for U.S. federal and state income Tax purposes, to treat the Buyer's purchase of the Seller's Company Units in each of MJ Brain Bank, LLC, TGS Colorado Management, LLC and TGS Global, LLC in accordance with Revenue Ruling 99-6, 1999-1 C.B. 432 (A) as a sale of partnership interests with respect to the Sellers and (B) with respect to Buyer, as a purchase of all the assets of such entities, and (iii) with regard to any transfers by the Sellers hereunder of Company Units of a Company that is taxed as a "C" corporation for U.S. federal income tax purposes, any such transfers shall be reported in a manner consistent with Section 7.8(b).

11.2. Restrictive Covenants; Confidentiality.

(a) Non-Solicit; No Hire. As an inducement for Buyer to enter into this Agreement and to consummate the transactions contemplated by this Agreement, each Seller hereby covenants and agrees that during the period beginning on the date of this Agreement and ending on the third (3rd) anniversary of the Closing Date (the "Restrictive Period"), such Seller shall not (and shall cause its Affiliates not to), directly or indirectly, (i) induce, attempt to induce, solicit to hire, hire or employ, whether as an officer, employee, representative, agent or otherwise, any officer, employee, representative or agent of any Company (or any successor thereto or Affiliate thereof) or assist in such solicitation or hiring by any other Person or encourage any such associate to terminate his or her association with a Company (or any successor thereto or Affiliate thereof) (ii) interfere with the relationship between any Company (or any successor thereto or Affiliate thereof) and any employee thereof. Notwithstanding anything in this Agreement to the contrary, the foregoing shall not prevent any Seller from undertaking general solicitations of employment not targeted at any of the foregoing employees. As an inducement for Buyer to enter into this Agreement and to consummate the transactions contemplated by this Agreement, each

Seller hereby further covenants and agrees that during the Restrictive Period, such Seller shall not (and shall cause its Affiliates not to), directly or indirectly, induce or attempt to induce any customer, supplier, service provider, licensee or other business relation of any Company (or any successor thereto or Affiliate thereof) to cease doing business with any Company (or any successor thereto or Affiliate thereof), or in any way interfere with the relationship between any Company (or any successor thereto or Affiliate thereof) and any customer, supplier, service provider, licensee or other business relation thereof (including by inducing or attempting to induce any such person or entity to reduce the amount of business it does with any Company (or any successor thereto or Affiliate thereof)).

(b) Non-Compete. As an inducement for Buyer to enter into this Agreement and to consummate the transactions contemplated by this Agreement, each Seller hereby covenants and agrees that during the Restrictive Period:

(i) such Seller shall not (and shall cause its Affiliates not to), directly or indirectly, engage or have a financial interest in, manage, control, participate in (whether as an officer, director, employee, partner, manager, member, agent, representative or otherwise), consult with or render services to, any Person or business that cultivates, grows, produces, distributes, markets, sells or licenses cannabis, or otherwise provides any cannabis products or services, in each case, in the United States of America (the "Territory"). Nothing herein shall prohibit a Seller (or any of its Affiliates) from (i) being a passive owner of not more than 1% of the outstanding securities of any class of a company which is publicly traded, so long as such Seller (or any of its Affiliates) has no active participation in the business of such company, (ii) having a financial interest in, managing, controlling, participating in (whether as an officer, director, employee, partner, manager, member, agent, representative or otherwise), consulting with or rendering services to any non-plant touching businesses that do not provide products or services that compete with any products or services of Parent, Buyer or any of their Affiliates (including, for the avoidance of doubt, the Companies and their Subsidiaries), (iii) any competitive activity resulting from ownership of Sellers in MotaWorks, or DellockDigitl, LLC, to the extent such assets or interests are acquired by Sellers from Parent after the Closing Date and (iv) any competitive activity resulting from ownership and operation of and its subsidiaries in the State of Illinois until such time as it is acquired by or another Third Party.

(ii) such Seller shall not (and shall cause its Affiliates not to), directly or indirectly, actively engage, manage, control or participate in any business that competes with any Company or any Subsidiary of a Company in the Territory.

Each Seller acknowledges that the geographic restrictions set forth above are reasonable and necessary to protect the goodwill of the Companies' businesses being sold by the Sellers pursuant to this Agreement.

(c) Confidentiality. From and after the Closing, each Seller shall, and shall cause its Affiliates to, hold, and shall use its commercially reasonable efforts to cause its representatives to hold, in confidence and not disclose to any Third Party any and all information, whether written or oral, to the extent relating to Parent, Buyer, the Companies or the transactions contemplated by this Agreement, except to the extent that such information (a) is generally available to or known by the public (other than through disclosure by such Seller, any of its

Affiliates or representatives in violation of this Section 11.2(c)); (b) is lawfully acquired by such Seller, any of its Affiliates or representatives after the Closing from a source (other than the Companies, Parent, Buyer or any of their Affiliates) which is not prohibited from disclosing such information by a legal, contractual or fiduciary obligation; (c) is independently derived by such Seller or any of its Affiliates after the Closing without reference to or use of information subject to the confidentiality obligations of this Section 11.2(c); or (d) is required to be disclosed by Law, and in the case of this subclause (d), each Seller shall (i) disclose only that portion of such information which such Seller is advised by its counsel is legally required to be disclosed, (ii) cooperate with Buyer (at its expense) to obtain a protective order or other confidential treatment with respect to such information and (iii) provide Buyer with a reasonable opportunity to review and comment on such disclosure.

(d) Each Seller acknowledges that the restrictions contained in this Section 11.2 are reasonable and necessary to protect the legitimate interests of the Companies, Parent and Buyer and constitute a material inducement to Parent and Buyer to enter into this Agreement and consummate the transactions contemplated by this Agreement. Each Seller acknowledges and agrees that: (i) if, at the time of enforcement of any of the covenants and agreements set forth in Section 11.2(a) or Section 11.2(b), a court shall hold that the duration or scope stated herein are unreasonable under circumstances then existing, Parent, Buyer and such Seller agree that the maximum duration or scope under such circumstances shall be substituted for the stated duration or scope and that the court shall be allowed to revise the restrictions contained herein to cover the maximum period and scope permitted by Law; (ii) if the courts of any one or more of such jurisdictions hold any of the covenants and agreements set forth in this Section 11.2 unenforceable in whole or in part, it is the intention of Parent, Buyer and such Seller that such determination shall not bar or in any way adversely affect the rights of any party hereto to equitable relief and remedies hereunder in courts of any other jurisdiction as to any nonfulfillment or breach of such covenant or agreement, such covenants and agreements being, for this purpose, severable into diverse and independent covenants and agreements; (iii) each covenant contained in this Section 11.2 and each provision hereof is a severable and distinct covenant and provision and the invalidity or unenforceability of any such covenant or provision as written shall not invalidate or render unenforceable the remaining covenants or provisions hereof, and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such covenant or provision in any other jurisdiction and (iv) in the event of any Seller's nonfulfillment or breach of any of the covenants and agreements set forth in this Section 11.2, Parent and Buyer would be irreparably harmed, money damages would be inadequate and Parent and Buyer would not have adequate remedy at law, and that Parent and Buyer, in addition and supplementary to other rights and remedies existing in their favor, may apply to any court of law or equity of competent jurisdiction for specific performance, injunctive relief and/or other relief, without proof of actual damages, in order to enforce or prevent any violations of such covenants and agreements (without posting a bond or other security, and each Seller hereby irrevocably waives any right it may have to require the posting of any such bond or other security). In addition, in the event of any nonfulfillment or breach of any of the covenants and agreements set forth in this Section 11.2, the periods described herein shall be tolled until such nonfulfillment or breach has been duly cured.

11.3. Release. As a material inducement to Parent and Buyer to enter into this Agreement, effective as of the Closing, each Seller, on its own behalf and on behalf of its Affiliates, agrees not to sue and fully releases and forever discharges Parent, Buyer, the Companies and each

of their directors, officers, employees, members, managers, shareholders, agents, assigns and successors, past and present, with respect to and from any and all Proceedings, demands, rights, liens, Contracts, covenants, Liabilities, debts, expenses (including reasonable attorneys' fees) and Losses of whatever kind or nature in law, equity or otherwise, whether now known or unknown, and whether or not concealed or hidden, to the extent arising out of facts or circumstances in existence prior to the Closing; *provided* that nothing in this Section 11.3 shall prohibit any Seller from enforcing such Seller's rights under this Agreement. Without limiting the generality of the foregoing, each Seller hereby waives, releases and agrees not to make any claim or bring any contribution, cost recovery or other action against any Company with respect to such Seller's obligations under this Agreement and any other Transaction Document or any facts or circumstances in existence prior to the Closing. It is the intention of each Seller that such release be effective as a bar to each and every demand and Proceeding hereinabove specified and in furtherance of such intention, each Seller, on its own behalf and on behalf of its Affiliates, hereby expressly waives, effective as of the Closing, any and all rights and benefits conferred upon such Person by the provisions of applicable Law and expressly agrees that this release will be given full force and effect according to each and all of its express terms and provisions, including those related to unknown and unsuspected demands and Proceedings, if any, as those relating to any other demands and Proceedings hereinabove specified, but only to the extent such provision is applicable to releases such as this.

11.4. Right to Acquire . After the Closing Date beginning April 1, 2021 and ending July 1, 2021, the Sellers shall have an option to purchase from the Buyer 85% of and/or 100% of the assets of , for an aggregate cash purchase price of $. In the event the Sellers exercise this option, the Buyer shall receive, as part of the consideration, a fully paid, perpetual license to use the technology. The Sellers shall exercise the option within the dates set forth herein by delivering written notice to Buyer, and thereafter, Buyer and the Sellers shall work in good faith to negotiate and close the transaction on commercially reasonable terms as promptly as is commercially practicable.

11.5. Operation of the Business.

(a) Following the Closing and through December 31, 2020 (the "Post-Closing Period"), the Offered Employees shall continue to manage the business of the Companies, subject to, and in accordance with the terms of the Offer Letters and Schedule 11.5, and neither Parent nor Buyer will take any action, or refrain from taking any action, with the purpose of reducing the amount of, or avoiding or delaying, the issuance of the Milestone Shares. If the Offered Employees believe in good faith that an action of the Parent or Buyer is reasonably likely to have the effect of reducing the amount of or avoiding or delaying the issuance of the Milestone Shares, the parties will use commercially reasonable good faith efforts to prevent such effect from occurring.

(b) Notwithstanding the foregoing, neither Parent nor Buyer shall have any obligation to fund the operations of the Companies after the Closing. In the event that the Sellers request that Parent and/or Buyer fund the operations of the Companies, including the provision of any guarantees or collateral to support the operations of the Companies (any such funds, guarantees or collateral, "Buyer Support"), during Post-Closing Period in order to maintain the operations of the business of the Companies consistent with past practices, the Sellers shall forfeit a number of

Parent Shares equal to (A) the lesser of (i) the aggregate amount of Buyer Support and (ii) $7,500,000 *divided by* (B) the closing price of the Parent Common Shares on December 31, 2020 (provided that such price shall not be less than CAN$3.87 nor more than CAN$7.18) *multiplied by* 100, rounded down to the nearest whole share. If the Sellers do not hold a sufficient number of Parent Shares in order to satisfy all of their obligations under this Section 11.5 on December 31, 2020, the Sellers shall pay to the Buyer an amount in cash equal to such deficiency, by wire transfer of immediately available funds, within ten (10) Business Days of December 31, 2020. For the sake of clarity, so long as the Sellers cause the Company to pay its Taxes for the 2019 Tax Period on or prior to October 15, 2020 from accruals disclosed to Buyer as of the date hereof as well as with cash generated from operations prior to October 15, 2020, and requiring no further Buyer Support needed to fund the ordinary course operations of the Companies (as operated consistent with past practices) during the Post-Closing Period, no forfeiture of Parent Shares will be required pursuant to this Section 11.5. The Sellers hereby covenant and agree to execute and deliver such additional documents, instruments and conveyances, and take such other actions and do such other things, as may be reasonably necessary or appropriate to effect the forfeiture of Parent Shares in accordance with this Section 11.5.

ARTICLE XII
Seller Representative

12.1. Role. The parties have agreed that it is desirable to designate Kyle Speidell and Eric Speidell to act on behalf of the Sellers as the Seller Representative for the purposes specified herein. Either of such person acting alone or jointly may act as Seller Representative.

12.2. Authority and Rights.

(a) By virtue of the adoption and approval of this Agreement and acceptance of any consideration pursuant to this Agreement and without any further action of any Seller, each Seller hereby irrevocably constitutes and appoints each of Kyle Speidell and Eric Speidell (or any successor representative) as its representatives as the Seller Representative as provided in this Agreement and as the true and lawful attorney-in-fact and exclusive agent under this Agreement and any other Transaction Document, including the power to take any and all actions specified in or contemplated by this Agreement and any other Transaction Document, and take all actions necessary in the judgment of the Seller Representative for the accomplishment of the foregoing. The Seller Representative shall take or refrain from taking any and all actions that they believe are necessary under this Agreement for and on behalf of the Sellers, as fully as each such Seller were acting on its own behalf. All actions taken by the Seller Representative under this Agreement shall be binding upon each Seller and its successors as if expressly confirmed and ratified in writing by each of them and all defenses which may be available to any Seller to contest, negate or disaffirm the action of the Seller Representative taken in good faith under this Agreement or any other Transaction Document are waived.

(b) If the Seller Representative shall resign or otherwise be unable to fulfill their responsibilities as representative of the Sellers, the Majority Sellers shall, within ten (10) days after the occurrence of such event, appoint a successor representative and, promptly thereafter, shall notify Buyer of the identity of such successor. Any such successor shall become the "Seller Representative" for purposes of this Agreement and the other Transaction Documents. If for any

reason there is no Seller Representative at any time, all references herein or in any other Transaction Document to the Seller Representative shall be deemed to refer to each Seller.

(c) The immunities and rights to indemnification of the Seller Representative shall survive the resignation or removal of the Seller Representative and the Closing or any termination of this Agreement and any other Transaction Document. The powers, immunities and rights to indemnification granted to the Seller Representative hereunder are coupled with an interest and shall be irrevocable and survive the death, incompetence, bankruptcy or liquidation of the respective Seller and shall be binding on any successor thereto.

(d) Except in cases of fraud, intentional misconduct or gross negligence, the Seller Representative will have no Liability to Parent, Buyer, any Company or any Seller or their respective successors or assigns with respect to actions taken or omitted to be taken in good faith in their capacity as the Seller Representative and shall be entitled to indemnification and reimbursement from the Sellers against any loss, liability, fees or expenses arising out of actions taken or omitted to be taken in good faith in their capacity as the Seller Representative.

(e) Parent and Buyer shall be entitled to rely upon any document or other paper delivered by the Seller Representative as being authorized by each Seller, and neither Parent nor Buyer shall be liable to the Seller Representative or any Seller for any action taken or omitted to be taken by Parent or Buyer based on such reliance. All decisions and actions by the Seller Representative, including any agreement between the Seller Representative and Buyer relating to the defense or settlement of any claims for which any Seller may be required to indemnify the Buyer Indemnified Persons pursuant to Article X, shall be binding upon each Seller, and no Seller shall have the right to object, dissent, protest or otherwise contest the same.

ARTICLE XIII
Miscellaneous

13.1. Fees and Expenses. Except to the extent otherwise provided in this Agreement, all fees and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such fees and expenses, whether or not the transactions contemplated by this Agreement are consummated.

13.2. Further Assurances. The Sellers shall, and shall cause their respective Affiliates to, from time to time at the request of Buyer, without any additional consideration, furnish Buyer such further information or assurances, execute and deliver such additional documents, instruments and conveyances, and take such other actions and do such other things, as may be reasonably necessary or appropriate to carry out the provisions of this Agreement and the other Transaction Documents and give effect to the transactions contemplated by this Agreement and the other Transaction Documents, including to vest in Buyer good and valid title to all of the issued and outstanding Company Units. Without limiting the foregoing, each of the parties hereto shall use commercially reasonable efforts to prepare and file such amendments, restatements, modifications, supplements and ancillary agreements reasonably necessary to assist in obtaining applicable regulatory approvals required under applicable Colorado Cannabis Laws to approve the transaction in the most expeditious manner and achieve the intended tax treatment of the transactions contemplated hereunder, in each case to the extent permissible under applicable Law,

so long as no such amendment, restatement, modification, supplement or ancillary agreement results in either an increase in the Total Purchase Price paid by Buyer to the Sellers or a decrease in the Total Purchase Price received by the Sellers (for the avoidance of doubt, without regard to the Sellers' respective Tax consequences relating to the transactions contemplated hereunder).

13.3. Press Release and Announcements. Neither the Sellers nor their respective Affiliates nor any of their respective representatives shall issue any press releases or make any public announcement with respect to this Agreement or the transactions contemplated by this Agreement without the prior written consent of Buyer, except as such press release or public announcement may be required by applicable Laws or the rules or regulations of any United States or foreign securities exchange to which such party is subject. The Sellers shall have the opportunity to review all press releases and public announcements of Buyer and Parent prior to release.

13.4. Consent to Amendments; Waivers. This Agreement may be amended, or any provision of this Agreement may be waived upon the approval, in writing, executed by Buyer and the Seller Representative. No course of dealing between or among the parties hereto shall be deemed effective to modify, amend or discharge any part of this Agreement or any rights or obligations of any party under or by reason of this Agreement. No delay or failure on the part of a party in exercising or enforcing any right under this Agreement shall impair or be construed as a waiver of any such right, or be construed as a waiver of any default, or shall affect the right of such party thereafter to enforce each and every provision of this Agreement in accordance with its terms, nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring.

13.5. Successors and Assigns. This Agreement and all covenants and agreements contained herein and rights, interests or obligations hereunder, by or on behalf of any of the parties hereto, shall bind and inure to the benefit of the respective successors and permitted assigns of the parties hereto whether so expressed or not, except that neither this Agreement nor any of the covenants and agreements herein or rights, interests or obligations hereunder may be assigned or delegated by any Seller, without the prior written consent of Buyer, and neither this Agreement nor any of the covenants and agreements herein or rights, interests or obligations hereunder may be assigned or delegated by Buyer without the prior written consent of each Seller; *provided* that Buyer may assign this Agreement and its rights and obligations hereunder without such prior written consent to any of its Affiliates.

13.6. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Agreement or the application of any such provision to any Person or circumstance shall be held to be prohibited by, illegal or unenforceable under applicable Law in any respect by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition, illegality or unenforceability, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

13.7. Counterparts; Electronic Signatures. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of

2000, *e.g.*, www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

13.8. Descriptive Headings; Interpretation. The headings and captions used in this Agreement and the table of contents to this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. The word "or" shall not be exclusive. The word "extent" in the phrase "to the extent" shall mean to the degree to which a subject or other thing extends, and such phase shall not mean simply "if". References to "written" or "in writing" include electronic form. The words "hereof", "herein" and "hereunder" and words of similar import when used in this Agreement refer to this Agreement as a whole (including any Schedules, Annexes and Exhibits hereto) and not to any particular provision of this Agreement, and all Article, Section, Schedule, Annex and Exhibit references are to this Agreement unless otherwise specified. Any capitalized terms used in any Schedule, Annex or Exhibit attached hereto and not otherwise defined therein shall have the meanings set forth in this Agreement. The words "include," "includes" and "including" will be deemed to be followed by the phrase "without limitation." The meanings given to terms defined herein will be equally applicable to both the singular and plural forms of such terms. Whenever the context may require, any pronoun includes the corresponding masculine, feminine and neuter forms. All references to "dollars" or "$" will be deemed references to the lawful money of the United States of America. Any reference in this Agreement to a "day" or a number of "days" (without explicit reference to "Business Day") shall be interpreted as a reference to a calendar day or number of calendar days. If any action is to be taken or given on or by a particular calendar day, and such calendar day is not a Business Day, then such action may be deferred until the next Business Day. The words "the Sellers have provided" or words of similar import with respect to any item provided or made available by the Sellers to Buyer shall mean posted at least three (3) Business Days prior to the date of this Agreement in the Data Room.

13.9. Entire Agreement. This Agreement (including the Schedules, Annexes and Exhibits hereto) and the other Transaction Documents constitute the entire agreement and understanding among the parties hereto with respect to the subject matter hereof and supersede all prior agreements and understandings, whether written or oral, relating to such subject matter.

13.10. No Third Party Beneficiaries. Except with respect to the Buyer Indemnified Persons and the Seller Indemnified Persons, who shall be Third Party beneficiaries hereunder in respect of Article X, this Agreement is for the sole benefit of the parties hereto and their successors and permitted assigns and nothing herein expressed or implied shall give or be construed to give any Person, other than the parties hereto and such permitted successors and assigns, any legal or equitable rights hereunder.

13.11. Schedules, Annexes and Exhibits. All Schedules, Annexes and Exhibits attached hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein.

13.12. Governing Law. This Agreement shall be governed by, and construed in accordance with, the Laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof; provided that Laws related to the

subject matter of cannabis shall be governed by Colorado Cannabis Laws.

13.13. Dispute Resolution. Any unresolved controversy or claim arising out of or relating to this Agreement, except as (i) otherwise provided in this Agreement, or (ii) any such controversies or claims arising out of either party's intellectual property rights for which a provisional remedy or equitable relief is sought, shall be submitted to arbitration by a panel of three (3) arbitrators. Each of the Seller Representative and Buyer shall have the right to select one (1) arbitrator of their choosing, and the third arbitrator shall be chosen by the two party-appointed arbitrators, and if no agreement can be reached within fourteen (14) days of the appointment of the second party-appointed arbitrator, then one (1) arbitrator having reasonable experience in transactions of the type provided for in this Agreement shall be chosen by the procedure established by the American Arbitration Association (the "AAA"). The arbitration shall take place in accordance with the AAA rules then in effect, and judgment upon any award rendered in such arbitration will be binding and may be entered in any court having jurisdiction thereof. There shall be limited discovery prior to the arbitration hearing as follows: (a) exchange of witness lists and copies of documentary evidence and documents relating to or arising out of the issues to be arbitrated, (b) depositions of all party witnesses and (c) such other depositions as may be allowed by the arbitrators upon a showing of good cause. Depositions shall be conducted in accordance with the Delaware Code of Civil Procedure, the arbitrators shall be required to provide in writing to the parties the basis for the award or order of such arbitrators, and a court reporter shall record all hearings, with such record constituting the official transcript of such proceedings.

13.14. Notices. All notices, demands or other communications to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been given (i) when delivered personally to the recipient, (ii) when sent by email upon confirmation of transmission thereof if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient, (iii) three (3) Business Days after being sent to recipient by U.S. First Class mail (postage prepaid) or (iv) one (1) Business Day after being sent to the recipient by reputable overnight courier service (charges prepaid). Such notices, demands and other communications shall be sent to Parent, Buyer and the Sellers at the addresses indicated below or to such other address or to the attention of such other Person as the recipient party has specified by prior written notice to the sending party. All notices, demands and other communications hereunder may be given by any other means, but shall not be deemed to have been duly given unless and until it is actually received by the intended recipient.

If to any individual Seller, to the address provided for such Seller on the Proceeds Allocation Schedule with a copy (which shall not constitute notice) to:

Steward Ward & Josephson LLP
1601 Response Road, Suite 360
Sacramento, CA 95815
Attention: Gregg D. Josephson
Telephone: 916-569-8131
Email: gjosephson@swjllp.com

and

Law Offices of Gold & Parado
Dadeland Towers
9200 South Dadeland Boulevard, Suite 208
Miami, FL 33156
Attention: Alan C. Gold, Esquire
Telephone: 305-667-0475
Email: agold@acgoldlaw.com

If to Parent or Buyer:

Columbia Care
321 Billerica Road, Suite 204
Chelmsford, MA 01824
Attention: Mary-Alice Miller, Chief Risk Officer & General Counsel
Telephone: 617-480-1347
Email: mmiller@col-care.com

with a copy (which shall not constitute notice) to:

Foley Hoag LLP
155 Seaport Boulevard
Boston, Massachusetts 02210
Attention: Erica Rice
Telephone: 617-832-1205
Email: erice@foleyhoag.com

13.15. No Strict Construction. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any party hereto by virtue of the authorship of any of the provisions of this Agreement.

13.16. Specific Enforcement; Remedies. The parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement, in addition to any other remedy to which they are entitled at law or in equity. Any and all remedies herein expressly conferred upon a party will be deemed cumulative with and not exclusive of any other remedy conferred hereby, or by law or equity upon such party, and the exercise by a party of any one remedy will not preclude the exercise of any other remedy.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

PARENT:

COLUMBIA CARE INC.

By: *(signed) "Nicholas Vita"*

Name: Nicholas Vita

Title: Chief Executive Officer

BUYER:

COLUMBIA CARE LLC

By: *(signed) "Nicholas Vita"*

Name: Nicholas Vita

Title: Chief Executive Officer

COMPANIES:

TGS COLORADO MANAGEMENT, LLC

By: *(signed) "Kyle Speidell"*

Name: Kyle Speidell

Title: Authorized Signatory

TGS GLOBAL, LLC

By: *(signed) "Kyle Speidell"*

Name: Kyle Speidell

Title: Authorized Signatory

MJ BRAIN BANK, LLC

By: *(signed) "Kyle Speidell"*

Name: Kyle Speidell

Title: Authorized Signatory

BEACON HOLDINGS, LLC

By: *(signed) "Kyle Speidell"*

Name: Kyle Speidell

Title: Authorized Signatory

SELLERS:

CINQUE, LLC

By: *(signed) "Eric Speidell"*

Name: Eric Speidell

Title: Manager

KINDRED SPIRITS, LLC

By: *(signed) "Kyle Speidell"*

Name: Kyle Speidell

Title: Manager

PISI'S, LLC

By: *(signed) "Nick Speidell"*

Name: Nick Speidell

Title: Manager

TWENTY-TWO BLACK, LLC

By: *(signed) "Brad Speidell"*

Name: Brad Speidell

Title: Manager

SELLER REPRESENTATIVE:

By: *(signed) "Kyle Speidell"*

Name: Kyle Speidell

By: *(signed) "Eric Speidell"*

Name: Eric Speidell

Exhibit A

Definitions

As used in the Agreement (as defined below), the following terms shall have the following respective meanings. Each section reference below shall refer to the corresponding Section of the Agreement.

"1933 Act" has the meaning set forth in Section 4.6(b).

"AAA" has the meaning set forth in Section 13.13.

"Acquisition Proposal" has the meaning set forth in Section 7.7(a).

"Advance" has the meaning set forth in Section 2.3(b).

"Advance Agreement" has the meaning set forth in Section 2.3(b).

"Affiliate" of any particular Person means any other Person controlling, controlled by or under common control with such particular Person, where "control" means the possession, directly or indirectly, of the power to direct the management and policies of a Person whether through the ownership of voting securities, Contract or otherwise. With respect to an individual, "Affiliate" shall also include any member of such individual's Family Group. With respect to a trust or similar entity, "Affiliate" shall also include any beneficiary or trustee of such trust or entity. For the avoidance of doubt, following the Closing, the Companies and their Subsidiaries shall each be an Affiliate of Buyer and Parent.

"Affiliate Transactions" has the meaning set forth in Section 4.4.

"Affiliated Group" means any affiliated group as defined in Section 1504 of the Code that has filed a consolidated return for U.S. federal income tax purposes (or any consolidated, combined or unitary group under state, local or non-U.S. Law) for a period during which any Company was a member.

"Agreement" has the meaning set forth in the preamble to this Agreement.

"Antitrust Laws" means all Laws that are designed or intended to prohibit, restrict or regulate actions having the purpose or effect of monopolization or restraint of trade, and the rules and regulations promulgated thereunder, including the HSR Act.

"Base Cash Purchase Price" means (i) if the Closing occurs on or prior to the date that is nine (9) months following the date of this Agreement, $3,750,000 and (ii) if the Closing occurs after the date that is nine (9) months following the date of this Agreement, $7,500,000.

"Base Promissory Note Principal Balance" means $15,000,000 *less* the Base Cash Purchase Price.

"BCSC" has the meaning set forth in Section 4.6(g).

"Beacon" has the meaning set forth in the preamble to this Agreement.

"Business Assets" has the meaning set forth in Section 3.8(a).

"Business Day" means each day that is not a day on which banking institutions in the city of New York, New York, are authorized or obligated by Law or executive Order to close.

"Business IP" shall mean the Owned IP and all other Intellectual Property Rights used by the Companies, including Licensed Intellectual Property.

"Buyer" has the meaning set forth in the preamble to this Agreement.

"Buyer Indemnified Persons" has the meaning set forth in Section 10.2(a)(i).

"Buyer Support" has the meaning set forth in Section 11.5(b).

"Cannabis Regulatory Approvals" has the meaning set forth in Section 8.1(c).

"Cap" has the meaning set forth in Section 10.3(b).

"Closing" has the meaning set forth in Section 2.2.

"Closing Cash Adjustment Deficiency" means the amount by which the Closing Transaction Expenses plus the Closing Indebtedness exceeds $3,750,000.

"Closing Cash Purchase Price" means an amount equal to the Base Cash Purchase Price *less* the Closing Transaction Expenses; *provided*, however, if the aggregate amount of Closing Transaction Expenses exceeds the Base Cash Purchase Price, the Closing Cash Purchase Price shall be $0 (and not, for the avoidance of doubt, a negative number).

"Closing Date" has the meaning set forth in Section 2.2.

"Closing Indebtedness" means the aggregate Indebtedness of the Companies for borrowed money as of the Closing, other than Permitted Indebtedness.

"Closing Promissory Notes" has the meaning set forth in Section 2.3(c)(ii).

"Closing Overdue Payables" means the aggregate amount of all accounts payable and similar obligations of the Companies and their Subsidiaries that, as of the Closing, are overdue by thirty (30) days or more from the applicable contract due date.

"Closing Shares" means 332,229 Parent Shares.

"Closing Statement" has the meaning set forth in Section 2.3(e).

"Closing Transaction Expenses" means those Transaction Expenses that have not been paid as of the Closing.

"COBRA" has the meaning set forth in Section 3.14(c).

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

"Colorado Cannabis Laws" means Laws regarding the cultivation, manufacture, possession, use, sale or distribution of cannabis or cannabis products promulgated by state and local Government Entities in the State of Colorado.

"Colorado MED" has the meaning set forth in Section 3.15(a).

"Companies" has the meaning set forth in the preamble to this Agreement.

"Company 2020 EBITDA Margin" means the Company EBITDA for the fiscal year ending December 31, 2020, *divided by* the Company Revenue for the fiscal year ending December 31, 2020.

"Company 2020 Revenue Excess" means the amount by which the Company Revenue for the fiscal year ending December 31, 2020 multiplied by two (2) exceeds $150,000,000.

"Company Affiliate" has the meaning set forth in Section 3.18.

"Company Affiliate Agreement" has the meaning set forth in Section 3.18.

"Company Affiliate Transactions" has the meaning set forth in Section 3.18.

"Company Disclosure Schedules" has the meaning set forth in Article III.

"Company EBITDA" means the Companies' consolidated earnings (net income) before interest, taxes, depreciation and amortization, determined in accordance with the methodologies, principles, and adjustments set forth in the sample calculation of Company EBITDA attached as Exhibit C. For the sake of clarity, reasonable and documented out-of-pocket Transaction Expenses contemplated by this Agreement and related costs, fees and expenses related to seeking applicable regulatory approvals shall be excluded from the calculation of Company EBITDA.

"Company Employee" shall mean any individual who is a former or active employee of any of the Companies as of the Closing Date (which includes each employee of any of the Companies who is on leave of absence, maternity or paternity leave, vacation, sick leave, short-term or long-term disability, military leave, jury duty or bereavement leave as of the Closing Date).

"Company LLC Agreements" means the operating agreements of the Companies in effect as of the date of this Agreement.

"Company Permits" has the meaning set forth in Section 3.15(b).

"Company Revenue" means, with respect to a period of time, the gross revenue of the Companies, as determined in accordance with IFRS or GAAP and set forth in the Companies' audited consolidated financial statements for such period of time.

"Company Units" has the meaning set forth in the Recitals.

"Construction Projects" shall mean those certain projects consisting of construction of retail store locations and other locations for operation of the Companies' businesses set forth on Schedule 3.7(b)(vi).

"Construction Projects Budget" has the meaning set forth in Section 3.7(b)(vi).

"Contingent Workers" has the meaning set forth in Section 3.13(a).

"Contract" means any agreement, contract, license, lease, obligation, undertaking or other commitment or arrangement, whether written or oral, that is legally binding upon a Person or any of its property, including all amendments, waivers or other changes thereto.

"Data Room" means the virtual data room made available to Parent for purposes of the transaction contemplated by this Agreement.

"Deductible" has the meaning set forth in Section 10.3(a).

"Disclosure Schedules" means the Company Disclosure Schedules and the Seller Disclosure Schedules.

"Employee Benefit Plan(s)" has the meaning set forth in Section 3.14(a).

"Environmental Claim" means any legal proceeding (including any written notice) by any Person alleging potential liability (including potential liability for investigatory costs, clean-up costs, Remedial Action, governmental response costs, natural resources damages, property damages, personal injuries, or penalties and including claims for bodily injury, death or medical monitoring) under any Environmental Law arising out of, based on or resulting from (i) the presence, or release, of any Hazardous Materials, or (ii) circumstances forming the basis of any violation, or alleged violation, by a Person under any Environmental Law or Environmental Permit.

"Environmental Laws" means any and all Legal Requirements relating to the environment or public or worker health or safety, including ambient air, surface water (including water management and runoff), land surface or subsurface strata, or to emissions, discharges, releases or threatened releases of pollutants, contaminants, chemicals or industrial, toxic or hazardous substances or wastes (including radioactive waste, nuclear waste, or Hazardous Materials) or noxious noise or odor into the environment, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, recycling, removal, transport or handling of pollutants, contaminants, chemicals or industrial, toxic, hazardous or medical substances or wastes (including petroleum, petroleum distillates, asbestos or asbestos containing material, volatile organic compounds and polychlorinated biphenyls). Environmental Laws shall include CERCLA (as previously defined herein), RCRA (as later defined herein), the Clean Air Act (42 U.S.C. § 7401 et seq.), the Federal Water Pollution Control Act (Clean Water Act) (33 U.S.C. § 1251 et seq.), the Solid Waste Disposal Act (42 U.S.C. § 6901 et seq.), the Federal Insecticide, Fungicide and Rodenticide Act (FIFRA) (7 U.S.C. § 136 et seq.), the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRTKA) (42 U.S.C § 11001 et seq.), the Occupational Safety and Health Act (OSHA) (29 U.S.C. § 651 et seq.), the OSHA Bloodborne Pathogens Standard, the

Needlestick Safety and Prevention Act, and the Medical Waste Tracking Act of 1988 (42 U.S.C. § 6992 et seq.), as amended.

"Environmental Liabilities" means all liabilities, obligations, responsibilities, Remedial Actions, losses, damages, punitive damages, consequential damages, treble damages, costs and expenses (including all reasonable fees, disbursements and expenses of counsel, expert and consulting fees and costs of investigations, feasibility studies and monitoring and care), fines, penalties, sanctions and interest incurred as a result of any claim or demand, by any Person, whether based in contract, tort, implied or express warranty, strict liability, or criminal or civil statute, including any Environmental Law, Permit, Order, approval, authorization, license, variance or agreement with a Government Entity or other Person, arising from environmental, health or safety conditions or a Release or threat of Release resulting from the Company, or any Release for which the Company is otherwise responsible under any Environmental Law.

"Environmental Lien" means any Lien in favor of any Government Entity for Environmental Liabilities.

"Environmental Permit" means all Permits, licenses and approvals required under Environmental Laws, including all environmental, health and safety permits, licenses, approvals, authorizations, variances, agreements and waivers of and from Government Entities necessary for the conduct of the business and the operation of the Business Assets.

"Equity Equivalents" means with respect to any Person, (i) any capital stock, membership interests or other share capital, equity or ownership interest or voting security, (ii) any securities (including debt securities) directly or indirectly convertible into or exchangeable or exercisable for any capital stock, membership interests or other share capital, equity or ownership interest or voting security, or containing any profit participation features, (iii) any rights, warrants or options directly or indirectly to subscribe for or to purchase any capital stock, membership interests, other share capital, equity or ownership interest or voting security, or securities containing any profit participation features, or to subscribe for or to purchase any securities (including debt securities) convertible into or exchangeable or exercisable for any capital stock, membership interests, other share capital, equity or ownership interest or voting security or securities containing any profit participation features, (iv) any share appreciation rights, phantom share rights, other rights the value of which is linked to the value of any securities or interests referred to in clauses (i) through (iii) above or other similar rights or (v) any securities (including debt securities) issued or issuable with respect to the securities or interests referred to in clauses (i) through (iv) above in connection with a combination of shares, recapitalization, merger, consolidation or other reorganization.

"Equity Waiver Agreements" has the meaning set forth in Section 7.10.

"Equity Waiver Participants" has the meaning set forth in Section 7.10.

"Equity Waiver Payments" has the meaning set forth in Section 7.10.

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

"ERISA Affiliate" has the meaning set forth in Section 3.14(c).

"Expected Closing Date" has the meaning set forth in Section 7.2(b).

"Family Group" means, with respect to any natural person, such person's spouse, parents and siblings and any trust or other entity formed solely for the benefit of such person and/or such person's spouse, parents or siblings.

"Financial Statements" has the meaning set forth in Section 3.5(a).

"Fundamental Representations" means the representations and warranties set forth in Section 3.1 (Organization; Good Standing; Power); Section 3.2 (Capitalization); Section 3.3 (Subsidiaries); Section 3.4 (Authorization; Execution & Enforceability); Section 3.9 (Tax Matters); Section 3.15(b) (Company Permits); Section 3.20 (Brokerage); Section 4.1 (Organization; Good Standing; Power); Section 4.2 (Title to Company Units); Section 4.3 (Authorization; Execution & Enforceability).

"GAAP" means the United States generally accepted accounting principles.

"Government Contract" means any Contract between any Company and (a) any Government Entity, (b) any prime contractor to a Government Entity (in its capacity as such), or (c) any subcontractor (of any tier) in connection with or with respect to any Contract described in clause (a) or (b), and any modification of any of the foregoing.

"Government Entity" means any supranational, national, federal, state, provincial, local or other government, court of competent jurisdiction, tribunal, administrative agency or commission or other governmental or regulatory authority or instrumentality, whether domestic or foreign, or any arbitrator (public or private), including the NEO Exchange.

"Hazardous Materials" shall mean any substance, material, chemical, pollutant, contaminant, pesticide, fungicide, rodenticide, poison, petroleum or petroleum product, radioactive substance, biological material, wastes and any "hazardous substance," "hazardous waste," "pollutant," or "contaminant" as defined under any Environmental Law, including petroleum, petroleum products, petroleum-derived substances, lead, asbestos, friable materials and polychlorinated biphenyls or any other material regulated under, or that could cause liability under, any Environmental Laws.

"[redacted] Note Payment" has the meaning set forth in Section7.6(b).

"[redacted] Notes" has the meaning set forth in the definition of Permitted Indebtedness.

"[redacted] Notes Closing Balance" has the meaning set forth in Section 2.3(c)(ii).

"HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder and all amendments thereto, including the Health Information Technology for Economic and Clinical Health Act, part of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5).

"HIPAA Privacy and Security Standards" means the Standards for Privacy of Individually Identifiable Health Information and the Security Standards for the Protection of Electronic Health Information at 45 CFR part 160 and part 164.

"HSR Act" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended.

"IFRS" means International Financial Reporting Standards.

"Indebtedness" means, as of any time, without duplication, the aggregate amount of (i) any obligations of any Person arising under any indebtedness for borrowed money (including all obligations for principal, interest, premiums, penalties, fees, expenses, breakage costs and bank overdrafts thereunder), (ii) any indebtedness of any Person evidenced by any note, bond, debenture or other debt security, (iii) any commitment by which any Person assures a financial institution against loss (including contingent reimbursement obligations with respect to banker's acceptances or letters of credit), other than indemnification obligations under customer Contracts entered into in the Ordinary Course, (iv) any Liability of any Person with respect to interest rate swaps, collars, caps and similar hedging obligations, (v) any off-balance sheet financing of any Person, including synthetic leases and project financing, (vi) all obligations of any Person under capitalized leases, (vii) all obligations of any Person for the deferred and unpaid purchase price of property or service (other than trade payables and accrued expenses incurred in the Ordinary Course), including any earn out obligations, (viii) all defined benefit pension, multiemployer pension, post-retirement health and welfare benefit and deferred compensation Liabilities of any Person as determined in accordance with IFRS or GAAP, (ix) any obligations of any Person upon which interest charges are customarily paid (excluding trade accounts payable incurred in the Ordinary Course), (x) any obligations of any Person under conditional sale or other title retention agreements, (xi) any deferred revenue obligations of any Person, (xii) any obligations of any Person to purchase securities (or other property) which arise out of or in connection with the sale of the same or substantially the same securities or property, (xiii) any capitalized leases, and (xiv) all obligations of the type referred to in clauses (i) through (xiii) of any Persons the payment of which any Person is responsible or liable directly or indirectly as obligor, guarantor, surety or otherwise.

"Indemnified Party" has the meaning set forth in Section 10.6.

"Insurance Policy" has the meaning set forth in Section 3.19.

"Intellectual Property Rights" shall mean the intellectual property rights arising under the Laws of any jurisdiction and/or international treaties and conventions throughout the world, including rights in: (i) trademarks, service marks, trade names, brand names, logos, trade dress and all registrations and applications for registration of such trademarks, together with the goodwill associated with any of the foregoing; (ii) to the extent protectable under applicable intellectual property Laws, internet domain names, IP addresses and any social media accounts, usernames, handles and similar online identifiers with Facebook, Twitter, Instagram, Pinterest and other similar companies; (iii) copyrights (whether registered or unregistered), including copyrights in computer programs and software (including all source code and object code), and all registrations and applications for registration of such copyrights and all issuances, extensions and renewals of such registrations and applications; (iv) patents and patent applications and all divisions, continuations, continuations-in-part; reissues, extensions, reexaminations and renewals of such patents and applications and all rights to claim priority in or to any of the foregoing and to the extent protectable under applicable intellectual property Laws, inventions (whether patentable or unpatentable and whether or not reduced to practice) invention disclosures and improvements; and

(v) confidential or proprietary information, including trade secrets under applicable Law, customer lists, know-how, formulas, databases, compounds and other confidential or proprietary business information.

"Interim Period" has the meaning set forth in Section 7.1.

"Interim Period Advance" has the meaning set forth in Section 7.6(b).

"IP Licenses" has the meaning set forth in Section 3.10(a)(xii).

"IRS" means the Internal Revenue Service of the United States.

"IT Assets" shall mean all websites, software and applications (on premises or cloud-based), databases, systems (telecommunications and otherwise), servers, computers, hardware, firmware, middleware, networks, data communications lines, routers, hubs, switches and all other information technology equipment, and all associated documentation.

" " has the meaning set forth in Section 7.6(a).

" " has the meaning set forth in Section 10.2(a)(i)H.

"Knowledge" means (i) with respect to the Sellers, the actual knowledge of each of Kyle Speidell, Eric Speidell, Nick Speidell, Brad Speidell, Steve Lopez and Tom Prusinski after due inquiry and investigation; and, (ii) with respect to any other Person, the actual knowledge of such Person after due inquiry and investigation.

"Laws" means all statutes, laws (including common law), constitution, treaty, codes, ordinances, regulations, rules, Orders, assessments, awards, acts or similar requirements enacted, adopted, promulgated or applied by a Government Entity.

"Leased Real Property" has the meaning set forth in Section 3.16(d).

"Legal Requirement" means at any time (i) any Law, code, order, judgment, decree, injunction, writ, edict, award, authorization or other requirement of any Government Entity in effect at that time or (ii) any obligation included in any certificate, certification, franchise, Permit or license issued by any Government Entity or resulting from binding arbitration, including any requirement under common law, at that time.

"Letter of Intent" means that certain Letter of Intent between Parent and authorized representatives of the Sellers dated as of September 12, 2019, as may be amended or modified from time to time.

"Liability" means any liability, commitment, debt, claim, demand, expense or obligation (whether known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, liquidated or unliquidated and due or to become due).

"Licensed Intellectual Property" means all Intellectual Property Rights that any Third Party owns and that any Company uses or has the right to use pursuant to a license or sublicense.

"Licensed Providers" has the meaning set forth in Section 3.15(e).

"Lien" means any charge, claim, assignment, deposit arrangement, mortgage, pledge, encumbrance, license, lien (statutory or otherwise) or other security interests or restriction on transfer.

"Lock-Up Agreements" shall have the meaning set forth in Section 8.2(h)(xi).

"Losses" means all losses, Liabilities, Proceedings, causes of action, costs, damages, demands, judgments, awards, settlements, Taxes and expenses, whether or not arising out of Third Party claims (including interest, penalties, fines, reasonable attorneys', consultants', experts' and other professional advisors' fees and expenses and all amounts paid in investigation, defense or settlement of any of the foregoing).

"Majority Sellers" shall mean the holders of a majority of all Company Units.

"Material Adverse Effect" means any result, occurrence, fact, change, event or effect that, individually or in the aggregate with any other results, occurrences, facts, changes, events or effects, has had a material adverse effect on (i) the business, results of operations, properties, assets, financial condition or results of operations of the Companies, taken as a whole, or (ii) the ability of any Company or any Seller to consummate the transactions contemplated by this Agreement or to perform its obligations hereunder. Notwithstanding the foregoing, for purposes of clause (i) above, any change affecting generally the industries or markets in which the Companies operate that does not have a disproportionately adverse effect upon the Companies shall not be taken into account in determining whether there has been a "Material Adverse Effect".

"Material Contracts" has the meaning set forth in Section 3.10(b).

"Material Customer" has the meaning set forth in Section 3.22.

"Material Vendor" has the meaning set forth in Section 3.22.

"Milestone" has the meaning set forth in Section 2.3(d).

"Milestone Share Price" means the greater of: (i) the volume weighted average price of the Parent Common Shares for the 30-day period immediately prior to the release of the Companies' audited consolidated financial statements for the fiscal year ending December 31, 2020; (ii) the market price on the trading day prior to the day on which the price for the issuance of Milestone Shares was reserved in accordance with the NEO Exchange Listing Manual, and (iii) the Maximum Discount to Market Price (as defined in the NEO Exchange Listing Manual) applicable to the issuance of the Milestone Shares. The Milestone Share Price shall be expressed in U.S. dollars, calculated using the exchange rate published by the Bank of Canada at https://www.bankofcanada.ca/rates/exchange/daily-exchange-rates/ for the day the Companies' audited consolidated financial statements for the fiscal year ending December 31, 2020 are released.

"Milestone Shares" means a number of Parent Shares, rounded down to the nearest whole share, calculated using the following formula:

where "A" is equal to the Company 2020 Revenue Excess and "B" is equal to the Milestone Share Price.

"NEO Exchange" means the Aequitas NEO Exchange Inc.

"Off-the-Shelf Software Licenses" has the meaning set forth in Section 3.10(a)(xii).

"Offer Letters" has the meaning set forth in the Recitals.

"Offered Employees" has the meaning set forth in the Recitals.

"Order" means any order, judgment, writ, injunction, stipulation, award or decree.

"Ordinary Course" means the ordinary course of business consistent with past practice.

"Organizational Documents" shall mean with respect to any particular Person, (a) if a corporation, the articles or certificate of incorporation and the bylaws; (b) if a general partnership, the partnership agreement and any statement of partnership; (c) if a limited partnership, the limited partnership agreement and the certificate of limited partnership; (d) if a limited liability company, the certificate of formation and operating agreement; (e) if another type of Person, or such Person is incorporated or organized outside of the United States, any other charter or similar document adopted or filed in connection with the creation, formation or organization of the Person; and (f) any amendment or supplement to any of the foregoing.

"Outside Date" shall have the meaning set forth in Section 9.1(e).

"Owned IP" means the Intellectual Property Rights owned or purported to be owned by any Company.

"Owned Real Property" has the meaning set forth in Section 3.16(a).

"Parent" has the meaning set forth in the Preamble.

"Parent Common Shares" means Common Shares in the capital of Parent.

"Parent Material Adverse Effect" means any result, occurrence, fact, change, event or effect that, individually or in the aggregate with any other results, occurrences, facts, changes, events or effects, has had a material adverse effect on (i) the business, results of operations, properties, assets, financial condition or results of operations of the Parent or Buyer, taken as a whole, or (ii) the ability of the Parent or Buyer to consummate the transactions contemplated by this Agreement or to perform its obligations hereunder. Notwithstanding the foregoing, for purposes of clause (i) above, any change affecting generally the industries or markets in which the Parent operates shall not be taken into account in determining whether there has been a "Parent Material Adverse Effect".

"Parent Shares" means Proportionate Voting Shares in the capital of Parent.

"Payoff Letters" has the meaning set forth in Section 8.2(h)(v).

"Per Share Price" means the greater of: (i) the daily volume weighted average price of the Parent Shares for the 30-day period immediately prior to the date of this Agreement; and (ii) the Maximum Discount to Market Price (as defined in the NEO Exchange Listing Manual) applicable to the issuance of the Closing Shares; *provided*, that the Per Share Price shall not be lower than $3.87 or greater than $7.18 (the "Collar").

"Permit" means any permit, license, variance, franchise, security clearance, Order, approval, consent, certificate, registration, accreditation or other authorization issued or granted by, exemption of, or registration or filing with any Government Entity and other similar rights.

"Permitted Indebtedness" means (i) the Advance, (ii) loans evidenced by those certain promissory notes issued to [redacted] by Beacon, with an aggregate principal balance of $9,428,024 (the "[redacted] Notes") and (iii) the Interim Period Advances.

"Permitted Liens" means (i) landlord's, mechanic's, carrier's, workmen's, repairmen's or other similar statutory Liens arising or incurred in the Ordinary Course for amounts which are not due and payable and which shall be paid in full and released prior to or at Closing, (ii) Liens for Taxes or assessments and similar charges, which are not yet due and payable and for which appropriate reserves have been established in accordance with IFRS or GAAP, as applicable, and (iii) Liens granted to secure any Permitted Indebtedness.

"Person" means an individual, partnership, corporation, limited liability company, association, joint stock company, trust, joint venture, unincorporated organization, Government Entity or department, agency or political subdivision thereof or other entity.

"Post-Closing Period" has the meaning set forth in Section 11.5.

"PPACA" has the meaning set forth in Section 3.14(c).

"Pre-Closing Tax Period" means all taxable periods ending on or before the Closing Date (including the portion of any Straddle Period ending on the Closing Date).

"Pre-Closing Taxes" means (i) all Taxes (or the non-payment thereof) of or imposed on any of the Companies or their respective Subsidiaries (or any predecessor of any of the foregoing) for or attributable to each Pre-Closing Tax Period, (ii) all Taxes of any member of an affiliated, consolidated, combined or unitary group of which any of the Companies or their respective Subsidiaries (or any predecessor of any of the foregoing) is or was a member on or prior to the Closing Date, including pursuant to Treasury Regulations Section 1.1502-6 or any analogous or similar U.S. state or local, or non-U.S. Law, (iii) Taxes arising from this transaction (including all Transfer Charges), and (iv) any and all Taxes of any Person (other than any of the Companies or their respective Subsidiaries) imposed on any of the Companies or their respective Subsidiaries as a transferee or successor, by Contract or pursuant to any Law, which Taxes relate to an event or transaction occurring before the Closing.

"Privacy and Security Laws" has the meaning set forth in Section 3.26(a).

"Pro Rata Portion" shall mean, with respect to a Seller, the percentage assigned to such Seller on the Proceeds Allocation Schedule under the heading "Pro Rata Portion."

"Proceeding" means any action, suit, proceeding (including any arbitration proceeding), investigation, claim, charge, complaint, audit, inquiry or other proceeding.

"Proceeds Allocation Schedule" has the meaning set forth in Section 2.3(f).

"Real Property" has the meaning set forth in Section 3.16(f).

"Real Property Leases" has the meaning set forth in Section 3.16(d).

"Recent Balance Sheet" has the meaning set forth in Section 3.5(a).

"Recent Balance Sheet Date" has the meaning set forth in Section 3.5(a).

"Registered Owned IP" has the meaning ascribed to such term in Section 3.11(a).

"Release" means any actual or threatened release, spill, emission, leaking, pumping, injection, deposit, disposal, arrangement for disposal, discharge, dispersal, pouring, emptying, escaping, dumping, discarding, leaching or migration of a Hazardous Material into the indoor or outdoor environment including the movement of Hazardous Material through or in the ambient air, soil, surface water, groundwater, land surface or subsurface strata, including the abandonment or discarding of barrels, containers and other closed receptacles containing any Hazardous Material.

"Remedial Action" means any action or proceeding to (i) contain, clean-up, remove, treat or remediate any Hazardous Material, (ii) correct or prevent an Environmental Claim resulting from the prior treatment, storage or disposal of Hazardous Material or to recover the cost of either by a Government Entity or Third Party, (iii) remove any fill or implement any remediation, restoration or mitigation that may be required in connection with any dredging, filling or disturbance activities in any wetland or wetlands, as those terms are defined under applicable Law, (iv) perform post-remedial monitoring and care, and (v) respond to any request by any Government Entity for information relating to containment, clean-up, removal, treatment or remediation of Hazardous Material.

"Responsible Party" has the meaning set forth in Section 10.6.

"Restrictive Period" has the meaning set forth in Section 11.2(a).

"Sale-Leaseback Transactions" has the meaning set forth in Section 3.16(c).

"Seller Affiliate" has the meaning set forth in Section 4.4.

"Seller Affiliate Agreement" has the meaning set forth in Section 4.4.

"Seller Affiliate Transactions" has the meaning set forth in Section 4.4.

"Seller Disclosure Schedules" has the meaning set forth in Article IV.

"Seller Indemnified Persons" has the meaning set forth in Section 10.2(b).

"Seller Representative" has the meaning set forth in the preamble to this Agreement.

"Sellers" has the meaning set forth in the preamble to this Agreement.

"Straddle Period" means any taxable period or year that includes (but does not end on) the Closing Date.

"Subsidiary" means, with respect to a specified entity, any corporation, partnership, limited liability company, joint stock company, joint venture or other legal entity of which the specified entity (either alone or through or together with any other Subsidiary of such specified entity) owns, directly or indirectly, fifty percent (50%) or more of the stock or other equity, partnership or other ownership interests, the holders of which are generally entitled to vote for the election of the board of directors or other governing body of such corporation or other legal entity.

"Tax" means (i) U.S. federal, state, local or non-U.S. or other income, gross receipts, ad valorem, franchise, profits, windfall profits, value-added, goods and services, harmonized sales, sales or use, transfer, registration, excise, utility, communications, real or personal property, escheat, capital stock, license, payroll, wage or other withholding, employment, unemployment, disability, social security (or similar), severance, stamp, occupation, alternative or add-on minimum, estimated, customs duties, imputed underpayment, fees, assessments, charges and other taxes of any kind whatsoever, whether disputed or not, (ii) all interest, penalties, fines, additions to tax or additional amounts imposed by any Taxing Authority or other Government Entity in connection with any item described in clause (i) above, and (iii) all amounts described in clauses (i) and (ii) above payable as a result of having been a member of an Affiliated Group, or as a result of successor or transferee liability, or by Contract.

"Tax Return" means (i) any return, declaration, report, notice, form, claim for refund, estimate, election, information return or statement in connection with the determination of or liability for any Tax that is required to be filed or is actually filed with a Taxing Authority or other Government Entity in connection with the administration of Taxes, including any schedule or attachment thereto and including any amendment thereof, and (ii) TD F 90-22.1 (and its successor form, FinCEN Form 114), and any amendment thereof.

"Taxing Authority" means any Government Entity responsible for the administration, imposition or collection of any Tax.

"Territory" has the meaning set forth in Section 11.2(b)(i).

"TGS Global" has the meaning set forth in Section 2.3(b).

"Third Party" means any Person other than a party to this Agreement or such party's Affiliates.

"Total Purchase Price" has the meaning set forth in Section 2.3(a).

"Transaction Documents" means, collectively, this Agreement, the Lock-Up Agreements, and all other agreements, certificates and instruments contemplated by this Agreement.

"Transaction Expenses" means, without duplication, all costs, fees and expenses incurred or owed to a Third Party by any Seller or any Company in connection with the transactions contemplated hereby and the efforts to sell the Companies or the equity interests therein, whether incurred in connection with this Agreement or otherwise, including (i) all fees, costs and expenses incurred in connection with the negotiation, preparation and review of this Agreement (including any investment banking fees, fees of accountants, attorneys and other advisors), (ii) all transaction-related bonuses (but, for the avoidance of doubt, not regular performance bonuses payable in the Ordinary Course), retention bonuses, severance or termination payments payable to employees of any Company upon the consummation of the transactions contemplated hereby, including the employer portion of any payroll or employment Taxes relating to such bonuses, and(iii) 50% of the fees required in connection with the filings, applications and submissions required by Section 7.2(a). For the avoidance of doubt, any fees and expenses that are contingent upon the consummation of the Closing shall be deemed to have been accrued immediately prior to the Closing for purposes of this definition.

"Transfer Charges" has the meaning set forth in Section 11.1(e).

"Treasury Regulations" means the United States Treasury Regulations promulgated under the Code.

"Union" has the meaning specified in Section 3.13(c).

"Waived 280G Benefits" has the meaning set forth in Section 7.9.

"WARN Act" has the meaning set forth in Section 3.13(c).

"Working Capital Advance" has the meaning set forth in Section 7.6(c).

Exhibit B

Form of Assignment of Company Units

ASSIGNMENT AND CONVEYANCE AGREEMENT

THIS ASSIGNMENT AND CONVEYANCE AGREEMENT (this "Agreement"), dated as of [DATE OF CLOSING], is made and entered into by and between [SELLER] ("Assignor") and Columbia Care, LLC ("Assignee").

RECITALS

WHEREAS, Assignor and Assignee are parties to that certain Membership Interest Purchase Agreement, dated as of November __, 2019, among Assignor, Assignee and the other parties thereto (the "Purchase Agreement"), pursuant to which, among other things, Assignor has agreed to sell, assign, convey, transfer and deliver to Assignee, and Assignee has agreed to purchase, accept and assume, all of Assignor's right, title and interest in and to [NUMBER OF UNITS] units of [TARGET COMPANY] (the "Company") held by Assignor representing [PERCENT]% of all of the units of the Company (the "Assigned Units"); and

WHEREAS, it is a condition precedent to the purchase and sale of the Assigned Units pursuant to the Purchase Agreement that this Agreement be executed and delivered by the parties hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

AGREEMENT

1. Definitions. All capitalized terms used in this Agreement but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

2. Assignment and Assumption. Assignor hereby assigns, conveys, transfers and delivers to Assignee, upon and effective from and after the date hereof, all of Assignor's right, title and interest in and to the Assigned Units, free and clear of all Liens. Assignee, upon and effective from and after the date hereof, and notwithstanding anything to the contrary in the operating agreement of the Company shall be entitled to become a member of the Company and shall be entitled to exercise all rights and powers of a member of the Company and agrees to be bound by all provisions of the certificate of formation and the operating agreement of the Company. Assignee hereby accepts all of Assignor's right, title and interest in and to the Assigned Units free and clear of all Liens, and assumes all of Assignor's duties, obligations and liabilities arising with respect to the Assigned Units.

3. Effect of Agreement. This Agreement is executed and delivered pursuant to the Purchase Agreement and is subject to all of the terms, conditions and limitations therein. Nothing in this Agreement shall, or shall be deemed to, modify or otherwise affect any provisions of the Purchase Agreement or affect the rights of the parties under the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Further Assurances. Assignor and Assignee mutually agree to cooperate with respect to any of the matters described herein, and to execute such further deeds, assignments, assumptions, notifications, or other documents as may be legally requested or reasonably necessary for the purpose of giving effect to, evidencing, or giving notice of the transactions evidenced by this Agreement.

5. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

Any facsimile, portable document format or electronically transmitted copies hereof or signature hereon shall, for all purposes, be deemed originals.

6. **Governing Law**. This Agreement, including the interpretation, construction and validity hereof, shall be governed by the laws of the State of Delaware, without regard to any conflicts of law rules that might apply the laws of any other jurisdiction.

7. **Successor and Assigns**. This Agreement and the covenants and agreements herein contained shall inure to the benefit of Assignor and Assignee and their successors and assigns, and shall be binding upon Assignor and Assignee and their successors and assigns. This Agreement shall not be deemed to confer upon or give to any third party other than the successors and assigns of Assignor and Assignee any remedy, claim, cause of action or other right.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Conveyance Agreement to be duly executed by their respective authorized officers as of the date first above written.

ASSIGNEE:

COLUMBIA CARE, LLC

By: _____
Name:
Title:

ASSIGNOR:

[SELLER]

By: _____
Name:
Title:

Exhibit C

EBITDA Calculation Illustration

[Redacted - disclosure of the EBITDA calculation would be prejudicial to Columbia Care Inc.]

Annex I

Ownership of the Companies

[Redacted - disclosure of the capitalization of the Companies would be prejudicial to the Parties]