UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934

Date of Report (Date of Earliest Event Reported): August 21, 2024

THE CANNABIST COMPANY HOLDINGS INC.
(Exact Name of Registrant as specified in its charter)

British Columbia	**000-56294**	**98-1488978**
(State or Other Jurisdiction of Incorporation)	**(Commission File Number)**	**(IRS Employer Identification No.)**

680 Fifth Ave., 24th Floor New York, New York	**10019**
(Address of principal executive offices)	**(Zip Code)**

(212) 634-7100
(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act: None.

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging Growth Company ☒

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards pursuant to Section 13(a) of the Exchange Act. ☐

Item 1.01 Entry into a Material Definitive Agreement.

On August 21, 2024, The Cannabist Company Holdings Inc. (the "Company") entered into a Membership Interest Purchase Agreement (the "MIPA"), among Columbia Care LLC (the "Seller"), Columbia Care Florida LLC ("Columbia Care Florida"), SFL Investment Holdings, LLC, Mint Florida Holdings, LLC (together with SFL Investment Holdings, LLC, the "Purchaser"), the Company and The Cerberean Group LLC, pursuant to which the Seller, a wholly owned subsidiary of the Company, agreed to sell all of the issued and outstanding membership interests of Columbia Care Florida to the Purchaser for total consideration of $5 million (the "Closing Consideration"), subject to adjustment as described in the MIPA. The Closing Consideration consists of $3 million of cash and a $2 million promissory note issued by the Purchasers to the Seller (the "Promissory Note"). The Promissory Note will bear interest at a rate of 10% per annum, beginning on the closing date of the transaction under the MIPA (the "MIPA Closing Date"), through maturity on the one-year anniversary of the MIPA Closing Date.

On August 22, 2024, the Company entered into a Purchase Agreement (the "APA"), among 3 Boys Farm LLC (the "Buyer"), Cresco U.S. Corp., Columbia Care Florida and Columbia Care LLC, pursuant to which Columbia Care Florida agreed to sell certain assets related to its Lakeland cultivation facility to the Buyer for total consideration of $11.4 million, subject to adjustment as described in the APA, payable in cash.

The transactions contemplated by the MIPA and APA are subject to certain closing conditions, including approval of applicable regulatory bodies.

Item 1.01 of this Current Report on Form 8-K contains only brief descriptions of the material terms of and does not purport to be a complete description of the rights and obligations of the parties to each of the MIPA, the Promissory Note and the APA. Such descriptions are qualified in their entirety by reference to the full text of the MIPA, the Promissory Note and the APA, which are attached hereto as Exhibits 10.1, 10.2 and 10.3, respectively, and are incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
10.1#	Membership Interest Purchase Agreement, dated August 21, 2024, among Columbia Care LLC, Columbia Care Florida LLC, SFL Investment Holdings, LLC, Mint Florida Holdings, LLC, The Cannabist Company Holdings Inc. and The Cerberean Group LLC
10.2#	Form of Promissory Note from SFL Investment Holdings, LLC and Mint Florida Holdings, LLC
10.3#	Purchase Agreement, dated August 22, 2024, among 3 Boys Farm LLC, Cresco U.S. Corp., Columbia Care Florida LLC and Columbia Care LLC
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

Certain exhibits and schedules have been omitted pursuant to Item 601(a)(5) of Regulation S-K. The Company agrees to furnish a copy of any omitted schedule or exhibit to the SEC upon its request.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

THE CANNABIST COMPANY HOLDINGS INC.

By: /s/ David Sirolly
Name: David Sirolly
Title: Chief Legal Officer & General Counsel

Date: August 27, 2024

Exhibit 10.1

Execution Copy

MEMBERSHIP INTEREST PURCHASE AGREEMENT

by and among

COLUMBIA CARE LLC,

COLUMBIA CARE FLORIDA LLC

SFL INVESTMENT HOLDINGS, LLC

and

MINT FLORIDA HOLDINGS, LLC

and joined in for certain purposes by

THE CANNABIST COMPANY HOLDINGS INC.

and

THE CERBEREAN GROUP LLC

Dated as of August 21, 2024

MEMBERSHIP INTEREST PURCHASE AGREEMENT

THIS MEMBERSHIP INTEREST PURCHASE AGREEMENT (this "**Agreement**"), is made as of the 21st day of August, 2024 (the "**Effective Date**") by and among the following (each, a "**Party,** " and collectively, the "**Parties**"): Columbia Care Florida LLC, a Florida limited liability company (the "**Company**"), Columbia Care LLC ("**Seller**"), SFL Investment Holdings, LLC, a Florida limited liability company ("**SFL Holdings**"), Mint Florida Holdings, LLC, a Florida limited liability company (individually, "**MFH**," and together with SFL Holdings, "**Purchaser**"), The Cannabist Company Holdings Inc., a company existing under the laws of British Columbia and parent company of Seller ("**Seller Parent**"), and The Cerberean Group LLC ("**Purchaser Parent**").

RECITALS

WHEREAS, Seller owns one hundred percent (100%) of the issued and outstanding membership interests of the Company;

WHEREAS, the Company is the sole owner of Medical Marijuana Treatment Center license No. MMTC-2017-00011 (the "**MMTC License**"), duly issued by the State of Florida Department of Health, Office of Medical Marijuana Use (the "**Department**"), pursuant to Section 381.986, Florida Statutes, as amended;

WHEREAS, Purchaser desires to purchase from Seller one hundred percent 100% of the issued and outstanding membership interests of the Company (the "**Purchased Interests**"), and Seller desires to sell the Purchased Interests to Purchaser, all pursuant to and in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and the covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties hereto hereby agree as follows:

1. Purchase and Sale of Purchased Interests.

1.1 Sale. Subject to the terms and conditions of this Agreement, Purchaser agrees to purchase at the Closing, and Seller agrees to sell to Purchaser at the Closing, the Purchased Interests, free and clear of any and all Liens and in accordance with the allocation set forth on Schedule 1.1.

1.2 Closing; Purchase Price; Closing Payments.

(a) The purchase and sale of the Purchased Interests shall take place remotely at a closing via the exchange of documents and signatures to be held on the earlier of: (i) five (5) Business Days following satisfaction or waiver of the conditions set forth in Section 4 and Section 5 of this Agreement (other than those conditions that by their terms cannot be satisfied until the Closing); or (ii) such other place and time as the Parties shall mutually agree (which time and place are designated as the "**Closing**" and such date, the "**Closing Date**").

(b) For and in consideration of the sale, transfer and delivery of the Purchased Interests, at Closing, Purchaser shall:

(i) pay to Seller the Closing Payment, payable by wire transfer of immediately available funds to an account designated by Seller in writing to Purchaser no later than five (5) Business Days prior to the Closing;

(ii) cause the Escrow Agent to deliver the Escrow Deposit to Seller;

(iii) deliver the Note to Seller; and

(iv) transfer and deliver the HPN Interests to Seller, free and clear of any and all Liens.

(c) At the Closing, Seller shall deliver to Purchaser a Membership Interest Assignment substantially in the form attached as Exhibit A to this Agreement (the "**Membership Interest Assignment**"), duly executed by Seller and, if the Purchased Interests are certificated, a certificate or certificates evidencing the Purchased Interests.

(d) Notwithstanding anything in this Agreement to the contrary, Purchaser shall be entitled to deduct and withhold from the consideration otherwise payable pursuant to this Agreement to any Person such amounts as it is required to deduct and withhold from such Person with respect to the making of such payment under the Code and the rules and regulations promulgated thereunder, or any provision of any Law relating to Taxes. To the extent that amounts are so withheld by Purchaser, such withheld amounts shall be treated for all purposes of this Agreement as having been paid to such Person in respect of which such deduction and withholding was made by Purchaser.

1.3 Net Working Capital Adjustment.

(a) At least three (3) Business Days, but no more than seven (7) Business Days, prior to the Closing Date, Seller shall cause to be prepared and delivered to Purchaser a good faith estimate of the Net Working Capital of the Company as of the Measurement Time (subject to the last sentence hereof, the "**Estimated Net Working Capital**"), which shall be certified by a duly authorized officer of the Company as Seller's good faith estimate of the Net Working Capital as of the Measurement Time, which statement shall quantify in reasonable detail the estimates of each item included in such calculation, in each case calculated in accordance with the provisions of this Agreement. The Parties shall reasonably cooperate with one another in connection with the preparation and evaluation of such estimate. The Company Parties shall promptly provide Purchaser and its representatives access to all personnel, relevant documents, and information reasonably requested by Purchaser or its representatives in connection with their review of the Estimated Net Working Capital (including all components thereof). Prior to the Closing Date, Purchaser shall notify Seller of any objections to the Estimated Net Working Capital (including any component thereof), and Seller shall consider Purchaser's comments and work with Purchaser in good faith to resolve such objections.

(b) Within sixty (60) days after the Closing Date, Purchaser shall prepare and deliver to Seller a statement (the "**Closing Statement**") setting forth Purchaser's good faith calculation of the Net Working Capital as of the Measurement Time (the "**Closing Net Working Capital**") as well as the adjustments to the Purchase Price which shall be made pursuant to this Section 1.3. Seller shall reasonably cooperate with Purchaser in its preparation of the Closing Statement. Upon delivery of the Closing Statement, Purchaser shall promptly provide Seller access to all personnel, relevant documents and information to the extent they relate to the Closing Statement (or preparation thereof) reasonably requested by Seller in connection with its review of the Closing Statement and Purchaser's calculation of the Closing Net Working Capital (including all components thereof), provided that such access is in a manner that does not unreasonably or materially interfere with the normal business operations of Purchaser and its Affiliates.

(c) If Seller disputes any amounts as shown on the Closing Statement, Seller shall deliver to Purchaser within thirty (30) days after receipt of the Closing Statement a notice (the "**Dispute Notice**") setting forth Seller's calculation of Closing Net Working Capital and describing in reasonable detail the basis (including for each component, the difference and the amount thereof and reasons therefor) for the determination of such different amount. If Seller does not deliver a Dispute Notice to Purchaser within such thirty (30) day period, the Closing Statement (and the determination of Closing Net Working Capital therein) prepared and delivered by Purchaser will be deemed to be the Final Closing Statement and the Final Closing Net Working Capital. Any such disputes shall be limited to assertions that the Closing Statement (and the determination of Closing Net Working Capital therein) was not calculated in accordance with the provisions of this Section 1.3, including all defined terms in this Agreement. Any component not disputed in the Dispute Notice shall be treated as final and binding. Purchaser and Seller shall use commercially reasonable efforts to resolve such differences within a period of thirty (30) days after Seller has given the Dispute Notice. If Purchaser and Seller resolve such differences, the Closing Statement and the Closing Net Working Capital agreed to by Purchaser and Seller will be deemed to be the Final Closing Statement and the Final Closing Net Working Capital. If Purchaser and Seller do not reach a final resolution on the Closing Statement and the Closing Net Working Capital within thirty (30) days after Seller has delivered the Dispute Notice, unless Purchaser and Seller mutually agree to continue their efforts to resolve such differences, the Neutral Accountant shall resolve such differences with respect to the adjustment under this Section 1.3 pursuant to a reasonable engagement agreement among Purchaser, Seller, and the Neutral Accountant (which Purchaser and Seller agree to execute promptly), in the manner provided below. Each of Purchaser and Seller shall be deemed to have executed such engagement agreement if it fails to do so within twenty (20) days after receiving a draft thereof. The Neutral Accountant shall have full authority to arbitrate all of the issues or matters relating to the adjustments under this Section 1.3, but shall only decide the specific components under dispute in the Dispute Notice (the "**Disputed Items**"), solely in accordance with the terms of this Agreement. Each of Purchaser and Seller will be entitled to make a presentation to the Neutral Accountant at which the other will be entitled to be present and participate, pursuant to procedures to be agreed to between Purchaser, Seller, and the Neutral Accountant (or, if they cannot agree on such procedures, pursuant to procedures determined by the Neutral Accountant), regarding such Party's determination of the amounts to be set forth on the Closing Statement (and the determination of the Closing Net Working Capital therein); and Purchaser and Seller shall use commercially reasonable efforts to cause the Neutral Accountant to resolve the differences between them and determine the amounts to be set forth on the Closing Statement (and the determination of the Closing Net Working Capital therein) within twenty (20) days after the engagement of the Neutral Accountant. Each of Purchaser and Seller, as a condition precedent to making a presentation to the Neutral Accountant and having the Neutral Accountant

review its calculations, shall provide reasonable advance access to the other Party with respect to such materials and reasonably cooperate with the other Party in its review and analysis thereof. The Neutral Accountant's determination shall be based solely on such presentations of, and materials provided by, Purchaser and Seller (i.e., not on independent review) and on the definitions and other terms and conditions included in this Agreement. The Closing Statement (and determination of the Closing Net Working Capital therein) determined by the Neutral Accountant shall be deemed to be the Final Closing Statement and the Final Closing Net Working Capital. Such determination by the Neutral Accountant will be conclusive and binding upon the Parties, absent fraud or manifest error, and will be an arbitral award that is non-appealable. The fees and expenses of the Neutral Accountant shall be borne by Seller and Purchaser in proportion to the amounts by which their respective calculations of the Closing Net Working Capital differ from the Final Closing Net Working Capital as finally determined by the Neutral Accountant. Nothing in this Section 1.3(c) is to be construed to authorize or permit the Neutral Accountant to: (i) determine any questions or matters whatsoever under or in connection with this Agreement, except for the resolution of differences between Purchaser and Seller regarding the determination of the Final Closing Statement (and the Final Closing Net Working Capital calculation therein); or (ii) resolve any such differences by making an adjustment to any component of the Closing Statement (and the Closing Net Working Capital calculation therein) that is outside of the range defined by amounts as finally proposed by Purchaser and Seller.

(d) Promptly, but no later than ten (10) Business Days after the final determination thereof: (i) if there is a Net Working Capital Surplus, then Purchaser shall pay an amount equal to the Net Working Capital Surplus to Seller; (ii) if there is a Net Working Capital Shortfall, then, at Purchaser's election (A) Purchaser may set-off the amount of the Net Working Capital Shortfall against the Note or (B) Seller shall pay to Purchaser by wire transfer an amount equal to the Net Working Capital Shortfall. Any payments made pursuant to this Section 1.3 shall be treated as an adjustment to the Purchase Price by the Parties. The Parties acknowledge that the limitations on indemnification set forth in Section 7 are inapplicable to the adjustments to be made under this Section 1.3.

1.4 Definitions; Interpretive Guidelines.

(a) Definitions. In addition to the terms defined elsewhere throughout this Agreement, the following terms used in this Agreement shall be construed to have the meanings set forth or referenced below.

Defined Terms	**Section**
AAA	Section 10.15
Agreement	Preamble
Allocation Schedule	Section 8.6
Assignment and Assumption of Lease	Section 4.7(d)
Balance Sheet Date	Section 2.7(a)
Basket	Section 7.4(a)
Cap	Section 7.4(c)
Closing	Section 1.2(a)
Closing Date	Section 1.2(a)
Closing Net Working Capital	Section 1.3(b)

Defined Terms	Section
Closing Statement	Section 1.3(b)
Company	Preamble
Department	Recitals
Determination	Section 7.5(d)(i)
Direct Claim	Section 7.5(c)
Dispute Notice	Section 1.3(c)
Disputed Items	Section 1.3(c)
Divestitures	Section 6.9(c)
Effective Date	Preamble
Estimated Net Working Capital	Section 1.3(a)
Financial Statements	Section 2.7(a)
Fundamental Representations	Section 7.1
Guaranteed Obligations	Section 9.1
Guaranteed Party	Section 9.1
Guarantor	Section 9.1
Government Consents	Section 6.1(a)
HPN Sale	Section 6.9(c)
Indemnified Party	Section 7.4
Indemnifying Party	Section 7.4
Intellectual Property Licenses	Section 2.10(c)
Kick Out Date	Section 10.18(a)(v)
Lakeland Cessation and Divestiture	Section 6.9(a)
Leased Real Property	Section 2.17(b)
Licenses	Section 2.24(a)
Material Supplier	Section 2.9
Membership Interest Assignment	Section 1.2(c)
MFH	Preamble
MMTC License	Recitals
Most Recent Balance Sheet	Section 2.7(a)
Most Recent Balance Sheet Date	Section 2.7(a)
Outside Assets	Section 2.16
Owned Property	Section 2.17(a)
Party(ies)	Preamble
Physical Inventory	Section 6.7
Post-Closing Trademark License Agreement	Section 4.7(b)
Pre-Closing Period	Section 6.2
Principal	Section 9.1
Purchased Interests	Recitals
Purchaser	Preamble
Purchaser Disclosure Schedule	Section 3
Purchaser Indemnitees	Section 7.2
Purchaser Obligations	Section 9.1
Purchaser Parent	Preamble
Real Property Leases	Section 2.17(b)
Receivables	Section 2.8(a)

Defined Terms	Section
Registered Intellectual Property	Section 2.10(b)
Restricted Business	Section 8.8(a)
Restricted Period	Section 8.8(a)
Seller	Preamble
Seller Disclosure Schedule	Section 2
Seller Indemnitees	Section 7.3
Seller Obligations	Section 9.1
Seller Parent	Preamble
Seller Returns	Section 8.5
SFL Holdings	Preamble
Territory	Section 8.8(a)
Third-Party Claim	Section 7.5(a)
Transfer Taxes	Section 8.5
Union	Section 2.20(h)
WARN Act	Section 2.19(s)

(i) "**Affiliate**" means, with respect to any specified Person, any other Person who, directly or indirectly, controls, is controlled by, or is under common control with such Person, including, without limitation, any general partner, managing member, officer or director of such Person or any venture capital fund now or hereafter existing that is controlled by one or more general partners or managing members of, or shares the same management company with, such Person.

(ii) "**Alachua Facility**" means that certain cultivation facility located at 14810 NW 94th Avenue, Alachua, Florida 32615.

(iii) "**Arcadia Facility**" means that certain manufacturing and/or cultivation facility located at 1528 Highway 17, Arcadia, Florida 24266.

(iv) "**Books and Records**" of a Person means all records (in any type of storage medium) in the possession or control of a Person, including, without limitation, customer lists, sales records, records relating to regulatory matters, financial and accounting records and compliance records.

(v) "**Business Day**" means any day other than a Saturday, Sunday or other day on which banking institutions in New York, New York are required or authorized by Law to be closed.

(vi) "**CARES Act**" means the Coronavirus Aid, Relief, and Economic Security Act, as amended.

(vii) "**Cash Purchase Price"** means $3,000,000.

(viii) "**Change of Control Payments**" means any and all bonuses or other obligations or payments that are not paid by Seller prior to Closing, arising or payable as a result of or in connection with the transactions contemplated hereby (whether due at or after the Closing), including without limitation any sale, "stay," retention, or similar bonuses or payments to current or former directors, officers, employees and consultants which become payable by reason of the consummation of the transactions contemplated by this Agreement (plus the employer's portion or share of any payroll or employment taxes or other Taxes relating to any such payments or benefits, whether payable prior to, in connection with or following the Closing).

(ix) "**Claim**" means any Third-Party Claim and/or Direct Claim.

(x) "**Closing Payment"** means the Cash Purchase Price, *minus* (i) the Escrow Deposit, *minus* (ii) any Change of Control Payments, *minus* (iii) any Indebtedness of the Company, *minus* (iv) any Company Transaction Expenses in connection with the Transaction Agreements that remain unpaid as of the Closing, *minus* (v) the amount, if any, by which the Estimated Net Working Capital is less than the Target Net Working Capital, *plus* (vi) the amount, if any, by which the Estimated Net Working Capital is greater than the Target Net Working Capital.

(xi) "**Code**" means the U.S. Internal Revenue Code of 1986, as amended.

(xii) "**Company Intellectual Property**" means, collectively, the Owned Intellectual Property and the Licensed Intellectual Property.

(xiii) "**Company Party(ies)**" means the Company and Seller.

(xiv) "**Company Transaction Expenses**" means the Transaction Expenses incurred by the Company in connection with the transactions contemplated hereby for any fees and disbursements of attorneys, accountants and other advisors or service providers.

(xv) "**Consent**" means any consent, approval, authorization, clearance, exemption, waiver, or similar affirmation by any Governmental Authority or other Person pursuant to any Contract or applicable Law.

(xvi) "**Contract**" means any contract, agreement, indenture, note, bond, loan, mortgage, license, instrument, lease, understanding, commitment, or other arrangement or agreement, whether written or oral.

(xvii) "**COVID Related Deferrals**" means any Liabilities, including Tax Liabilities, or other amounts for or allocable to any period ending on or prior to the Closing Date the payment of which is deferred, on or prior to the Closing Date, to a period (or portion thereof) beginning after the Closing Date pursuant to the CARES Act or any other Law related to COVID-19.

(xviii) "**Dispensary Facility(ies)**" means those locations where the Company currently operates a dispensary and has either an ownership interest or leasehold interest in such location as of the date of this Agreement.

(xix) "**Employee Benefit Plan**" means (i) each "employee benefit plan," as defined in ERISA Section 3(3), and (ii) each other plan, fund, arrangement or agreement, including but not limited to, bonus, incentive compensation, deferred compensation, supplemental retirement, pension, profit sharing, retirement, equity purchase, equity option, equity ownership, equity appreciation rights, phantom equity, profits interests, post-retirement benefits (such as retiree medical or retiree life), change in control, retention, employment, termination, vacation, day or dependent care, legal services, educational assistance, Code Section 125 plan, life, health, accident, disability, workers' compensation or other insurance, severance, separation or other employee benefit plan, practice, policy or arrangement of any kind (other than base salary or base hourly wages), whether or not subject to ERISA, whether formal or informal, or whether written or oral, and in each case of (i) or (ii) above, that is a plan, fund, arrangement, course of dealing, or agreement that provides any compensation or other benefit to any Person who is an employee, consultant, independent contractor or other service provider of the Company.

(xx) "**Environmental Laws**" means any Law, regulation, or other applicable requirement relating to (a) releases or threatened releases of Hazardous Substance; (b) pollution or protection of employee health or safety, public health or safety, natural resources, or the environment; (c) the manufacture, generation, handling, transport, use, treatment, storage, handling, transportation, management, or disposal of, or exposure to, Hazardous Substances; or (d) substances or materials which are considered to be hazardous or toxic, including, without limitation, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Hazardous Materials Transportation Act, the Clean Water Act, the Toxic Substances Control Act, the Emergency Planning and Community Right to Know Act, any state and local environmental Law, all amendments and supplements to any of the foregoing and all regulations and publications promulgated or issued relative to the foregoing.

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

(xxii) "**ERISA Affiliate**" means any entity (whether or not incorporated) other than the Company that is required to be treated along with the Company as a single employer under Section 414(b), (c), (m) or (o) of the Code.

(xxiii) "**Escrow Agent**" means Western Alliance Bank.

(xxiv) "**Escrow Agreement**" means that certain Escrow Agreement dated as of May 31, 2024, by and among Mint Group Holdings Co., a Delaware corporation and Affiliate of Purchaser, Seller Parent, and Escrow Agent.

(xxv) "**Escrow Deposit**" means $750,000.00 in cash deposited with the Escrow Agent pursuant to the Escrow Agreement prior to the date hereof.

(xxvi) "**Facility(ies)**" mean the Alachua Facility and the Arcadia Facility but excluding the Lakeland Facility.

(xxvii) "**Fair Labor Standards Act**" means the Fair Labor Standards Act of 1938, as amended.

(xxviii) "**Family Member**" means, with respect to any individual, (a) the spouse, parents, siblings, and descendants (including adoptive relationships and stepchildren) of that individual and (b) the spouse of each individual described in clause (a) of this definition.

(xxix) "**Final Closing Net Working Capital**" means the final Closing Net Working Capital as determined by agreement of Purchaser and Seller or by the Neutral Accountant or otherwise in accordance with the procedures set forth in Section 1.3

(xxx) "**Final Closing Statement**" means the final Closing Statement as determined by agreement of Purchaser and Seller or by the Neutral Accountant or otherwise in accordance with the procedures set forth in Section 1.3.

(xxxi) "**Fraud**" means common law fraud under Delaware law.

(xxxii) "**GAAP**" means United States generally accepted accounting principles as in effect from time to time.

(xxxiii) "**Governmental Authority**" means any state, commonwealth, province, territory or possession of, and including, the United States or Canada, and any political subdivision of any of the foregoing, including the Department, courts, departments, regulatory agency, administrative agency, commissions, boards, bureaus, agencies, ministries or other instrumentalities, and any other entity exercising Law-making power (whether or not self-regulating).

(xxxiv) "**Hazardous Substances**" means any and all pollutants, contaminants, toxic or hazardous wastes or any other substances that might pose a hazard to health or safety, the removal of which may be required or the generation, manufacture, refining, production, processing, treatment, storage, handling, transportation, transfer, use, disposal, release, discharge, spillage, seepage or filtration of which is now or may in the future be restricted, prohibited or penalized under any Environmental Law.

(xxxv) "**HPN**" means Hart's Plant Nursery, Inc.

(xxxvi) "**HPN Interests**" means the issued and outstanding equity interests of HPN, which entity shall not contain any assets or liabilities other than the Florida Medical Marijuana Treatment Center License No. MMTC-2019-0022 (the "**HPN MMTC License**").

(xxxvii) "**Indebtedness**" of any Person means, without duplication: (i) all liabilities of such Person for borrowed money, whether current or funded, secured or unsecured, all obligations evidenced by bonds, debentures, notes or similar instruments, and all liabilities in respect of mandatorily redeemable or purchasable share capital or securities convertible into share capital; (ii) except for trade debt in the ordinary course of business, all liabilities of such Person for the deferred purchase price of property or services, which are required to be classified and accounted for under GAAP as liabilities; (iii) all liabilities of such Person for the reimbursement of any obligor on any letter of credit, banker's acceptance or similar credit transaction securing obligations of a type described in clauses (i) and (ii) above to the extent of the obligation secured; and (iv) all guarantees by such Person of any liabilities of a third party of a nature similar to the types of liabilities described in clauses (i)-(iii) above, to the extent of the obligation guaranteed.

(xxxviii) "**Intellectual Property Rights**" means any and all proprietary and intellectual property rights, in any jurisdiction, including those rights in and to (a) inventions and discoveries (whether or not patentable or reduced to practice), improvements thereto, and invention disclosures, (b) patents and patent applications (including applications or registrations for industrial design, mask works and statutory invention registrations), together with extensions, reissuances, divisionals, provisionals, continuations, continuations-in-part and reexaminations thereof ("**Patents**"), (c) trademarks, trademark applications and registrations, service marks, brand names, certification marks, trade dress, slogans, symbols, logos, trade names and corporate names, fictitious names, domain names, websites, and social media accounts, together with the goodwill associated therewith (in each case, whether registered or unregistered) ("**Trademarks**"), (d) copyrights, published and unpublished works of authorship, whether copyrightable or not (including software (including POS software and marketing software) and related algorithms), moral rights and rights equivalent thereto, including the rights of attribution, assignation and integrity (in each case, whether registered or unregistered) ("**Copyrights**"), (e) all trade secrets and confidential business information including, but not limited to, confidential ideas, technical data, customer lists, pricing and cost information, marketing plans, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, databases, historical marketing analyses and reports, and customer and transactional databases, (f) all proprietary breeds, cultivars, varietals and germplasm, (g) all other proprietary rights, (h) all applications to register, registrations and renewals, substitutions or extensions of the foregoing and (i) all copies and tangible embodiments of the foregoing.

(xxxix) "**Inventory**" means all inventory, finished goods, raw materials, work in progress, packaging, supplies, parts and other inventories of the Company, including all genetic cannabis plant strains and phenotypes.

(xl) "**Key Employee**" means any executive-level employee (including division director or manager and vice president-level positions) of the Company.

(xli) "**Knowledge**" of a specified Person means the actual knowledge of such specified Person together with such knowledge that such specified Person would be reasonably expected to discover after reasonable investigation, and, when such specified Person is any Company Party, it means the actual knowledge of each of David Hart, Jesse Channon, Derek Watson, and Jonathan Gilbert, together with such knowledge that each such Person would be expected to discover after reasonable investigation.

(xlii) "**Lakeland Facility**" means that certain cultivation facility located at 2700 Interstate Drive, Lakeland, Florida 33805.

(xliii) "**Lakeland Facility Employees**" means those employees of the Company that perform a material portion of his or her duties at the Lakeland Facility.

(xliv) "**Landlord Estoppel Certificate**" means an estoppel certificate with respect to a Real Property Lease, dated after the Effective Date, but no earlier than thirty (30) days prior to the Closing Date, from the landlord under such Real Property Lease containing such customary provisions to be reasonably expected in an estoppel certificate.

(xlv) "**Law**" means any law, statute, code, constitution, treaty, decree, rule, ordinance or regulation or any determination or direction of any Governmental Authority, including but not limited to any common law, but excluding U.S. Federal Cannabis Laws.

(xlvi) "**Legal Proceeding**" means any claim, action, charge, complaint, litigation, arbitration, audit, investigation, inspection, inquiry, hearing or proceeding, administrative enforcement proceeding or other similarly formal legal proceeding (including civil, criminal, administrative or appellate proceeding) commenced, brought, conducted or heard by or pending before any Governmental Authority, arbitrator, mediator or other tribunal.

(xlvii) "**Liability**" means any debt, loss, damage, claim, Tax, fine, penalty, liability, obligation, guarantee, cost, expense or other charge (including costs of investigation and defense and attorneys' fees, costs and expenses) of any kind or nature, in each case, whether direct or indirect, accrued or unaccrued, known or unknown, liquidated or unliquidated, asserted or unasserted, absolute or contingent, matured or unmatured, secured or unsecured, joint or several, due or to become due, vested or unvested, or disputed or undisputed, executory, determined, determinable or otherwise, and whether or not the same is required to be accrued on any financial statements, including those arising under any Law, Legal Proceeding, or Contract.

(xlviii) "**Licensed Intellectual Property**" means those Intellectual Property Rights licensed, directly or indirectly, to the Company.

(xlix) "**Lien**" means any option, mortgage, deed of trust, pledge, hypothecation, lien (statutory or otherwise), charge, security interest, defect of title, easement, encroachment, reservation, restriction, adverse right or interest, claim or other encumbrance (including any conditional sale or other title retention agreement and any lease having substantially the same effect as any of the foregoing and any assignment or deposit arrangement in the nature of a security device).

(l) "**Loss**" or "**Losses**" mean all losses, Liabilities, claims, obligations,

deficiencies, demands, awards, judgments, damages (including, to the extent reasonably foreseeable, consequential damages, indirect damages, and diminution in value), fines, penalties or other charges, including, without limitation, court filing fees, court costs, arbitration fees or costs, witness fees, reasonable fees of attorneys, accountants or other advisors; *provided, however*, that Losses shall exclude punitive or exemplary damages, except in each case to the extent that any such damages or losses are required to be paid to a third party pursuant to a Third-Party Claim.

(li) "**Material Adverse Effect**" means an event, change or occurrence that, individually or together with any other event, change or occurrence, has a material adverse effect or would be reasonably expected to have a material adverse effect, with or without the passage of time, on (A) the business, assets (including intangible assets), liabilities, operations (including contemplated operations), financial condition, property, prospects, or results of operations of a Party (including, with respect to the Company, the MMTC License) taken as a whole, or (B) the ability of any Party to perform its material obligations under this Agreement or to consummate the transactions contemplated hereby; provided, however, that a "Material Adverse Effect" shall not include any "Material Adverse Effect" that arises after the date hereof and is cured prior to the earlier of the Closing and the date this Agreement is terminated in accordance with Section 10.18 or any change, effect, event, occurrence, state of facts or development in or attributable to: (a) general economic, political, or business conditions; (b) financial, banking or securities markets of the U.S. in general (including any disruption thereof and any decline in the price of any security or any market index or change in prevailing interest rates); (c) any natural or

man-made disaster, acts of God, pandemics (including COVID-19 pandemic, its fallout and related illnesses), or other calamities, national or international political or social conditions, including the engagement and/or escalation by the U.S. in hostilities, whether or not pursuant to the declaration of a national emergency or war, or the occurrence of any military or terrorist attack upon the U.S. or any of its territories, possessions or diplomatic or consular offices or upon any military installation, equipment or personnel of the U.S.; (d) the announcement, pendency, or completion of the transactions contemplated by this Agreement, including losses of employees, customers, suppliers, distributors or sales agents of the Company; (e) any breach, violation or non-performance of any provision of this Agreement by Purchaser or any of its Affiliates; (f) the failure of the Company to meet or achieve the results set forth in any internal or published projections, forecasts, or revenue earnings predictions (provided that the underlying causes of such failures (subject to the other provisions of this definition) shall not be excluded); (g) any item or items set forth in the Seller Disclosure Schedule; (h) any change resulting from compliance with the terms of, or any actions taken (or not taken) by any Party pursuant to or in accordance with, this Agreement.

(lii) "**Measurement Time**" means 12:01 a.m. Eastern time on the Closing Date.

(liii) "**Multiemployer Plan**" has the meaning set forth in Section 3(37) of ERISA.

(liv) "**Net Working Capital**" means (A) the current assets of the Company (consisting solely of asset account line items as specified on Schedule 1.4(a)(liv) (the "**Net Working Capital Schedule**")), minus (B) the current liabilities of the Company (consisting solely of liability account line items as specified on the Net Working Capital Schedule), in each case determined in accordance with GAAP applied on a consistent basis (except as set forth on the Net Working Capital Schedule) and consistent with the preparation of the Net Working Capital Schedule.

(lv) "**Net Working Capital Shortfall**" means the amount by which the Final Closing Net Working Capital set forth in the Final Closing Statement is less than the Estimated Net Working Capital, if any.

(lvi) "**Net Working Capital Surplus**" means the amount by which the Final Closing Net Working Capital set forth in the Final Closing Statement exceeds the Estimated Net Working Capital, if any.

(lvii) "**Neutral Accountant**" means a nationally recognized accounting firm mutually acceptable to Purchaser and Seller that does not has a conflict of interest with Purchaser or any Company Party, or any of their respective Affiliates,.

(lviii) "**Note**" means a promissory note in the principal amount of the Note Amount with a maturity date twelve (12) months after the Closing Date, substantially in the form attached as Exhibit C to this Agreement.

(lix) "**Note Amount**" means $2,000,000.00.

(lx) "**Note Maturity Date**" means the twelve (12) month anniversary of the Closing Date.

(lxi) "**Owned Intellectual Property**" means, collectively, those Intellectual Property Rights owned by the Company.

(lxii) "**Partnership Audit Provisions**" means Sections 6221 through 6241 of the Code as originally enacted in P.L. 114-74, and as may be amended, and including any United States Treasury Regulations or other administrative guidance promulgated by the Internal Revenue Service thereunder or successor provisions and any comparable provision of non-U.S. or U.S. state or local Law.

(lxiii) "**Permitted Liens**" means (a) statutory liens for current Taxes not yet due and payable or are being contested, (b) mechanics', materialmen's, carriers', workers', repairers' and similar statutory liens arising or incurred in the ordinary course of business and relating to amounts that are not yet due and payable, and (c) restrictions on the transfer of securities arising under federal and state securities laws.

(lxiv) "**Person**" means any individual, corporation, partnership, trust, limited liability company, association, Governmental Authority or other entity.

(lxv) "**Pre-Closing Taxes**" means (a) all Taxes (or the non-payment thereof) of the Company for any and all Pre-Closing Tax Periods, (b) all Taxes (or the non-payment thereof) of Seller (and any direct or indirect owner of any Seller that is an entity), for any and all taxable periods, (c) any payroll Taxes with respect to compensatory payments paid in connection with the Closing, (d) any and all Taxes of any Person imposed on the Company as a transferee or successor, by Contract or pursuant to any Law, which Taxes relate to an event or transaction occurring on or before the Closing, (e) any Taxes resulting from any election by the Company under Code §108(i) on or prior to the Closing Date, (f) all COVID Related Deferrals (without duplication of any amounts included in Indebtedness) and (g) all Taxes imposed on any Company Party (or direct or indirect owner of any Seller that is an entity) as a result of any transaction contemplated by this Agreement. For purposes of the foregoing, any property Taxes for any Straddle Period shall be allocated to the portion of the Straddle Period ending on the Closing Date on a per diem basis, and all other Taxes for any Straddle Period shall be allocated as if such Straddle Period ended at the end of the Closing Date.

(lxvi) "**Pre-Closing Tax Period**" means any tax period (or that portion of any Straddle Period) ending on or before the Closing Date.

(lxvii) "**Purchase Price**" means (i) the Cash Purchase Price, (ii) the Note Amount, and (iii) the HPN Interests.

(lxviii) "**Purchaser's Advisors**" means Purchaser's attorneys, accountants, advisors, representatives and/or Tax advisors, if any.

(lxix) "**Revolution Facility**" means that certain facility located at 6614 East Adamo Drive, Tampa, FL 33619.

(lxx) "**Securities Act**" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

(lxxi) "**Seller Party(ies)**" means Seller and Seller Parent.

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

(lxxiii) "**Target Net Working Capital**" means negative Twenty-Five Thousand Nine Hundred Sixty Dollars (-$25,960).

(lxxiv) "**Tax**" means (a) any federal, state, county, local, municipal or foreign income, gross receipts, net proceeds, fuel, excess profits, user, capital stock, profits, escheat, unclaimed property, gain, registration, ad valorem, estimated, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, customs, duties, franchise, employees' income withholding, foreign or domestic withholding, social security (or similar, including FICA), unemployment, disability, real property, personal property (tangible or intangible), sales, use, transfer, value added, goods and services, escheat or unclaimed property (whether or not considered a tax under local Law) alternative or add on minimum or other tax of any kind or any charge of any kind in the nature of taxes, assessments, duties or similar charges, including any interest, penalties or additions to Tax in respect of the foregoing, in each case whether disputed or not, imposed by any Governmental Authority, and (b) any liability for the payment of any amounts of the type described in clause (a) as a result of being a member of an affiliated, consolidated, combined or unitary group, as a result of any tax sharing or tax allocation Contract, or as a result of being liable for another Person's taxes as a transferee or successor, by Contract or otherwise.

(lxxv) "**Tax Return**" means any Tax return, declaration, report, claim for refund, or information return or statement filed or required to be filed by the Company, including any amendments thereto.

(lxxvi) "**Transaction Agreements**" means this Agreement, the Membership Interest Assignment, the Note, the Escrow Agreement, the Post-Closing Trademark License Agreement, and any other documents executed in connection herewith or contemplated hereby, including but not limited to any consulting or similar agreements entered into among the Parties and/or Affiliates thereof.

(lxxvii) "**Transaction Expenses**" means, with respect to a Party, expenses incurred in connection with the negotiation, preparation, execution and closing of the transactions contemplated by the Transaction Agreements.

(lxxviii) "**U.S. Federal Cannabis Laws**" means any applicable U.S. federal law, civil, criminal or otherwise, that prohibit or penalize, the advertising, cultivation, harvesting, production, distribution, sale and possession of cannabis and/or related substances or products containing or relating to the same, and related activities, including the prohibition on drug trafficking under the Controlled Substances Act (21 U.S.C. § 801, et seq.), the conspiracy statute under 18 U.S.C. § 846, the bar against aiding and abetting the conduct of an offense under 18 U.S.C. § 2, the bar against misprision of a felony (concealing another's felonious conduct) under 18 U.S.C. § 4, the bar against being an accessory after the fact to criminal conduct under 18 U.S.C. § 3, and federal money laundering statutes under 18 U.S.C. §§ 1956, 1957 and 1960.

(b) Interpretive Guidelines.

(i) All pronouns used in this Agreement shall be deemed to include masculine, feminine and neuter forms.

(ii) Unless the context requires otherwise: (1) the singular number includes the plural and the plural number includes the singular and shall not be interpreted to preclude the application of any provision of this Agreement to any individual or entity; (2) each reference in this Agreement to a designated "Article," "Section," "Schedule," "Exhibit," or "Appendix" is to the corresponding Section, Schedule, Exhibit, or Appendix of or to this Agreement; (3) the word "or" shall not be applied in its exclusive sense; (4) the word "all" shall be interpreted to mean "any and all"; (5) the words "include," "includes," and "including" are deemed to be followed by the phrase "without limitation"; (6) the words "relate," "relates," and "relating" are deemed to be followed by the phrase "in any way"; (7) references to "$" or "dollars" means the lawful currency of the United States; and (8) the words "herein," "hereof," "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Section or other subdivision.

(iii) References in this Agreement to any Contract or any particular provisions of Law shall be deemed to refer to such Contract or Law as they exist as of the Effective Date of this Agreement and at the Closing Date.

(iv) Any reference in this Agreement to "day" or number of "days" without the explicit qualification of "business" must be interpreted as a reference to a calendar day or number of calendar days. If any action or notice is to be taken or given on or by a particular calendar day and that calendar day is not a Business Day then the action or notice is deferred until, or may be taken or given, on the next Business Day.

(v) Any reference in this Agreement to a date or time is a reference to that date or time in New York, New York, unless otherwise stated.

(vi) Any undertaking in this Agreement not to do any act or thing is deemed to include an undertaking not to permit or suffer the doing of that act or thing.

(vii) The definitions in this Agreement apply equally to both the singular and plural of the terms defined.

2. Representations and Warranties of the Seller Parties. The Seller Parties, jointly and severally, represent and warrant to Purchaser that, subject to the schedule of disclosures and exceptions (the "**Seller Disclosure Schedule**") attached as Exhibit B to this Agreement, which disclosures and exceptions shall be deemed to be part of the representations and warranties made hereunder, the following representations are true and correct as of the Effective Date, and will be true and correct pursuant to Section 4.1 as of the Closing Date. The Seller Disclosure Schedule shall be arranged in numbered schedules corresponding to the numbered and lettered sections contained in this Section 2, and the disclosures in any schedule of the Seller Disclosure Schedule shall qualify the representations made in other sections in this Section 2 only to the extent it is reasonably apparent from a reading of the disclosure that such disclosure is applicable to or qualifies such other representations made in other sections of this Section 2.

2.1 Organization, Good Standing, Power and Qualification. The Company is a limited liability company duly organized, validly existing and in good standing under the Laws of the State of Florida and has all requisite limited liability company power and authority to carry on its business as presently conducted. The Company is duly qualified to transact business and is in good standing in each jurisdiction in which its ownership of property or conduct of business requires it to be qualified, except where the failure to be so qualified shall not result in a Material Adverse Effect of the Company. True, correct and complete copies of the Company's organizational documents currently in effect have been provided to Purchaser and reflect all amendments made thereto.

2.2 Ownership of Purchased Interests; No Voting Trusts.

(a) Schedule 2.2(a) sets forth all of the authorized, issued and outstanding equity interests of the Company. Seller owns, beneficially and of record, all of the equity interests of the Company set forth on Schedule 2.2(a), free and clear of any and all Liens or other restrictions or limitations whatsoever, except for Permitted Liens. All of the outstanding equity interests of the Company are duly authorized, validly issued, fully paid and non-assessable and were not issued in violation of any applicable Law or preemptive or other rights of any Person to acquire any securities of the Company. Upon delivery to Purchaser of the Membership Interest Assignment executed by Seller, good and valid title to the Purchased Interests will pass to Purchaser, free and clear of all Liens or other restrictions or limitations whatsoever of any kind, except for Permitted Liens.

(b) No Company Party is bound by, nor has any Company Party granted to any other Person, any option, warrant, calls, purchase or other right or other contractual obligation (including, without limitation, conversion or preemptive rights and rights of first refusal or similar rights), orally or in writing, with respect to any equity interests of the Company or that could require any Company Party to sell, issue, grant, transfer or otherwise dispose of any or all of the equity interests of the Company, or any securities convertible into or exchangeable for equity interests in the Company.

(c) There are no voting trusts, commitments, undertakings, understandings or other restrictions to which any Seller is a party that directly or indirectly limit or restrict in any manner, or otherwise relate to, the sale or other disposition of any of the Purchased Interests.

2.3 Subsidiaries. The Company does not own or control, or has never owned or controlled, directly or indirectly, any interest in any other corporation, partnership, trust, joint venture, limited liability company, association, or other business entity. The Company is not, nor has it ever been, a participant in any joint venture, partnership or similar arrangement.

2.4 Authorization; Enforceability. All limited liability company (or other applicable entity) action required to be taken by the officers, managers, boards of directors and owners of the Company, Seller and Seller Parent, in order to authorize the Company, Seller and Seller Parent to enter into the Transaction Agreements to which such Party is or will be a party and to consummate the transactions contemplated thereby has been taken or will be taken prior to the Closing. All action on the part of the officers of the Company, Seller and Seller Parent necessary for the execution and delivery of the Transaction Agreements and the performance of all obligations of such Party under the Transaction Agreements to be performed as of the Closing has been taken or will be taken prior to the Closing. The respective Transaction Agreements to which each Company Party or Seller Party is a party, when executed and delivered by such Company Party or Seller Party, shall constitute valid and legally binding obligations of such Company Party or Seller Party, as applicable, enforceable against such Company Party or Seller Party in accordance with their respective terms except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, or other Laws of general application relating to or affecting the enforcement of creditors' rights generally or (b) as limited by Laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

2.5 Governmental Consents and Filings. Except for approval by the Department, no consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any federal, state or local Governmental Authority is required on the part of any Company Party or Seller Party in connection with the execution and delivery of, or the consummation of the transactions contemplated by, this Agreement or any of the other Transaction Agreements.

2.6 Legal Proceedings. There is no Legal Proceeding pending or, to the Company's Knowledge, threatened (a) against or relating to the Company or any officer, member or manager of the Company (in their capacity as such); (b) that questions the validity of any of the Transaction Agreements or the right of any Company Party to enter into any of the Transaction Agreements, or to consummate the transactions contemplated by the Transaction Agreements; (c) that would reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect on the Company; or (d) against any Person with respect to the MMTC License. Neither the Company nor, to the Company's Knowledge, any of the officers, directors, members or managers of the Company (in their capacity as such), is a party or is named as subject to the provisions of any order, writ, injunction, judgment or decree of any court or other Governmental Authority (in the case of officers, directors, or managers, such as would affect the Company). There is no Legal Proceeding by the Company pending or that the Company intends to initiate, and no reasonable basis, to the Company's Knowledge, for any such Legal Proceeding to be initiated against the Company or that relates to the MMTC License, including, without limitation, any Legal Proceedings pending or threatened (or any reasonable basis therefor known to the Company) involving the services provided to the Company by any consultant or independent contractor, the prior employment of any employee of the Company, the services provided by any of the employees, consultants or independent contractors of the Company in connection with its business, any information or techniques allegedly proprietary to any former employers of any employees, consultants or independent contractors of the Company, or the obligations of any employees, consultants or independent contractors of the Company under any Contracts with its prior employers.

2.7 Financial Statements.

(a) The Company has previously made available to Purchaser true, complete and correct copies of (i) the audited balance sheets of the Company as at December 31, 2021, December 31, 2022, and December 31, 2023, as applicable (the "**Balance Sheet Date**") and the related audited statements of operations, changes in members' deficit and cash flows of the Company for the fiscal years then ended; and (ii) the unaudited balance sheet of the Company (the "**Most Recent Balance Sheet**") as at June 30, 2024 (the "**Most Recent Balance Sheet Date**"), and the related statements of operations, changes in members' deficit and cash flows of the Company for the 6-month period then ended (together with all the audited and unaudited statements set forth in (i) and (ii), including the related notes and schedules thereto, the "**Financial Statements**").

(b) The Financial Statements have been prepared in accordance with GAAP, applied on a consistent basis throughout the periods involved, and present fairly, in all material respects, the financial position and results of operations of the Company as of the respective dates and for the respective periods indicated therein. The Books and Records of the Company have been, and are being, maintained in all material respects in accordance with applicable Law, and the Financial Statements were derived from the Books and Records of the Company.

2.8 Accounts Receivable; Inventory.

(a) Except as set forth on Schedule 2.8(a), the accounts receivable, notes and other amounts receivable of the Company ("**Receivables**") arose from bona fide transactions in the ordinary course of business and are collectible, except to the extent of any reserves and allowances for doubtful accounts provided for such Receivables in the Financial Statements.

(b) All Inventory, whether or not reflected in the Most Recent Balance Sheet, consists of a quality and quantity usable and salable in the ordinary course of business consistent with past practice in all material respects, except for obsolete, damaged, defective or slow-moving items that have been written off or written down to fair market value or for which adequate reserves have been established. All Inventory is in the physical possession of the Company and is owned by the Company free and clear of all Liens, except Permitted Liens.

2.9 Suppliers. No supplier representing ten percent (10%) or more of the aggregate purchases of the Company for fiscal year 2023 or 2022, each of which suppliers is set forth on Schedule 2.9 (a "**Material Supplier**"), has given written notice or otherwise indicated to the Company that (i) it will or intends to terminate or not renew its Contract, if any, with the Company before such Contract's scheduled expiration date, (ii) it will otherwise terminate its relationship with the Company or (iii) it will or intends to materially reduce its sales or provisions of services to the Company. To the Company's Knowledge, no Material Supplier has filed a voluntary petition for bankruptcy protection.

2.10 Intellectual Property.

(a) The Company Intellectual Property includes all Intellectual Property Rights owned or licensed by the Company and used in the Company's business as currently conducted by the Company. The Company Intellectual Property comprises all of the Intellectual Property Rights that are reasonably necessary to the conduct of the Company's business as currently

conducted, including the design, development, manufacture, use, import, marketing, and sale of any product, technology or service. The Company has good, valid and marketable title to its Owned Intellectual Property free and clear of any and all Liens, except for Permitted Liens. With the exception of the Intellectual Property Licenses set forth on Schedule 2.10(c), and except that the Company is limited to selling its cannabis products solely within in the State of Florida in accordance with the Laws of the State of Florida and the terms and conditions of the MMTC License, no Owned Intellectual Property, or product or service of the business of the Company, is subject to any order, settlement agreement or Contract that restricts in any manner the use, transfer, licensing or enforcing thereof by the Company or may affect the validity, use or enforceability thereof, subject to U.S. Federal Cannabis Laws.

(b) Schedule 2.10(b)(i) sets forth a true, complete and correct list of all Owned Intellectual Property for which a registration or application has been filed with, or issued by or registered with, a Governmental Authority, register service or social media account (collectively, "**Registered Intellectual Property**"), and such list includes for each item of Registered Intellectual Property. Schedule 2.10(b)(ii) sets forth a true, complete and correct list of all Trademarks and service marks that are Owned Intellectual Property and not otherwise identified on Schedule 2.10(b)(i). Schedule 2.10(b)(iii) sets forth a true, complete and correct list of each corporate, limited liability company, trade or fictitious name under which the business of the Company has been conducted at any time prior to Closing. Each item of Registered Intellectual Property is valid and subsisting, and all necessary registration, maintenance and renewal fees in connection with such Registered Intellectual Property have been paid and all necessary documents and certificates in connection with such Registered Intellectual Property have been filed with the relevant Patent, Copyright, Trademark or other authorities in the United States or foreign jurisdictions, as the case may be, for the purposes of maintaining such Registered Intellectual Property.

(c) The Company has obtained and possesses valid and sufficient licenses to use all of the software programs present on the computers and other software-enabled electronic devices that it owns or leases or that it has otherwise provided to others for their use in connection with the Company's business. Schedule 2.10(c) sets forth a true, complete and correct list of all written licenses and arrangements (other than ordinary course licenses of commercially available software that, in each case, does not exceed license fees of $50,000), pursuant to which the use by the Company of any Intellectual Property Rights is permitted by any Person (collectively, the "**Intellectual Property Licenses**"). The Intellectual Property Licenses are valid, binding and enforceable between the Company and the other parties thereto and are in full force and effect. There is no default under any Intellectual Property License by the Company and by any other party thereto, and, to the Company's Knowledge, no event has occurred that with the lapse of time or the giving of notice or both would constitute a default thereunder. There are no Intellectual Property Licenses for which there are any threatened or ongoing Legal Proceedings or, to the Company's Knowledge, other dispute regarding the scope of such Intellectual Property License or performance under such Intellectual Property License including with respect to any payments to be made or received by the Company.

(d) Except as set forth on Schedule 2.10(d), all employees, consultants and/or other Persons of the Company involved in the development of Owned Intellectual Property have entered into confidentiality and assignment of inventions agreements substantially in the form included on Schedule 2.10(d). Accordingly, to the extent that any Owned Intellectual Property of the Company has been developed or created by any Person other than the Company or jointly with any Person other than the Company, the Company has a valid, enforceable and written assignment sufficient to irrevocably transfer all rights in such Owned Intellectual Property to the Company, and the Company is the exclusive owner of all such Owned Intellectual Property. In each case in which the Company has acquired any Owned Intellectual Property from any Person, the Company has obtained a valid and enforceable assignment sufficient to irrevocably transfer all rights in such Owned Intellectual Property to the Company. The Company has obtained releases from all Persons featured, or whose name or likeness is used, in any of the Company's current or proposed products, services, advertising or marketing materials, and related collateral substantially in the form included on Schedule 2.10(d).

(e) The Company has not transferred ownership of, or granted any exclusive license of or exclusive right to use, or authorized the retention of any exclusive rights to use or joint ownership of, any Owned Intellectual Property to any Person. Schedule 2.10(e) contains a complete and correct list of all Contracts under which the Company has granted to others a non-exclusive license, covenant not to sue or any other interest in, or any right to use or exploit, any Owned Intellectual Property.

(f) To the Company's Knowledge, the operation of the business of the Company as currently conducted, including the design, development, use, import, branding, advertising, promotion, marketing, manufacture, and sale of any product, technology or service of the business of the Company does not infringe or misappropriate, and will not infringe or misappropriate, any Intellectual Property Rights of any Person, violate any right of any Person (including any right to privacy or publicity), or constitute unfair competition or trade practices under the Laws of any jurisdiction. The Company has not received notice from any Person claiming that such operation or any act, product, technology, service or Owned Intellectual Property infringes or misappropriates any Intellectual Property Rights of any Person, violates any right of any Person (including any right to privacy or publicity), or constitutes unfair competition or trade practices under the Laws of any jurisdiction (nor does the Company have Knowledge of any basis therefor).

(g) There is no claim or demand of any Person pertaining to, or any proceeding that is pending, or to the Company's Knowledge threatened, that challenges the rights of the Company, in respect of any Owned Intellectual Property. To the Company's Knowledge, no Person is infringing or misappropriating any Owned Intellectual Property.

(h) The Transaction Agreements and the transactions contemplated by the Transaction Agreements will not result in (i) any third party being granted rights or access to any Owned Intellectual Property, (ii) the Company losing any right to any Owned Intellectual Property or under any Intellectual Property License, or (iii) the Purchaser being obligated to pay any royalties or other amounts to any third party in excess of those payable by the Company prior to Closing pursuant to any Contract to which the Company is a party or by which it or its assets is bound.

(i) The Company has implemented and maintained administrative, technical and physical measures to prevent the introduction of contaminants into products and services (and all parts thereof) of the Company from software licensed from third parties. The Company has implemented and maintained administrative, technical and physical measures to protect the information technology systems used in connection with the operation of its business from contaminants, including any and all "back door," "time bomb," "Trojan horse," "worm," "drop dead device," "virus" or other software routines or hardware components designed to permit unauthorized access or the unauthorized disablement or erasure of data or other software. To the Company's Knowledge, there have been no unauthorized intrusions or breaches of the security of information technology systems of the Company.

(j) The Company has implemented and maintained policies and measures to protect and maintain in a confidential manner the integrity and security of personal information. The Company has a privacy policy regarding the collection, use, and disclosure of personal information in connection with the operation of the business and is and has been in compliance in all material respects with such privacy policy. The Company has in the past two (2) years posted a privacy policy in a clear conspicuous location on its website(s) and any mobile application(s) owner operated by the Company. The Company has adequate technical and procedural measures in place to protect personal information collected by, or in the possession of, the Company against loss, unauthorized access, or unauthorized disclosure. The Company is not subject to any obligation that would prevent the Company, Purchaser, or any of their Affiliates from using personal information in a manner consistent with any industry standards in such industry the Company operates regarding the collection, retention, use, or disclosure of such information. No claims are pending or, to the Knowledge of the Company, threatened or likely to be asserted against the Company by any person alleging a violation of applicable Laws or rights relating to privacy, personal information, or any other confidentiality rights of an individual.

2.11 Compliance with Other Instruments.

(a) The Company is not in material violation of or default under (i) any provisions of its formation or governing documents, including, without limitation, the Company's certificate of organization or operating agreement, (ii) any instrument, judgment, order, writ or decree, (iii) any note, indenture or mortgage, (iv) any lease, agreement, Contract or purchase order to which the Company is a party or bound or is material to the business and/or operation of the Company, or (v) any provision of Law applicable to the Company, other than any immaterial violations that have been resolved prior to the date hereof.

(b) Neither the execution, delivery and/or performance of any of the Transaction Agreements, nor the consummation of the transactions contemplated by any of the Transaction Agreements, will, directly or indirectly, (i) contravene, conflict with, result in or constitute (with or without the passage of time or giving of notice) a violation of any Law, or judicial or administrative order to which any Company Party, or any of their respective assets, may be subject; (ii) contravene, conflict with, result in or constitute (with or without the passage of time or giving of notice) a violation or breach of any provision of any Company Party's organizational documents; (iii) contravene, conflict with, result in or constitute (with or without the passage of time or giving of notice) a violation or breach of any provision of, or give any Person the right to declare a default or exercise any remedy under, or to accelerate the maturity or performance of, or to cancel, terminate, or modify, any Contract to which any Company Party is a party; (iv) result in, or constitute (with or without the passage of time or giving of notice) an event that results in,

the imposition or creation of any Lien upon or with respect to any of the Purchased Interests or any Company Party's assets; or (v) result in, or constitute (with or without the passage of time or giving of notice) an event that results in, the suspension, revocation, forfeiture, or nonrenewal of any permit or license applicable to the Company, including, without limitation, the MMTC License.

2.12 Agreements; Actions. Except as set forth on Schedule 2.12:

(a) There are no Contracts or proposed transactions to which the Company is a party or by which it is bound that involve (i) obligations (contingent or otherwise) of, or payments to, the Company in excess of $50,000.00 annually or over the lifetime of such Contract or proposed transaction, (ii) the license of any Patent, Copyright, Trademark, trade secret or other Intellectual Property Right to or from the Company, (iii) the grant of rights to manufacture, produce, assemble, license, market, or sell its products or services, including, without limitation, medical marijuana, (iv) indemnification by the Company with respect to infringements of Intellectual Property Rights, or (v) obligations outside the ordinary course of business or inconsistent with any past practices of the Company (for the purposes of this Section 2.12(a), all Indebtedness, Liabilities, Contracts and proposed transactions involving the same Person (including Persons the Company has reason to believe are affiliated with each other) shall be aggregated for the purpose of meeting the individual minimum dollar amounts);

(b) The Company is not a party to any Contracts with any third-party vendors, suppliers, or contractors that (i) are particular to the cannabis industry, (ii) specifically reference cannabis, and/or (iii) are essential to the conduct of the Company's business as currently conducted.

(c) The Company has not (i) authorized or declared any distribution upon or with respect to its equity interests that have not been paid in full, (ii) incurred any Indebtedness for money borrowed or incurred any other Liabilities in excess of $50,000.00, individually or in the aggregate, (iii) made any loans or advances to any Person that have not been paid in full, or (iv) sold, exchanged or otherwise disposed of any of its assets or rights outside the ordinary course of business (for the purposes of this Section 2.12(c), all Indebtedness, Liabilities, Contracts and proposed transactions involving the same Person (including Persons the Company has reason to believe are affiliated with each other) shall be aggregated for the purpose of meeting the individual minimum dollar amounts);

(d) The Company is not a guarantor or indemnitor of any Indebtedness of any other Person;

(e) The Company is not a party to or bound by any Contract that purports to: (i) limit, curtail or restrict the ability of the Company in any respect to: (A) compete with any other Person or compete in any geographic area, line of business, or market; (B) make sales or provide services to any Person in any manner; (C) use or enforce any Owned Intellectual Property; (D) develop or distribute any technology or Intellectual Property Right; or (E) solicit the employment of, or hire, any potential employees, consultants, or contractors of any Person; or (ii) grant the other party or any customer "most favored nation" pricing or similar status;

(f) The Company is not a party to or bound by any Contract creating or relating to any partnership or joint venture or any sharing of revenues, profits, losses, costs or Liabilities or the payment of any royalties;

(g) The Company is not a party to or bound by any Contract to provide or license any of its products or services to any third party on an exclusive basis or to license any product or service on an exclusive basis from a third party;

(h) There are no Contracts pursuant to which the Company grants rights or authority to any Person with respect to any Owned Intellectual Property or Licensed Intellectual Property other than customer agreements entered into in the ordinary course of business;

(i) The Company is not a party to or bound by any Contract relating to the acquisition, transfer, use, development, sharing or license of any technology or Intellectual Property Rights;

(j) The Company is not a party to or bound by any Contract under which the Company has a warranty obligation inconsistent with past practices or any indemnification obligation;

(k) There are no Contracts relating to future expenditures by the Company anticipated to result in aggregate costs in excess of $50,000;

(l) The Company is not a party to or bound by any Contract pursuant to which the Company has delivered, or is required to deliver, its source code to third parties, including any source code escrow agents, or may otherwise be required to release its source code to third parties;

(m) The Company is not a party to or bound by a collective bargaining agreement or Contract with any Union;

(n) The Company is not a party to or bound by any Contract with any Person characterized and treated by the Company as a consultant or independent contractor;

(o) The Company is not a party to any lease of (or other arrangement conveying the right to use) real or personal property, or a combination thereof, which are required to be classified and accounted for under GAAP as capital leases;

(p) The Company is not a party to any letter of credit or similar credit transaction entered into for the purpose of securing any lease deposit; and

(q) The Company is not a party to or bound by any Contract for the employment of any Person, the terms of which (i) provide annual cash compensation to such Person, in the form of salary, that exceeds $50,000, (ii) provide for the payment to such Person of any cash or other compensation, benefits under any Employee Benefit Plan, or an equity option or grant, upon the sale of all or a material portion of the assets of, or a change of control of, the Company, or (iii) restrict the ability of the Company to terminate the employment or services of such Person at any time without penalty or liability (other than at-will employment agreements with any Person that do not commit the Company to pay severance, termination or other similar payments and that are terminable without prior notice).

2.13 Certain Transactions. Except as set forth on Schedule 2.13:

(a) There are no Contracts or proposed transactions that have not been performed in full between the Company and any of its equityholders, officers, members, managers, consultants or employees, or any Affiliate or Family Member thereof.

(b) The Company is not indebted, directly or indirectly, to any of its members, managers, officers or employees or to their respective spouses or children or to any Affiliate of any of the foregoing. No members, managers, officers or employees of the Company, or any members of their immediate families, or any Affiliate of the foregoing are, directly or indirectly, indebted to the Company or have any (i) material commercial, industrial, banking, consulting, legal, accounting, charitable or familial relationship with the customers, suppliers, service providers, joint venture partners, licensees and competitors of the Company, (ii) direct or indirect ownership interest in any Person with which the Company is affiliated or with which the Company has a business relationship, or any Person which competes with the Company except that managers, officers, employees or equityholders of the Company may own equity in (but not exceeding two percent (2%) of the outstanding equity of) publicly traded companies that may compete with the Company; or (iii) financial interest in any Contract with the Company.

2.14 Rights of Registration and Voting Rights. The Company is not under any obligation to register under the Securities Act any of its currently outstanding securities.

2.15 Paycheck Protection Program. The Company has not applied for or obtained any loan or other Indebtedness or amount pursuant to or in connection with the CARES Act (including the Paycheck Protection Program and any other programs established thereby) or any other COVID-19 related Law.

2.16 Assets. The Company has good and marketable title to, or a valid leasehold interest or license in, the assets and properties used by it, located on its premises, or shown on the Most Recent Balance Sheet or acquired after the date thereof, other than inventory sold in the ordinary course of business, free and clear of all Liens, except for Permitted Liens. Neither the Seller nor any Affiliate of the Seller other than the Company owns or controls, whether directly or indirectly, any assets, whether tangible or intangible or of any type or nature, that are used by or in connection with the business and/or operations of the Company, as such business and/or operations are currently conducted by the Company or have been conducted by the Company within the twelve (12) months preceding the Effective Date (such assets, "**Outside Assets**").

2.17 Real Property.

(a) Schedule 2.17(a) sets forth each parcel of owned real property (the "**Owned Property**"). The Company has good marketable title to the Owned Property. The Owned Property is not subject to any monetary Liens other than Permitted Liens, and is otherwise subject to all matters of record including zoning laws and municipal codes, easements, rights of way and other matters of title provided the same do not materially interfere with the use of the Owned Property.

To the Company's Knowledge, the Owned Real Property is not subject to any pending or threatened eminent domain proceedings.

(b) Schedule 2.17(b) sets forth each parcel of real property leased, subleased or licensed by the Company (together with all rights, title and interest of the Company in and to leasehold improvements relating thereto, including, but not limited to, security deposits, reserves or prepaid rents paid in connection therewith, collectively, the "**Leased Real Property**"), including, with respect to each Real Property Lease, the name of the landlord, the location of the real property, and a true and complete list of all leases, subleases, licenses, concessions and other Contracts (whether written or oral), including all amendments, extensions, renewals, guaranties and other Contracts with respect thereto, pursuant to which the Company holds, leases, subleases or licenses any Leased Real Property (collectively, the "**Real Property Leases**"). With respect to the Real Property Leases, (i) each Real Property Lease is in full force and effect, the Company is in compliance in all material respects with each Real Property Lease to which it is a party or subject including payment of all rent due and payable under the Real Property Leases, (ii) to the Company's Knowledge, the Company is not in default nor has it received a notice of default or termination that remains outstanding under any Real Property Lease, and to the Company's Knowledge, no event has occurred or circumstance exists that, with the delivery of notice, passage of time or both, would constitute a breach or default or permit the termination, modification or acceleration of any rent under any Real Property Lease, (iii) to the Company's Knowledge, no event has occurred or circumstance exists that, with the delivery of notice, passage of time, or both, constitutes or would constitute a breach or default by a lessor under the applicable Real Property Lease, (iv) the Company holds a valid leasehold interest free of any Liens other than those of the lessors of such Leased Real Property, (v) the Company has not subleased, assigned or otherwise granted any other Person the right to use or occupy any Leased Real Property or any portion thereof, (vi) the use of the Leased Real Property complies with the terms of the applicable Real Property Lease and there are no contractual or legal restrictions that preclude or restrict the ability to use the Leased Real Property for the purposes for which it is currently being used, (vii) there are no Contracts, rights of first offer or rights to purchase or other agreements or instruments in force or effect that grant to any Person any right, title, interest, or benefit in and to all or any part of the Leased Real Property, and (viii) except as set forth on Schedule 2.17(b), the change of ownership of the Company contemplated by this Agreement does not require (A) the consent of any party to such Real Property Lease or (B) any payment of any transfer fee or other amount to the landlord under each such Real Property Lease.

(c) The Company has not received, and to the Company's Knowledge, no other party has received with respect to the Owned Property or any Leased Real Property, any citation, subpoena, summons or other written notice from any Governmental Authority alleging any non-compliance or violation of any zoning, fire, health or building codes. The use by the Company of the Owned Property and the Leased Real Property complies in all material respects with all applicable Laws. There are not actions pending nor, to the Company's Knowledge, threatened against or affecting the Leased Real Property or any portion thereof or interest therein or in lieu of condemnation or eminent domain proceedings.

(d) No Real Property Lease contains any provision providing that the other party thereto (i.e., the party other than the applicable Company) may terminate or exercise other rights under such Real Property Lease as a result of the consummation of the transactions contemplated by this Agreement and the other Transaction Agreements and no Consent is required under any Real Property Lease to consummate the transactions contemplated by this Agreement and the other Transaction Agreements. The Company has delivered or otherwise made available to Purchaser true, correct and complete copies of the Real Property Leases, together with all amendments, modifications or supplements, if any, thereto, and any material correspondence with any of the parties to the Real Property Leases or with any Governmental Authority, and all other written Contracts related to the Owned Property or the Leased Real Property.

(e) The buildings, plants, structures, furniture, fixtures, machinery, equipment, vehicles and other items of tangible personal property of the Company included in the Owned Property or in the Leased Real Property are (i) in good operating condition and repair, except with respect to ordinary wear and tear and ordinary and customary scheduled maintenance and repair that are not material in nature or cost, (ii) to the Company's Knowledge, free from structural, physical and mechanical defects, and (iii) maintained in a manner materially consistent with standards generally followed with respect to similar properties. To the Company's Knowledge, there are no material latent defects or material adverse physical conditions with respect to any Owned Property or Leased Real Property. No Company Party is a party to any Contract or subject to any claim that may require the payment of any real estate brokerage commissions, and no such commission is owed, with respect to any of the Real Property Leases or any of the Owned Property. Except as set forth on Schedule 2.17(e), the buildings, plants, structures, furniture, fixtures, machinery, equipment, vehicles and other items of tangible personal property currently owned or leased by the Company, together with all other properties and assets of the Company (including the Owned Property or in the Leased Real Property), are sufficient for the continued conduct of the Company's businesses after the Closing in substantially the same manner as conducted prior to the Closing and constitute all of the rights, property and assets necessary to conduct the businesses and/or operations of the Company as currently conducted. Any improvements required by the terms of a Real Property Lease to be made by the applicable lessor under such Real Property Lease have been completed (A) to the satisfaction of the Company in all respects and (B) in accordance with any plans and specifications approved by Company (if any).

2.18 No Undisclosed Liabilities. The Company has no Liabilities, except (a) those specifically reflected and accrued for or specifically reserved against in the Most Recent Balance Sheet, (b) those incurred after the Most Recent Balance Sheet Date in the ordinary course of business consistent with past practice (none of which results from, arises out of, relates to, is in the nature of, or was caused by any breach of Contract, breach of warranty, tort, infringement, or violation of Law) and that are not material in amount, individually or in the aggregate, and (c) Liabilities with respect to any Transaction Expenses and other Liabilities arising under this Agreement and the transactions contemplated hereby.

2.19 Changes. Except as set forth on Schedule 2.19, since January 1, 2024, other than events or circumstances expressly contemplated by the Transaction Agreements, there have been no events or circumstances of any kind that have had or would reasonably be expected to result in a Material Adverse Effect. Without limiting the generality of the foregoing, the Company has not (other than in connection with the Lakeland Cessation and Divestiture or the HPN Sale):

(a) modified any Contract listed (or required to be listed) on Schedule 2.12 or terminated any Contract that if not terminated would have been listed thereon;

(b) suffered any material damage, destruction or loss to any of its properties or assets (whether or not covered by insurance);

(c) satisfied or discharged any Lien or paid or incurred any Liability in excess of $500,000;

(d) mortgaged, pledged, transferred a security interest in, or subjected to any Lien any of its properties or assets, except Permitted Liens;

(e) entered into any loans or guarantees, to or for the benefit of its members, managers, employees or officers, or any of their respective Family Members;

(f) made (i) any filings, applications or registrations with any Governmental Authority relating to COVID-19 or (ii) any other filings, applications or registrations with any Governmental Authority other than routine filings and registrations made in the ordinary course of business;

(g) sold, assigned, or transferred any material Company Intellectual Property;

(h) purchased, sold, leased, exchanged or otherwise disposed of or acquired any property or assets for which the aggregate consideration paid or payable is in excess of $50,000 in any individual or series of related transactions, except inventory in the ordinary course of business;

(i) changed its accounting practices or policies;

(j) made or changed any Tax election, adopted or changed any Tax accounting method, settled or compromised any Tax claim or assessment, entered into any closing agreement in respect of Taxes, filed any amended Tax Return, or consented to the waiver or extension of the limitations period for any Tax claim or assessment;

(k) canceled or forgiven without fair consideration any material Indebtedness or claims;

(l) issued any equity interests;

(m) granted options, warrants, calls or other rights to purchase or otherwise acquire its equity interests or other securities;

(n) declared, set aside, made or paid any distribution in respect of its equity interests;

(o) repurchased, redeemed or otherwise acquired any of its outstanding equity interests or other securities;

(p) transferred, issued, sold or disposed of any of its equity interests or other securities, or granted options, warrants, calls or other rights to purchase or otherwise acquire any of its equity interests or other securities;

(q) commenced or settled any Legal Proceeding by it, or been given notice of the commencement or settlement of any Legal Proceeding, or the threat thereof, against it or relating to any of its businesses, employees, properties or assets;

(r) entered into, modified, or terminated any collective bargaining agreement or any other Contract with any workers' representative organization, bargaining unit or Union representing or purporting or attempting to represent any employees of the Company;

(s) laid off or terminated employees of the Company in a manner that would result in a material liability under the Worker Adjustment and Retraining Notification Act of 1988 or similar state or local applicable Law (collectively, the "**WARN Act**");

(t) received written notice of any claim for wrongful discharge or any other unlawful employment or labor practice or action;

(u) incurred any Indebtedness or amended the terms of any outstanding Indebtedness;

(v) changed its ordinary course cash management practices with respect to the collection of Receivables and payment of payables and other current Liabilities;

(w) hired or terminated any senior management-level employee, promoted, demoted or made any other change to the employment status or title of any officer or manager, or had any of its managers or officers resign or be removed;

(x) increased or made any other change to the employment status, title, salary, wages, bonus or other compensation (including equity-based compensation) payable or to become payable by it to any of its officers, directors, employees or consultants, other than increases to base wages or salaries in the ordinary course of business or to the extent required by applicable Law;

(y) entered into any Contract for the grant by it of any severance, termination pay or bonus (in cash or otherwise) to any of its current or former employees, officers, managers, consultants or independent contractors;

(z) effected any recapitalization, reclassification, equity split or like change in its capitalization;

(aa) entered into any new line of business unrelated to its existing line of business or materially changed the operations or business plan for any existing line of business;

(bb) merged or consolidated with, or agreed to merge or consolidate with, or purchased or agreed to purchase all or substantially all of the assets of, or otherwise acquired or agreed to acquire, any business, business organization or division of any other Person;

(cc) amended its certificate of organization or the operating agreement; or

(dd) arranged or committed to take any of the foregoing actions described in this Section 2.19.

2.20 Labor and Employment Matters.

(a) As of the Effective Date, the Company employs the number of full-time employees and the number of part-time employees set forth on Schedule 2.20(a), and engages the number of consultants or independent contractors set forth on Schedule 2.20(a). The Company has provided Purchaser a list of all Persons who are employees, consultants or independent contractors of the Company (including any employee on leave of absence) as of the Effective Date, which list was true, complete, and accurate in all respects as of the Effective Date, and for each such Person has provided the following, as applicable: (i) name; (ii) title or position; (iii) location at which such Person is employed or provides services; (iv) full-time or part-time basis; (v) hire date; (vi) current base compensation rate; and (vii) commission, bonus, or other incentive-based compensation. Schedule 2.20(a) sets forth a detailed description of all compensation, including applicable annual base salary or hourly rate, commission, bonus, incentive-based compensation, severance obligations and deferred compensation, paid or payable for each officer, employee, consultant and independent contractor of the Company who received compensation in excess of $50,000 for the fiscal year ended December 31, 2023, or is anticipated to receive compensation in excess of $50,000 for the fiscal year ending December 31, 2024. All employees of the Company who are currently, and in the past three (3) years have been, classified as exempt from the minimum wage and overtime compensation requirements of the Fair Labor Standards Act and applicable state Laws are, and have been, properly treated as exempt from such applicable Laws.

(b) Schedule 2.20(b) sets forth any employment, consulting or professional services Contract with any current employee or other Person providing services to the Company providing for base compensation in excess of $50,000 per annum (excluding offer letters on the Company's standard form in the ordinary course of business to its employees) or providing for payments upon the completion of any acquisition of the Company.

(c) To the Company's Knowledge, none of the employees of the Company are obligated under any Contract (including licenses, covenants or commitments of any nature), or subject to any judgment, decree or order of any court or administrative agency, that would materially interfere with such employee's ability to promote the interest of the Company or that would conflict with the Company's business. Neither the execution or delivery of the Transaction Agreements, nor the carrying on of the Company's business by the employees of the Company, nor the conduct of the Company's business will conflict with or result in a breach of the terms, conditions, or provisions of, or constitute a default under, any Contract or covenant under which any such employee is obligated.

(d) The Company is not delinquent in payments to any of its employees, consultants, or independent contractors for any wages, salaries, commissions, bonuses, or other direct compensation or remuneration for any service performed for the Company, or amounts required to be reimbursed to such employees, consultants or independent contractors. The Company has withheld and paid to the appropriate Governmental Authority or is holding for payment not yet due to such Governmental Authority all amounts required to be withheld from employees of the Company and is not liable for any arrears of wages, taxes, penalties or other sums for failure to comply with any of the foregoing.

(e) To the Company's Knowledge, no salaried employee intends to terminate employment with the Company or is otherwise likely to become unavailable to continue as an employee of the Company. The Company has no present intention to terminate the employment of any employee. The employment of each employee of the Company is terminable at the will of the Company. Except as expressly required elsewhere in this Agreement or as set forth on Schedule 2.20(e), Schedule 2.20(i), or as required by applicable Law, upon termination of the employment of any employees of the Company, no severance or other payments will become due. No former employee of the Company has any pending, or to the Company's Knowledge, threatened claim against the Company for severance, separation pay, wages, bonuses, overtime or any other compensation in connection with, or related in any way to, his or her employment and/or separation from employment with the Company. Except as set forth on Schedule 2.20(e), the Company has no policy, practice, plan or program of paying severance pay or any form of severance compensation in connection with the termination of employment services.

(f) Each former Key Employee whose employment was terminated by the Company has entered into an agreement with the Company providing for the full release of any claims against the Company or any related party arising out of such employment.

(g) The Company is and has been in compliance in all material respects with all applicable Laws pertaining to employment, employment practices, terms and conditions of employment, labor relations, collective bargaining, worker classification, Tax withholding, equal employment opportunities, fair employment practices, employment discrimination, harassment, retaliation, reasonable accommodation, disability rights or benefits, meal and rest periods, immigration, background checks, employee privacy, occupational safety and health, including maintaining proper injury and illness recordkeeping, classification of employees as exempt or non-exempt from minimum wage and overtime compensation, payment of wages (including overtime compensation), compensation, hours of work, child labor, sick, vacation and other paid time off, leaves of absence, uniformed services employment and reemployment, whistleblowers, workers' compensation insurance, and unemployment insurance, and in each case, with respect to employees: (i) has withheld and reported all amounts required by applicable Law or by Contract to be withheld and reported with respect to wages, salaries and other payments to employees, (ii) is not liable for any arrears of wages (including overtime compensation), severance pay or any taxes or any penalty for failure to comply with any of the foregoing, and (iii) is not liable for any payment to any trust or other fund governed by or maintained by or on behalf of any Governmental Authority, with respect to unemployment compensation benefits, social security or other benefits or obligations for employees (other than routine payments to be made in the normal course of business and consistent with past practice).

(h) The Company is not a party to or bound by, nor has the Company ever been a party to or bound by, any union agreement or collective bargaining agreement, labor peace agreement, or work rules or practices agreed to with any labor organization, trade union, works council, employee association or similar grouping of employee representation ("**Union**") representing any of its employees, and there are no Unions purporting to represent or, to the Company's Knowledge, attempting to represent any employee of the Company. There are no representation hearings, grievances, arbitrations, unfair labor practice charges, or other labor disputes pending before the National Labor Relations Board or any similar Governmental Authority or, to the Company's Knowledge, threatened against the Company. The Company is not

a party to or bound by any union health and welfare funds or pension funds, and does not contribute to any Multiemployer Plans. There has never been, nor has there been any threat of, any strike, slowdown, work stoppage, lockout, concerted refusal to work overtime or other similar labor disruption or dispute affecting the Company or any employee of the Company.

(i) Except as set forth in Schedule 2.20(i), the Company is and has been in compliance in all material respects with all applicable Laws relating to labor and labor relations.

(j) Within the past five (5) years, there have been no Legal Proceedings pending, or to the Company's Knowledge, threatened or reasonably anticipated against the Company or any employee of the Company relating to any current or former employee, consultant, contractor, applicant for employment, employment agreement, consulting agreement, or independent contractor agreement. Except as set forth in Schedule 2.20(j), the Company has not received written notice of the intent of any Governmental Authority responsible for the enforcement of labor, employment, immigration, child labor, meal and rest break, wage and hour, occupational health and safety, workplace safety, insurance, disability, or workers' compensation Laws to conduct an investigation, inspection or audit of the Company and, to the Company's Knowledge, no such investigation, inspection or audit is in progress. There are no outstanding assessments, penalties, fines, liens, charges, surcharges, or other amounts due or owing by the Company pursuant to any labor, employment, immigration, child labor, meal and rest break, wage and hour, occupational health and safety, workplace safety, insurance, disability, or workers' compensation Laws. There are no internal complaints or reports by any current or former employee, consultant, or independent contractor of the Company pursuant to the anti-discrimination or anti-harassment policies of the Company that are pending or under investigation. There are no internal complaints or reports by any employee of the Company alleging failure to pay minimum wage or overtime compensation, or misclassification of any employee of the Company as exempt from minimum wage and overtime compensation requirements under applicable Law, that are pending or under investigation. The Company is not a party to a conciliation agreement, consent decree, settlement agreement or other agreement or order with any federal, state, or local agency or Governmental Authority with respect to labor or employment practices.

(k) All employees of the Company are authorized to work in the United States. The Company maintains current files containing verification of employment authorization and identity of each current and former employees of the Company to the extent required by applicable Laws. No Legal Proceeding has been filed or commenced against the Company or, to the Company's Knowledge, any employees thereof, that: (i) alleges any failure to comply with federal immigration Laws; or (ii) seeks removal, exclusion or other restrictions on (A) such employee's ability to reside and/or accept employment lawfully in the United States and/or (B) the continued ability of the Company to sponsor employees for immigration benefits. The Company maintains adequate internal systems and procedures to provide reasonable assurance that all employee hiring is conducted in compliance in all material respects with all applicable Laws relating to immigration and naturalization. To the Company's Knowledge, no audit, investigation, or other Legal Proceeding has been commenced against the Company at any time with respect to its compliance with applicable Laws relating to immigration and naturalization in connection with its hiring practices.

(l) The Company has not taken any action that would constitute a "plant closing" or "mass layoff" within the meaning of the WARN Act, issued any notification of a plant closing or mass layoff required by the WARN Act, or incurred any Liability under the WARN Act that remains unsatisfied.

(m) The Company has no Liability with respect to any misclassification of: (i) any Person as an independent contractor rather than as an employee, (ii) any temporary employee or employee leased from another employer, or (iii) any employee currently or formerly classified as exempt from the minimum wage and overtime compensation requirements of the Fair Labor Standards Act and similar applicable state Law. The Company is not currently a party to any Contracts with any professional employer organization or temporary staffing agency.

(n) The consummation of the transactions contemplated by this Agreement and the other Transaction Agreements will not: (i) make operative any bonus, incentive, deferred compensation, severance, termination, retention, change of control, equity option, equity appreciation, equity purchase, phantom equity or other compensation plan, program, arrangement, Contract, policy or understanding, whether written or oral, that provides or may provide benefits or compensation to any employees; (ii) result in (A) an increase in the amount of compensation or benefits of any employees or (B) the acceleration of the vesting or timing of payment of any compensation or benefits payable to or in respect of any employees or (iii) result in a violation of or an impermissible accrual or allocation under applicable Laws, except, with respect to (i) and (ii), to the extent (and in the amounts) identified as Change of Control Payments on Schedule 2.20(n).

(o) The Company has established, implemented and complied with commercially reasonable policies, practices and procedures to protect the health and safety of its employees and contractors, and otherwise mitigate Liability and ensure the Company's compliance with Law in all material respects. The Company has not received any written notification alleging that any employee or contractor has any claim against the Company, or that the Company otherwise has any Liability to any employee or contractor, and, to the Knowledge of Company, the Company has no such Liabilities.

2.21 Employee Benefit Plans.

(a) Schedule 2.21(a) sets forth all Employee Benefit Plans. No Employee Benefit Plan is, and none of the Company or any of its ERISA Affiliates sponsors, maintains, contributes to, has any obligation to contribute to, or has, sponsored, maintained, contributed to or had any obligation to contribute to (i) a "pension plan" under Section 3(2) of ERISA that is subject to Title IV of ERISA, (ii) a Multiemployer Plan, (iii) a "multiple employer plan" within the meaning of ERISA or an employee benefit plan subject to Section 413(c) of the Code or (iv) a "multiple employer welfare arrangement" within the meaning of Section 3(40) of ERISA.

(b) The Company has complied in all material respects with all applicable Laws for any such Employee Benefit Plan.

(c) With respect to each Employee Benefit Plan, the Company has made available to Purchaser true and complete copies, as applicable, of (i) each Employee Benefit Plan (or, if not written, a written summary of its material terms), including without limitation all current plan documents, trust agreements, insurance contracts or other funding vehicles and all amendments thereto, (ii) all current summaries and summary plan descriptions, including any summary of material modifications, (iii) the most recent annual reports (Form 5500 series) filed with the Department of Labor (with all schedules and attachments), (iv) the most recent actuarial reports or other financial statements relating to such Employee Benefit Plan, (v) the most recent determination or opinion letter, if any, issued by the Internal Revenue Service and any pending request for such a letter, (vi) the most recent nondiscrimination tests performed under the Code, (vii) all current Contracts with any service provider with respect to any Employee Benefit Plan, and (viii) any non-routine filings made within the last three (3) years with any Governmental Authority, including but not limited to any filings under the Employee Plans Compliance Resolution System or the Department of Labor Delinquent Filer Program. Each Employee Benefit Plan complies in all respects in form, and has in operation been administered in all material respects in accordance with, its terms and all applicable Laws, including ERISA and the Code, and all contributions required to be made under the terms of any Employee Benefit Plan as of the Effective Date have been timely made or, if required but not yet due, have been properly reflected on the Most Recent Balance Sheet.

(d) Except as set forth on Schedule 2.21(d), with respect to each Employee Benefit Plan, all tax, annual reporting and other governmental filings required by ERISA and the Code have been timely filed with the appropriate Governmental Authority and all material notices and disclosures have been timely provided to participants. With respect to the Employee Benefit Plans, no event has occurred and, to the Company's Knowledge, there exists no condition or set of circumstances in connection with which the Company would reasonably be expected to be subject to any material Liability (other than for routine benefit liabilities) under the terms of, or with respect to, such Employee Benefit Plans, ERISA, the Code or any other applicable Law. There are no pending audits or investigations by any Governmental Authority involving any Employee Benefit Plan, and to the Company's Knowledge no threatened or pending claims (except for individual claims for benefits payable in the normal operation of the Employee Benefit Plans), or Legal Proceedings involving any Employee Benefit Plan, any fiduciary thereof or service provider thereto. None of the Company, Seller, or ERISA Affiliate has any Liability under Section 502 of ERISA. All contributions and payments to such Employee Benefit Plan are deductible under Section 162 or Section 404 of the Code.

(e) Each Employee Benefit Plan that is intended to qualify under Section 401(a) of the Code has either (i) received a favorable determination letter from the Internal Revenue Service as to its qualified status, or (ii) may rely upon a favorable prototype opinion letter from the Internal Revenue Service, and each trust established in connection with any Employee Benefit Plan that is intended to be exempt from federal income taxation under Section 501(a) of the Code is so exempt. To the Company's Knowledge, no fact or event has occurred that would cause the loss of the qualified status of any such Employee Benefit Plan or the exempt status of any such trust. Each Employee Benefit Plan can be amended, terminated or otherwise discontinued in accordance with its terms, and for any Employee Benefit Plan that is an "employee benefit plan" as defined in ERISA Section 3(3) without Liability (other than Liability for ordinary administrative expenses typically incurred in a termination event). None of the Company or, to the Company's Knowledge, any other Person has any express or implied commitment, whether legally enforceable or not, to modify, change or terminate any Employee Benefit Plan, other than with respect to a

modification, change or termination required by ERISA or the Code. With respect to any Employee Benefit Plan, no "prohibited transaction", within the meaning of ERISA or the Code, or breach of any duty imposed on "fiduciaries" pursuant to ERISA, has resulted from the conduct of the Company or to the Company's Knowledge, the conduct of any other Person.

(f) Neither the execution and delivery of any of the Transaction Agreements, nor the consummation of the transactions contemplated by any of the Transaction Agreements, either alone or in combination with any other event, will (i) entitle any current or former employee, consultant or manager or any group of such employees, consultants or managers to any payment of compensation; (ii) increase the amount of compensation or benefits due to any such employee, consultant or manager; or (iii) accelerate the vesting, funding or time of payment of any compensation, equity award or other benefit. No amount that could be received (whether in cash, property, the vesting of property or otherwise) as a result of or in connection with the consummation of the transactions contemplated by this Agreement (either alone or in combination with any other event) or by any of the other Transaction Agreements, by any employee, officer, manager or other service provider of the Company who is a "disqualified individual" (as such term is defined in Treasury Regulation Section 1.280G-1) could be characterized as an "excess parachute payment" (as defined in Section 280G(b)(1) of the Code).

(g) No security issued by the Company forms or has formed any part of the assets of any Employee Benefit Plan.

(h) No Employee Benefit Plan provides any of the following retiree or post-employment benefits to any person: medical, disability or life insurance benefits.

(i) The Company has no obligation to "gross-up" or otherwise indemnify any individual for any Tax, including under Sections 409A and 4999 of the Code.

(j) Any "group health plan" within the meaning of Section 5000(b)(1) of the Code maintained by the Company is in compliance with the reporting, disclosure, notice, election, and other benefit continuation and coverage requirements of COBRA, the Health Insurance Portability and Accountability Act of 1996, and the regulations thereunder.

(k) Each Employee Benefit Plan that is a "nonqualified deferred compensation plan" (within the meaning of Section 409A(d)(1) of the Code), if any, has been maintained and operated in documentary and operational compliance with Section 409A of the Code. No payment pursuant to any Employee Benefit Plan or other arrangement to any "service provider" (as such term is defined in Section 409A of the Code) would subject any Person to tax pursuant to Section 409A of the Code, whether pursuant to this Agreement or otherwise.

2.22 Tax Returns and Payments.

(a) There are no Taxes due and payable by the Company that have not been paid (whether or not shown on any Tax Return). There are no accrued and unpaid Taxes of the Company that are due, whether or not assessed or disputed. The Company has duly and timely filed all Tax Returns required to have been filed by it and all such Tax Returns are true, correct and complete in all material respects. The Company has not waived or extended any statute of limitations in respect of Taxes or agreed to any extension of time with respect to the assessment, payment or collection of any Tax, which waiver, extension or agreement remains in effect.

(b) The Company has withheld, collected and paid to the appropriate Governmental Authority all Taxes required to have been withheld, collected and paid in connection with amounts paid or owing to any employee, independent contractor, creditor, equityholder, or other third party and has complied with all information reporting and backup withholding provisions of applicable Law and backup withholding requirements, including maintenance of required records with respect thereto.

(c) The Company has duly and timely collected and remitted all sales, use, excise, or similar Taxes.

(d) There are no Liens for Taxes (other than for current Taxes not yet due and payable) on any assets of any Company Party.

(e) No Company Party has received any written notice or other written communication from any Governmental Authority that any Tax deficiency or delinquency has been asserted against the Company, or that a Governmental Authority audit of the Company is pending or threatened. There is no unpaid assessment, proposal for additional Taxes, deficiency or delinquency in the payment of any of the Taxes of the Company that has been asserted by any Governmental Authority in writing. No audit or other examination of any Tax Return of the Company is in progress. The Company is not currently in active litigation with any Governmental Authority with respect to Taxes or any Tax Return of the Company.

(f) The Company has not received any written notice of any claim made by any Tax authority in any jurisdiction where the Company does not file Tax Returns that it is, or may be, subject to Tax by that jurisdiction.

(g) The Company (i) has never been a member of an affiliated or combined group filing a combined or unitary tax return for federal, state, local or foreign Tax purposes, and (ii) has never been a party to any joint venture, partnership or other Contract that could reasonably be treated as a partnership for Tax purposes.

(h) The Company neither is nor has been a party to or bound by a Tax-sharing, allocation or indemnification agreement or any similar arrangement.

(i) No private letter rulings, technical advice memoranda or similar agreement or rulings have been requested, entered into or issued by any Tax authority with respect to the Company.

(j) The Company has not participated in or promoted a transaction that either constitutes a “listed transaction” or a “reportable transaction” within the meaning of Section 6707A(c) of the Code or Treasury Regulation Section 1.6011-4(b).

(k) Seller is not a “foreign person” as defined in Section 1445(f)(3) of the Code.

(l) 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 Pre-Closing Tax Period, (ii) "closing agreement" as described in Section 7121 of the Code (or any corresponding or similar provision of applicable Law with respect to state, local or foreign income Tax) executed on or prior to the Closing, (iii) installment sale or open transaction disposition made prior to the Closing, (iv) prepaid amount received on or prior to the Closing Date, (v) utilization of a method of accounting other than the accrual method or (vi) election made pursuant to Section 108(i) of the Code prior to the Closing.

(m) The Company is not subject to Tax in any country other than the United States by virtue of having a permanent establishment or other place of business in such other country.

(n) There is no Contract, plan or arrangement to which the Company is a party, including the provisions of this Agreement, covering any employee or service provider of the Company, that, individually or collectively, could give rise to the payment of any amount that would not be deductible pursuant to Section 280G or 404 of the Code.

(o) The Company is, and has been since its formation, classified as a disregarded entity for all income Tax purposes and the Company has not elected for the Company to be taxed in any manner inconsistent with this tax treatment.

(p) The Company has not deferred any Taxes or other amounts pursuant to the CARES Act or any other Law related to COVID-19.

(q) The Company has not elected to apply the Partnership Audit Provisions for any taxable year beginning prior to January 1, 2018.

(r) 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 Section 168(g)(1)(A) of the Code, or (iii) subject to a disqualified leaseback or long-term agreement as defined in Section 467 of the Code.

2.23 Insurance. The Company (or a Seller Party on behalf of the Company) maintains insurance policies and fidelity bonds of a type and in an amount necessary to conduct its business. All insurance policies and fidelity bonds maintained by the Company are listed on Schedule 2.23. All such policies and bonds are in full force and effect, and all premiums due and payable thereon have been paid in full as and when due. Schedule 2.23 contains a list of all pending claims under such insurance policies or fidelity bonds related to the Company, and any claims under such insurance policies or fidelity bonds related to the Company as to which the insurers of such policies or issuers of such fidelity bonds have denied coverage.

2.24 Permits, Licenses, Accreditations and Authorizations.

(a) The Company holds, and is in material compliance and good standing with, all franchises, bonds, permits, licenses, certificates, accreditations, and authorizations, and any similar authority necessary or advisable for the conduct of its business or contemplated business, including, without limitation, the MMTC License (collectively, "**Licenses**"). All such Licenses, along with their respective identifying numbers, if any, are listed on Schedule 2.24 and are valid and in full force and effect, and the Company is not delinquent in the payment of any fees or Taxes associated therewith.

(b) The Company has not received any notice of material violation in respect of any Licenses, including but not limited to any citations for illegal activity or criminal conduct (by any Company Party), other than violations that have been resolved prior to the date hereof, and no investigation or proceeding is pending or, to the Company's Knowledge, threatened, that would reasonably be expected to result in the suspension, revocation, non-renewal or limitation or restriction of any such License. To the Company's Knowledge, there are no circumstances (now existing or reasonably anticipated) that, with or without the passage of time, would reasonably cause the Company to be in default under any License, or cause the suspension, revocation, non-renewal or any limitation or restriction of any such License. The Company (i) has not received any statement of deficiency or other notice from any Governmental Authority regarding non-compliance with Law, other than deficiencies or non-compliance resolved prior to the date hereof and (ii) has not issued, or is otherwise a party to, any plans of correction, other than plans of correction completed prior to the date hereof. To the Company's Knowledge, there are no disciplinary actions pending against the Company with the Department or any other Governmental Authority.

(c) To the Company's Knowledge, neither the execution or delivery of any of the Transaction Agreements nor the consummation of the transactions contemplated thereby will impair or result in the cancellation, suspension, revocation, forfeiture, or nonrenewal of any of the Licenses.

2.25 Environmental Laws. Except as set forth on Schedule 2.25, (a) to the Company's Knowledge, the Company is and at all times has been in material compliance with all Environmental Laws; (b) the Company is not the subject of any written decree, order, complaint, notice, inquiry, citation or other communication relating to any actual, alleged, or potential violation of or failure to comply with any Environmental Law, nor is the Company subject to any actual or, to the Company's Knowledge, potential Liability arising under or relating to any Environmental Law; (c) there are no pending or, to the Company's Knowledge, threatened claims or encumbrances resulting from any Liability arising under or pursuant to any Environmental Law, with respect to or affecting any Real Property Leases or any asset or property currently or previously owned, leased or otherwise used by the Company; (d) to the Company's Knowledge, there has been no release or threatened release of any pollutant, contaminant or toxic or hazardous material, Hazardous Substance or waste or petroleum or any fraction thereof, on, upon, into or from any site currently or heretofore owned, leased or otherwise used by the Company; (e) the Company has not treated, stored, recycled or disposed of any Hazardous Substances on any property that is the subject of a Real Property Lease or any real property currently or formerly owned, used or leased by the Company in a manner not in material compliance with the Environmental Laws, and to the Company's Knowledge, no other Person has treated, stored, recycled or disposed of any Hazardous Substance on any part of any property that is the subject of a Real Property Lease or any real property owned, used or leased by the Company; (f) the Company has not released, and to the Company's Knowledge, there has been no release by any other Person

of, any Hazardous Substance in violation of Environmental Laws at, on or under any property that is the subject of a Real Property Lease or any real property owed, used or leased by the Company; (g) to the Company's Knowledge, there are no underground storage tanks or landfills, surface impoundments or disposal area located on, no PCBs or PCB-containing-equipment used or stored on, and no hazardous waste (as defined by the Resource Conservation and Recovery Act, as amended), stored on any site owned or operated by the Company, except for storage of hazardous waste in compliance with Environmental Laws, and (h) the Company has not entered into any Contract with any Person regarding any Environmental Law, remedial action or other environmental Liability or expense. The Company has made available to Purchaser true and complete copies of all material environmental records, analyses, tests, reports, notifications, certificates of need, permits, pending permit applications, correspondence, engineering studies and environmental studies or assessments.

2.26 Brokers and Finders. No Company Party has any Liability to pay any fees or commissions to any investment banker, broker, finder or agent with respect to the transactions contemplated by any of the Transaction Agreements, except as set forth on Schedule 2.26.

2.27 Compliance with Laws Generally. The Company has complied and is in compliance, in all material respects, with all applicable Law and any order or restriction of any Governmental Authority in respect of the conduct of its business as presently conducted or the ownership of its properties.

2.28 No Other Representations and Warranties. Except for the representations and warranties made by Seller Parties in this Section 2 (as qualified by the Seller Disclosure Schedules), no Seller Party or any other Person makes any other express or implied representation or warranty, either written or oral, with respect to the Company or the Purchased Interests, including any representation or warranty as to the accuracy or completeness of any information regarding the Company or the Purchased Interests.

2.29 No Untrue Statement of Material Fact. No representation or warranty of any Company Party contained in this Agreement, as qualified by the Seller Disclosure Schedule, and no certificate furnished or to be furnished to Purchaser at the Closing when taken together contains any untrue statement of a material fact or, to the Company's Knowledge, omits to state a material fact necessary in order to make the statements contained herein or therein not misleading in light of the circumstances under which they were made.

3. Representations and Warranties of Purchaser. Purchaser, severally and jointly, represents and warrants to the Seller Parties that, subject to the schedule of disclosures and exceptions (the "**Purchaser Disclosure Schedule**") attached as Exhibit D to this Agreement, which disclosures and exceptions shall be deemed to be part of the representations and warranties made hereunder, the following representations are true and correct as of the Effective Date, and will be true and correct pursuant to Section 5.1 as of the Closing Date. The Purchaser Disclosure Schedule shall be arranged in numbered schedules corresponding to the numbered and lettered sections contained in this Section 3, and the disclosures in any schedule of the Purchaser Disclosure Schedule shall qualify the representations made in other sections in this Section 3 only to the extent it is reasonably apparent from a reading of the disclosure that such disclosure is applicable to or qualifies such other representations made in other sections of this Section 3:

3.1 Existence and Qualification. Purchaser is duly organized, validly existing and in good standing under the Laws of its state of formation, has the requisite power to own, manage, lease and hold its properties and to carry on its business as and where such properties are presently located and such business is presently conducted; and is duly qualified to do business and is in good standing in each of the jurisdictions where the character of its properties or the nature of its business requires it to be so qualified, except where the failure to be so qualified shall not result in a Material Adverse Effect of Purchaser.

3.2 Authorization. Purchaser has the power and authority to enter into the Transaction Agreements to which it is a party. The Transaction Agreements to which Purchaser is a party have been duly authorized by all necessary corporate action on the part of Purchaser and, when executed and delivered by Purchaser and the other parties thereto, will constitute valid and legally binding obligations of Purchaser, enforceable against Purchaser in accordance with their terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and any other Laws of general application affecting enforcement of creditors' rights generally, and as limited by Laws relating to the availability of specific performance, injunctive relief or other equitable remedies.

3.3 Brokers and Finders. Purchaser has no Liability to pay any fees or commissions to any investment banker, broker, finder or agent with respect to the transactions contemplated by any of the Transaction Agreements, except as set forth on Schedule 3.3.

3.4 Legal Proceedings. There is no Legal Proceeding pending or, to Purchaser's Knowledge, currently threatened before any Governmental Authority seeking to restrain Purchaser from entering into, or to prohibit its entry into, this Agreement or to prohibit the Closing, or seeking damages against Purchaser as a result of the consummation of this Agreement.

3.5 Financing. Purchaser has sufficient immediately available funds as required to fulfill its obligations hereunder, including payment of the Closing Payment, amounts due under the Note, and other cash obligations when due hereunder.

3.6 HPN. With respect to HPN:

(a) HPN is a corporation duly organized, validly existing and in good standing under the Laws of the State of Florida and has all requisite corporate power and authority to carry on its business as presently conducted. HPN is duly qualified to transact business and is in good standing in each jurisdiction in which its ownership of property or conduct of business requires it to be qualified, except where the failure to be so qualified shall not result in a Material Adverse Effect of HPN.

(b) Except as set forth on Schedule 3.6, Purchaser owns, beneficially and of record, all of the equity interests of HPN, free and clear of any and all Liens or other restrictions or limitations whatsoever, except for Permitted Liens. All of the outstanding equity interests of HPN are duly authorized, validly issued, fully paid and non-assessable and were not issued in violation of any applicable Law or preemptive or other rights of any Person to acquire any securities of HPN. Upon delivery to Seller of the membership interest assignment contemplated by Section 5.6(d) executed by Purchaser, good and valid title to the HPN Interests will pass to Seller, free and clear of all Liens or other restrictions or limitations whatsoever of any kind, except for Permitted Liens.

(c) Except for Purchaser, no other Person has any option, warrant, calls, purchase or other right or other contractual obligation (including, without limitation, conversion or preemptive rights and rights of first refusal or similar rights), orally or in writing, with respect to any equity interests of the HPN or that could require HPN to sell, issue, grant, transfer or otherwise dispose of any or all of the equity interests of HPN, or any securities convertible into or exchangeable for equity interests in HPN.

(d) There are no voting trusts, commitments, undertakings, understandings or other restrictions to which any Purchaser is a party that directly or indirectly limit or restrict in any manner, or otherwise relate to, the sale or other disposition of any of the HPN Interests.

(e) As of the Closing, HPN (i) shall not have any assets or Liabilities other than the HPN MMTC License, (ii) shall not have any employees, (iii) shall not be a party to any Contracts, and (iv) shall have no outstanding Indebtedness which has not been effectively released and discharged.

3.7 No Other Representations and Warranties. Purchaser has conducted its own independent review and analysis of the Company and acknowledges that it has been provided with access to the properties, premises and records of Seller Parties for this purpose. In entering into this Agreement, Purchaser relied solely upon its own investigation and analysis and the representations and warranties of Seller Parties set forth in this Agreement and any Transaction Agreement, and Purchaser acknowledges and agrees that, except for the representations and warranties made by Seller Parties in Section 2 (as qualified by the Seller Disclosure Schedules) and any Transaction Agreement, no Seller Party or any other Person makes any other express or implied representation or warranty, either written or oral, with respect to the Purchased Interests or the Company, including any representation or warranty as to the accuracy or completeness of any information regarding the Company, and Purchaser has not relied upon and is not relying upon any other express or implied representation or warranty, either written or oral, or any other information or communications in its determination to effect the transactions contemplated by this Agreement.

4. Conditions to Purchaser's Obligations at Closing. The obligations of Purchaser to purchase the Purchased Interests at the Closing and consummate the transactions contemplated by this Agreement are subject to the fulfillment, at or before the Closing, of each of the following conditions, unless otherwise waived in writing by Purchaser:

4.1 Representations and Warranties. The representations and warranties of each Company Party contained in Section 2 shall be true and correct in all material respects as of the Closing as if made on that date except to the extent any such representation or warranty speaks only as of the date of this Agreement or any other specific date, in which case such representation or warranty shall have been true and accurate as of such date.

4.2 Performance. Each Company Party shall have performed and complied with all covenants, agreements, obligations and conditions contained in this Agreement or any other Transaction Agreement that are required to be performed or complied with by such Company Party at or before the Closing.

4.3 No Material Adverse Effect. There shall not have occurred a Material Adverse Effect as to the Company since the earlier of the Effective Date or the Most Recent Balance Sheet Date.

4.4 No Proceedings or Injunctions. There shall be no Legal Proceeding pending or threatened in writing, or injunction granted and in effect, or order of any Governmental Authority entered and in effect, against any Company Party, Seller Parent or any of their respective properties or any of their respective officers or managers, restraining or prohibiting the sale of the Purchased Interests or the other transactions contemplated by this Agreement or the other Transaction Agreements, or which would reasonably be expected to impair the benefits to Purchaser of the transactions contemplated by this Agreement.

4.5 Qualifications.

(a) All authorizations, approvals and permits of any Governmental Authority that are required in connection with the transactions contemplated by this Agreement and the other Transaction Agreements, including, without limitation, the Government Consents, shall have been obtained and shall be effective as of the Closing.

(b) All Consents set forth on Schedule 4.5(b) required in connection with the execution and delivery, and the consummation of the transactions contemplated by, the Transaction Agreements shall have been obtained.

4.6 Employee Benefit Plans and Insurance Policies. At or immediately before the Closing, Seller shall have removed the Company from, and provided to Purchaser evidence of removal of the Company from each of the Employee Benefit Plans and each of the insurance policies listed on Schedule 4.6.

4.7 Closing Deliverables of the Company Parties. At or before the Closing, the applicable Company Parties shall duly execute (where appropriate) and deliver, or cause to be duly executed and delivered, to Purchaser the following, which shall be deemed to be executed and delivered simultaneously with the Closing:

(a) a validly executed Membership Interest Assignment from Seller in favor of Purchaser;

(b) a Post-Closing Trademark License Agreement substantially in the form attached hereto as Exhibit E (the "**Post-Closing Trademark License Agreement**");

(c) a Landlord Estoppel Certificate for each of the Real Property Leases set forth on Schedule 4.5(b) in which the consent of the applicable landlord is required in connection with the transactions contemplated by this Agreement and the other Transaction Agreements, in form and substance acceptable to Purchaser, executed by the applicable landlord under each Real Property Lease;

(d) an assignment and assumption of lease, in form and substance reasonably acceptable to Purchaser, executed by the Company and the applicable landlord under each Real Property Lease set forth on Schedule 4.7(d) (each an "**Assignment and Assumption of Lease**");

(e) evidence of receipt of all Consents set forth on Schedule 4.5(b) required to consummate the transactions contemplated hereby, each in form and substance acceptable to Purchaser, acting reasonably;

(f) a certificate executed by the secretary or another officer or a manager of the Company, dated as of the Closing Date, certifying as to (i) a copy of the Company's operating agreement, (ii) a copy of the Company's articles of organization, certified by the Secretary of State of the State of Florida; and (iii) resolutions of the applicable governing bodies of the Company which consent from is necessary for the consummation of the transactions contemplated hereby;

(g) a certificate executed by the secretary or another officer of Seller, dated as of the Closing Date, certifying as to copies of Seller's articles of organization, operating agreement, and/or other applicable governing documents, as amended and in effect on the Closing Date;

(h) a certificate validly executed by Seller, to the effect that, as of the Closing, the conditions to the obligations of Purchaser set forth in Section 4.1, Section 4.2, and Section 4.3 have been satisfied (unless otherwise waived by Purchaser in writing in accordance with the terms hereof);

(i) a duly completed IRS Form W-9 from Seller or Seller Parent, as applicable;

(j) payoff letters or other documentary evidence, in each case, in form and substance satisfactory to Purchaser, with respect to the repayment of all Indebtedness of the Company;

(k) evidence satisfactory to Purchaser of the release of all Liens on any of the Purchased Interests or any of the assets or properties of the Company; and

(l) such other documents and/or instruments as may be reasonably requested by Purchaser, in form and substance reasonably acceptable to Purchaser.

4.8 Physical Inventory. The Physical Inventory performed by Purchaser or on its behalf shall confirm that the Inventory of the Company, (i) in the case of Closing on or before the 60 day anniversary of the Effective Date, complies with the requirements set forth on Schedule 4.8 under the heading "Inventory Schedule B - 5 Months," and (ii) in the case of Closing following the 60 day anniversary of Effective Date, complies with the requirements set forth on Schedule 4.8 under the heading "Inventory Schedule A - 4 Months."

5. Conditions to Seller's Obligations at Closing. The obligations of Seller to sell the Purchased Interests to Purchaser at the Closing and to consummate the transactions contemplated by this Agreement are subject to the fulfillment, at or before the Closing, of each of the following conditions, unless otherwise waived by Seller:

5.1 Representations and Warranties. The representations and warranties of Purchaser contained in Section 3 of this Agreement shall be true and correct in all material respects as of the Closing as if made on that date except to the extent any such representation or warranty speaks only as of the date of this Agreement or any other specific date, in which case such representation or warranty shall have been true and accurate as of such date.

5.2 Performance. Purchaser shall have performed and complied in all material respects with all covenants, agreements, obligations and conditions contained in this Agreement or any other Transaction Agreement that are required to be performed or complied with by Purchaser at or before the Closing.

5.3 No Proceedings or Injunctions. There shall be no Legal Proceeding pending or threatened in writing, or injunction granted and in effect, or order of any Governmental Authority entered and in effect, against Purchaser or Purchaser Parent, or any of their respective properties or any of their respective officers, directors or managers, restraining or prohibiting the purchase of the Purchased Interests or the other transactions contemplated by this Agreement or the other Transaction Agreements.

5.4 Qualifications. All authorizations, approvals or permits, if any, of any Governmental Authority that are required in connection with the lawful sale of the Purchased Interests pursuant to this Agreement shall have been obtained and shall be effective as of the Closing.

5.5 Lakeland Facility. The Company shall no longer own the Lakeland Facility, the Lakeland Facility Employees shall have been terminated, and the Lakeland Cessation and Divestiture shall have otherwise occurred.

5.6 Closing Deliverables of Purchaser. At the Closing, Purchaser shall pay to Seller the Closing Payment and shall deliver or cause to be delivered to Seller the following, which shall be deemed to be executed and delivered simultaneously with the Closing:

(a) a certificate validly executed by an officer of Purchaser, to the effect that, as of the Closing, the conditions to the obligations of Seller set forth in Section 5.1 and Section 5.2 have been satisfied (unless otherwise waived in accordance with the terms hereof);

(b) a certificate executed by the secretary or another officer of Purchaser, dated as of the Closing Date, certifying as to (i) copies of Purchaser's certificate of organization and bylaws, as amended and in effect on the Closing Date; and (ii) resolutions of applicable governing bodies of the Purchaser consenting to the transactions contemplated hereby;

(c) the Note;

(d) a membership interest assignment, in a form reasonably satisfactory to Seller, conveying the HPN Interests to Seller, and any certificate(s) evidencing the HPN Interests;

(e) the Assignment and Assumption of Lease, executed by Purchaser;

(f) the Post-Closing Trademark License Agreement; and

(g) such other documents and/or instruments as may be reasonably requested by Seller, in form and substance reasonably acceptable to Seller.

6. Pre-Closing Covenants and Other Agreements.

6.1 Government Consents.

(a) From and after the Effective Date, the Company Parties shall promptly and diligently prepare, file (after review and approval thereof by Purchaser) and pursue any and all applications, registrations, qualifications, variances, designations, declarations and other filings that, in the opinion of the Parties acting reasonably, are required for Purchaser and the Company to receive all necessary or advisable Consents, approvals, orders and authorizations of, or to otherwise comply with the Laws of, any federal, state or local Governmental Authority (collectively, "**Government Consents**") with respect to the transactions contemplated by this Agreement and the other Transaction Agreements, including, without limitation, (i) the deauthorization of the Revolution Facility, (ii) the affiliation of the Revolution Facility with the MMTC License, (iii) the HPN MMTC License becoming unaffiliated with any cannabis cultivation, processing, and/or dispensing/delivery facility through the Closing, (iv) Purchaser's acquisition of the Purchased Interests and, consequently, the MMTC License, and (v) Seller's acquisition of the HPN Interests and, consequently, the HPN MMTC License. For the avoidance of doubt, the Company Parties acknowledge and agree that the variance(s) with respect to items (i) and (ii) of the preceding sentence shall be filed with the Department no later than three (3) Business Days following the Effective Date, and the variance(s) with respect to items (iii), (iv) and (v) shall be filed with the Department no later than ten (10) Business Days following the Effective Date.

(b) From and after the Effective Date of this Agreement, Purchaser and/or its Affiliates shall promptly and diligently prepare, file (after review and approval thereof by Seller) and pursue any and all applications, registrations, qualifications, designations, declarations or other filings which, in the opinion of the Parties acting reasonably, are required for Purchaser and the Company to receive all necessary or advisable Government Consents with respect to the transactions contemplated by this Agreement, including, but without limitation, (i) the deauthorization of the Revolution Facility, (ii) the affiliation of the Revolution Facility with the MMTC License, (iii) the HPN MMTC License becoming unaffiliated with any cannabis cultivation, processing, and/or dispensing/delivery facility through the Closing, (iv) Purchaser's acquisition of the Purchased Interests and, consequently, the MMTC License, and (v) Seller's acquisition of the HPN Interests and, consequently, the HPN MMTC License. For the avoidance of doubt, the Company Parties acknowledge and agree that the variance(s) with respect to items (i) and (ii) of the preceding sentence shall be filed with the Department no later than three (3) Business Days following the Effective Date, and the variance(s) with respect to items (iii), (iv) and (v) shall be filed with the Department no later than ten (10) Business Days following the Effective Date.

(c) Each Party shall use commercially reasonable efforts to cooperate fully with the other Party and its Affiliates in promptly seeking to obtain all such Government Consents. The Parties shall not willfully take any action that will have the effect of delaying, impairing or impeding the receipt of any Government Consents.

(d) Notwithstanding Section 6.1(a) or Section 6.1(b), all analyses, appearances, meetings, discussions, presentations, memoranda, briefs, filings, arguments, and proposals made by or on behalf of either party before any Governmental Authority or the staff or regulators of any Governmental Authority, in connection with the transactions contemplated by this Agreement (but, for the avoidance of doubt, not including any disclosure which is not permitted by Law or any disclosure containing privileged or confidential information) shall be disclosed to the other Party in advance of any filing, submission or attendance, it being the intent that the Parties will consult and cooperate with one another, and consider in good faith the views of one another, in connection with any such analyses, appearances, meetings, discussions, presentations, memoranda, briefs, filings, arguments, and proposals. To the extent practicable, each Party shall give reasonable prior notice to the other Party with respect to any meeting, discussion, appearance or contact with any Governmental Authority or the staff or regulators of any Governmental Authority.

6.2 Negative Covenants of the Company. Notwithstanding anything else in this Agreement to the contrary, between the Effective Date and the Closing (the "**Pre-Closing Period**"), the Company shall not, and no Seller Party shall cause or permit the Company to, do any of the following things without the prior written consent of Purchaser in its reasonable discretion:

(a) enter into any debt financing or other loan transaction, whether as a debtor, creditor, guarantor or otherwise, excluding, for the avoidance of doubt, any trade payables or receivables entered into in the ordinary course of business;

(b) take any action, or fail to take any action, that would result in the imposition of a Lien on any assets of the Company or the Purchased Interests;

(c) propose, authorize, enter into, ratify, amend, modify, renew or terminate any Contract or proposed transaction, or any group of related Contracts or proposed transactions, that (i) involves (individually or in the aggregate, contingent or otherwise) obligations of, or payments to, the Company in excess of Twenty-Five Thousand Dollars $50,000 annually or $100,000 over the lifetime of such Contract or proposed transaction, or (ii) are outside the ordinary course of business;

(d) issue any equity interests in the Company or any options, warrants or other securities, including securities exercisable, exchangeable or convertible into equity interests in the Company;

(e) alter or change the rights, preferences or privileges of the Company's equity interests;

(f) increase or decrease the number of authorized securities of the Company;

(g) redeem or repurchase any equity interests of the Company;

(h) amend the Company's governing documents;

(i) take any action that would restrict, inhibit or adversely affect the ability of (i) the Company to conduct its business as presently conducted, or (ii) any Company Party or Seller Party to perform all of its duties and obligations under this Agreement and the other Transaction Agreements, or (iii) any Company Party or Seller Party to truthfully make any of the representations and warranties set forth in this Agreement as of the Closing;

(j) approve or cause the Company to engage in any consolidation, exchange or merger of the Company with or into any other corporation or other entity or Person, or any other corporate reorganization,

(k) sell, lease or otherwise dispose of any of the Licenses or, other than inventory in the ordinary course of business, any of the other assets of the Company;

(l) make or agree to make any capital expenditures or incur any Liabilities that

(i) exceed $50,000 in the aggregate or (ii) are outside the ordinary course of business;

(m) approve, file, consent to or acquiesce in the filing of any bankruptcy or bankruptcy action by the Company, or any assignment for the benefit of the Company's creditors;

(n) authorize or enter into any Contract, transaction or other arrangement between the Company, on the one hand, and any member, manager, officer or Affiliate of the Company, or any Family Member or Affiliate of any of the foregoing Persons, on the other hand;

(o) declare or make any distributions to the members of the Company;

(p) enter into, approve or amend any employment or consulting agreement with compensation in excess of $50,000 annually;

(q) terminate, except for cause, or engage, except in the ordinary course of business, any Person who is or would be a consultant or salaried employee of the Company receiving in excess of $50,000 in annual compensation;

(r) make any material change to its accounting methods, principals, or practices, except as required by GAAP or other Law;

(s) change the Company's ordinary course of cash management practices with respect to the collection of Receivables and payment of payables and other current Liabilities;

(t) adopt any Employee Benefit Plan;

(u) authorize or grant any equity compensation to any Person;

(v) change the number of managers of the Company;

(w) approve or effect a name change or conversion of the Company;

(x) make or change any Tax election, adopt or change any material Tax accounting method, enter into any closing agreement in respect of Taxes, settle any Tax claim or assessment, consent to any extension or waiver of the limitation period applicable to any Tax claim or assessment, or amend any Tax Return;

(y) approve or permit any Seller Party to sell or otherwise transfer, directly or indirectly, any Purchased Interests, or recognize any such sale or transfer as valid, or recognize any transferee in such sale or transfer as a member of the Company;

(z) dissolve;

(aa) form any subsidiary or joint venture of the Company; or

(bb) enter into any agreement or otherwise engage in any transaction for the wholesale of Inventory.

6.3 Affirmative Obligations of the Company. Except as required by the terms of this Agreement or as approved by the prior written consent of Purchaser in its sole discretion, at all times during the Pre-Closing Period, the Company shall (a) conduct its business only in the ordinary course of business consistent with past practice, subject to de minimis changes in sales and marketing practices necessary to satisfy regulatory requirements or increase customer demand,

(b) use its commercially reasonable efforts to maintain and preserve its business organization, keep available the services of its current employees, managers, service providers, and contractors, and preserve its business relationships with customers, strategic partners, suppliers, distributors, landlords, creditors and others having business dealings with it, and (c) to the extent reasonably requested by Purchaser, make its executives, officers, managers and employees available in accordance with Section 6.5 of this Agreement.

6.4 Surety Bond. The Company shall (and Seller shall cause the Company to) continue to maintain in good standing any and all surety bonds, irrevocable letters of credit payable, or set asides of cash on behalf of the Company, in connection with the Licenses as required by and pursuant to Law, if any.

6.5 Due Diligence Assistance. During the Pre-Closing Period, the Company Parties shall promptly provide Purchaser and Purchaser's Advisors (a) all such documentation and information and answer all questions that Purchaser or Purchaser's Advisors may reasonably request regarding the Company (including, without limitation, the Licenses) and (b) upon reasonable advance notice from Purchaser, afford Purchaser and its officers, managers, employees, agents, consultants and Purchaser's Advisors reasonable access during normal business hours to all of the Company's properties (including the Facilities and the Dispensary Facilities), Books and Records, Contracts and personnel as Purchaser may reasonably request, provided such access shall not unreasonably interfere with the Company's normal operations. Without limiting the generality of the foregoing, the Company Parties shall promptly and diligently provide Purchaser with documents, information and answers to questions regarding (i) the Licenses, including the validity of the MMTC License, (ii) the existence of any deficiencies or Liens with respect to the MMTC License, and (iii) the suitability of any real estate upon which the Company conducts or proposes to conduct its business, including, without limitation, the conformance and compliance of such real estate with all applicable Laws.

6.6 No Other Negotiations. During the Pre-Closing Period, (i) none of Seller Parent or the Company Parties shall, directly or indirectly, pursue, solicit, entertain, enter into, or otherwise consider or encourage (including by way of furnishing information) any offers, inquiries or negotiations with third parties to enter into any transaction that concerns the subject matter of this Agreement or the purchase and sale or other disposition of any Licenses, any of the Purchased Interests or other securities of or interests in the Company, or any assets of the Company (other than inventory in the ordinary course of business consistent with past practice), and (ii) none of Purchaser Parent or Purchaser shall, directly or indirectly, pursue, solicit, entertain, enter into, or otherwise consider or encourage (including by way of furnishing information) any offers, inquiries or negotiations with third parties to enter into any transaction that concerns the HPN Interests or the purchase, directly or indirectly, of any other cannabis licenses in the State of Florida.

6.7 Physical Inventory. Purchaser and Seller shall work together to take a physical inventory of the Inventory in or held at the Dispensary Facilities and/or the Facilities immediately prior to the Closing Date to confirm such Inventory is accurately reflected on the Financial Statements and at levels appropriate to effectively operate the businesses of the Company as contemplated by Purchaser post-Closing (the "**Physical Inventory**"). The Company Parties shall provide Purchaser and Purchaser's Advisors access to the Facilities and Dispensary Facilities, the Inventory, and related Books and Records and personnel of the Company as Purchaser may reasonably request to allow Purchaser to timely perform the Physical Inventory, and the Company Parties shall reasonably cooperate with Purchaser in connection with the Physical Inventory.

6.8 Notice of Certain Events. During the Pre-Closing Period, Seller shall promptly notify Purchaser in writing after, to Knowledge of Company Party, the occurrence of any of the following:

(i) any fact, circumstance, event or action the existence, occurrence or taking of which (A) has had, or would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect of the Company, (B) has resulted in, or would reasonably be expected to result in, or would reasonably be expected to result in, any representation or warranty made by the Seller hereunder not being true and correct, or (C) has resulted in the failure of any of the conditions set forth in Section 4 to be satisfied;

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

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

(iv) any Legal Proceedings commenced or, to the Company's Knowledge, threatened against, relating to or involving or otherwise affecting the Company, including, without limitation, any Legal Proceeding that, if pending on the date of this Agreement, would have been required to have been disclosed pursuant to Section 2.6 or that relates to the consummation of the transactions contemplated by this Agreement.

(b) Purchaser's receipt of information pursuant to this Section 6.8 shall not operate as a waiver by Purchaser or otherwise affect any representation, warranty or agreement given or made by any Seller Party in this Agreement (including Section 7.2 and Section 10.18) and shall not be deemed to amend or supplement the Seller Disclosure Schedule.

6.9 Facilities; Divestitures.

(a) Purchaser acknowledges and agrees that prior to the Closing Date, the Company intends to (1) cease its operations at the Lakeland Facility, and (2) sell, transfer or otherwise dispose of the Lakeland Facility (collectively, the "**Lakeland Cessation and Divestiture**"), which may include assigning the Real Property Lease for the Lakeland Facility to a third-party and selling all assets located at the Lakeland Facility and related to the operation of the Lakeland Facility (other than the MMTC License); *provided, however*, the Company Parties acknowledge and agree that (A) operations at the Lakeland Facility shall not cease operations sooner than thirty (30) days following the Effective Date, unless otherwise mutually agreed by the Parties, acting in good faith, and (B) prior to the Closing, all Contracts applicable to the Lakeland Facility, but not the Facilities, will be either (i) be assigned or otherwise transferred to such third-party purchaser of the Lakeland Facility or (ii) terminated;

(b) Immediately following the Effective Date, the Parties shall take all commercially reasonable steps, including but not limited to entering into any required subleases, which shall be substantially in the form attached hereto as Exhibit F, to cause the Revolution Facility to be affiliated with the MMTC License, subject to the Department's approval of the HPN MMTC License becoming unaffiliated with any cannabis cultivation, processing, and/or dispensing/delivery facility;

(c) As soon as practicable following the Closing, if not immediately following the Closing, the Company intends to sell the HPN Interests (the "**HPN Sale**," and together with the Lakeland Cessation and Divestiture, the "**Divestitures**"), and in connection therewith, after the Effective Date may enter into a definitive agreement with respect to the HPN Sale;

(d) Notwithstanding anything to the contrary contained in this Agreement or any of the Transaction Agreements, nothing in this Agreement or the Transaction Agreements shall prohibit the Seller Parent, the Company Parties, any of their Affiliates, or any of their respective representatives from taking any and all actions necessary or desirable to effect the Divestitures, including without limitation negotiating and executing definitive agreements, paying expenses, making regulatory filings, seeking third party consents and distributing proceeds or otherwise using proceeds to pay expenses or Indebtedness. Under no circumstances shall Purchaser or Purchaser Parent be entitled to any proceeds from the Divestitures; and

(e) The covenants contained in Section 8 shall not apply to HPN, the buyer in of the HPN Interests or the buyer of the Lakeland Facility.

6.10 Wrong Pockets.

(a) Following the Closing for a period of twelve (12) months thereafter:

(i) If Seller discovers that it or any Affiliate is the owner of or possesses any asset, or is a party to any Contract, that is exclusively related to the Business of the Company (and not the Lakeland Facility), then Seller shall, and shall cause its Affiliates to, reasonably cooperate to transfer, or cause to be transferred, such assets or Contracts to the Company for no additional consideration other than as previously provided for under this Agreement.

(ii) If Purchaser discovers that it or any Affiliate is the owner of or possesses any asset, or is a party to any Contract, that is exclusively related to the Lakeland Facility (and not the Facilities), then Purchaser shall, and shall cause its Affiliates to, reasonably cooperate to transfer, or cause to be transferred, such assets or Contracts to such third-party purchaser of the Lakeland Facility for no additional consideration other than as previously provided for under this Agreement.

(b) To the extent that any transfer or other arrangement described in this Section 6.10 is required, but not permitted by applicable Law or any Contract referenced in Sections 6.10(a)(i) or 6.10(a)(ii), the Parties shall use reasonable best efforts to obtain or structure an arrangement to carry out the intent and accomplish the purposes of this Section 6.10.

(c) The Parties shall reasonably cooperate to effect any transfers or other arrangements described in this Section 6.10 in a manner that is Tax efficient for the Parties and their respective Affiliates to the extent permitted by applicable Law.

7. Survival of Representations and Warranties and Covenants; Indemnification.

7.1 Survival. Subject to the limitations and other provisions of this Agreement, the representations and warranties contained in this Agreement shall survive the Closing and shall remain in full force and effect until the date that is fifteen (15) months from and after the Closing Date; *provided, however*, that the representations and warranties in Section 2.1, Section 2.2, Section 2.4, Section 2.21, Section 2.22, Section 2.24(a), Section 2.25, and Section 2.26, Section 3.1, Section 3.2, Section 3.3 and Section 3.6 (other than Section 3.6(e)(i)) (collectively, the "**Fundamental Representations**") shall survive for the applicable statute of limitations plus thirty (30) days. The covenants and other agreements contained in this Agreement shall survive indefinitely other than those that by their terms contemplate performance after the Closing Date, in which case each such covenant and agreement shall survive the Closing for the period contemplated by its terms. Notwithstanding the foregoing, any claims asserted in good faith with reasonable specificity (to the extent known at such time) and in writing by notice from the non-breaching party to the breaching party prior to the expiration date of the applicable survival period shall not thereafter be barred by the expiration of such survival period and such claims shall survive until finally resolved.

7.2 Indemnification by Seller. Subject to the other terms and conditions of this Section 7, the Seller Parties, jointly and severally, agree to indemnify, defend and hold harmless Purchaser, and (following the Closing) the Company, and each of their respective Affiliates, members, shareholders, managers, partners, officers, directors, employees, agents and representatives (collectively, "**Purchaser Indemnitees**") from and against any and all Losses arising out of or related to (a) any breach or inaccuracy of any representation or warranty of any Company Party in this Agreement or in any certificate or instrument delivered by or on behalf of any Company Party pursuant to this Agreement, (b) any breach, failure to perform or nonfulfillment of any covenant, agreement or other obligation of any Company Party under this Agreement, (c) any Pre-Closing Taxes, and (d) any matter set forth on Schedule 7.2.

7.3 Indemnification by Purchaser. Subject to the other terms and conditions of this Section 7, Purchaser, jointly and severally, agrees to indemnify, defend and hold harmless Seller and its Affiliates (other than the Company post-Closing), members, shareholders, managers, partners, officers, directors, employees, agents and representatives (collectively, "**Seller Indemnitees**") from and against any and all Losses arising out of or otherwise associated with or relating to (a) any breach or inaccuracy of any representation or warranty of Purchaser contained in Section 3 of this Agreement, (b) any breach, failure to perform or nonfulfillment of any covenant, agreement or other obligation of Purchaser under this Agreement, and (c) any Liabilities of any kind or nature related to the operations of HPN prior to the Closing Date.

7.4 Certain Limitations. The party making a claim under this Section 7 is referred to as the "**Indemnified Party**," and the party against whom such claims are asserted under this Section 7 is referred to as the "**Indemnifying Party**." The indemnification provided for in Section 7.2 and Section 7.3 are subject to the following limitations:

(a) Seller shall not be liable to Purchaser Indemnitees for indemnification under Section 7.2(a) until the aggregate amount of all Losses in respect of indemnification under Section 7.2(a) exceeds $67,500 (the "**Basket**"), in which event Seller shall be liable for all Losses in excess of the Basket; *provided, however*, the Basket shall not apply to breaches of Fundamental Representations or Fraud.

(b) Purchaser shall not be liable to Seller Indemnitees for indemnification under Section 7.3(a) or Section 7.3(c) until the aggregate amount of all Losses in respect of indemnification under Section 7.3(a) and Section 7.3(c) exceeds the Basket, in which event Purchaser shall be liable for all Losses in excess of the Basket; provided that, the Basket shall not apply to breaches of Fundamental Representations or Fraud.

(c) The aggregate amount of all Losses for which any Indemnifying Party shall be liable pursuant to Section 7.2(a), Section 7.3(a) or Section 7.3(c) shall not exceed $1,350,000 (the "**Cap**"); provided that the Cap shall not apply to breaches of Fundamental Representations or Fraud. The aggregate amount of all Losses for which any Indemnifying Party shall be liable under this Agreement shall not exceed $8,500,000.

(d) No Indemnified Party may claim or be indemnified for any Losses under this Section 7 to the extent such Losses are included in the calculation of any adjustment to the Purchase Price under Section 1.3.

(e) Each Indemnified Party shall take reasonable steps to mitigate any Losses after acquiring actual knowledge of any breach that gives rise to such Losses.

(f) Payments by an Indemnifying Party pursuant to Section 7.2 or Section 7.3 in respect of any Losses shall be net of any insurance proceeds or third party indemnity or contribution payments actually received by the Indemnified Party in respect of such Losses less any deductibles, costs and expenses incurred in connection with making any claim or pursuing or obtaining such insurance proceeds or third party indemnity or contribution payments, and related increases in insurance premiums or other chargebacks; notwithstanding anything to the contrary herein, no Indemnified Party has any obligation to seek to recover any insurance proceeds or third party indemnity or contribution payments or to pursue or obtain any insurance claims or third party indemnity or contribution payments.

(g) No Indemnified Party shall be entitled to double recovery for any adjustments to consideration provided for hereunder or for any indemnifiable Losses even though such Losses, or any other incident, may have result from the breach of more than one of the representations, warranties and covenants, or any other indemnity, in any Transaction Agreement.

(h) Any determination of Losses hereunder shall be made without regard to any materiality, Material Adverse Effect, Knowledge, or other similar qualification contained in any provision of this Agreement or otherwise applicable to any breach or breaches related to such Losses.

7.5 Indemnification Procedures.

(a) Third-Party Claims. If any Indemnified Party receives notice of the assertion or commencement of any Legal Proceeding made or brought by any Person who is not a Party or an Affiliate of a Party or a representative of the foregoing (a "**Third-Party Claim**") against such Indemnified Party with respect to which the Indemnifying Party is obligated to provide indemnification under this Agreement, the Indemnified Party shall give the Indemnifying Party reasonably prompt written notice thereof, but in any event not later than fifteen (15) calendar days after receipt of such notice of such Third-Party Claim. The failure to give such prompt written notice shall not, however, relieve the Indemnifying Party of its indemnification obligations, except and only to the extent that the Indemnifying Party is prejudiced by reason of such failure. Such notice by the Indemnified Party shall describe the Third-Party Claim in reasonable detail, shall include copies of all material written evidence thereof and shall indicate the estimated amount, if reasonably practicable, of the Losses that have been or may be sustained by the Indemnified Party. The Indemnifying Party shall have the right to participate in, or by giving written notice to the Indemnified Party, to assume the defense of any Third-Party Claim at the Indemnifying Party's expense and by the Indemnifying Party's own counsel, and the Indemnified Party shall cooperate in good faith in such defense; *provided, that* if the Indemnifying Party is a Seller Party (and/or the Company prior to the Closing), such Indemnifying Party shall not have the right to defend or direct the defense of any such Third-Party Claim (i) that involves any criminal liability or any admission of criminal wrongdoing, (ii) if settlement of, or an adverse judgment with respect to the Third-Party Claim is, in the good faith and reasonable judgment of the Indemnified Party, likely to establish a precedential custom or practice adverse to the continuing business interests or the reputation of the Indemnified Party, (iii) there exists a conflict of interest between the Indemnifying Party and the Indemnified Party that cannot be waived, or (iv) that seeks an injunction or other equitable relief against the Indemnified Party, and, in each instance, the Indemnifying Party shall be liable for the reasonable fees and expenses of counsel to the Indemnified Party in each jurisdiction in which such Third-Party Claim is being contested. In the event that the Indemnifying Party assumes the defense of any Third-Party Claim, subject to Section 7.5(b), it shall have the right to take such action as it deems necessary to defend, appeal or make counterclaims pertaining to any such Third-Party Claim in the name and on behalf of the Indemnified Party. The Indemnified Party shall have the right to participate in the defense of any Third-Party Claim with counsel selected by it subject to the Indemnifying Party's right to control the defense thereof. If the Indemnifying Party has the right to control the defense of a particular Third-Party Claim, and has exercised such right, then the fees and disbursements of any participating Indemnified Party's counsel shall be at the expense of the Indemnified Party, *provided, that* if in the reasonable opinion of counsel to the Indemnified Party, there are good faith

legal defenses available to an Indemnified Party that are different from or additional to those available to the Indemnifying Party, the Indemnifying Party shall be liable for the reasonable fees and expenses of counsel to the Indemnified Party in each jurisdiction in which such Third-Party Claim is being contested. Notwithstanding any provision of this Agreement to the contrary, if the Indemnifying Party elects not to compromise or defend such Third-Party Claim, fails to promptly notify the Indemnified Party in writing of its election to defend as provided in this Agreement, or fails to diligently prosecute the defense of such Third-Party Claim, the Indemnified Party may, subject to Section 7.5(b), pay, compromise, defend such Third-Party Claim and seek indemnification for any and all Losses based upon, arising from, or relating to such Third-Party Claim. The Parties shall cooperate with each other in all reasonable respects in connection with the defense of any Third-Party Claim, including making available (subject to the provisions of Section 10.1) records relating to such Third-Party 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 Third-Party Claim.

(b) Settlement of Third-Party Claims. Notwithstanding any other provision of this Agreement, the Indemnifying Party shall not enter into settlement of any Third-Party Claim without the prior written consent of the Indemnified Party, except as provided in this Section 7.5(b). If a firm offer is made to settle a Third-Party Claim without leading to liability or the creation of a financial or other obligation on the part of the Indemnified Party (including the possibility of increased Tax liabilities and/or reduced tax attributes in a period beginning after the Closing Date) and provides, in customary form, for the unconditional release of each Indemnified Party from all liabilities and obligations in connection with such Third-Party Claim and the Indemnifying Party desires to accept and agree to such offer, the Indemnifying Party shall give written notice to that effect to the Indemnified Party. If the Indemnified Party fails to consent to such firm offer within ten (10) days after its receipt of such notice, the Indemnified Party may continue to contest or defend such Third-Party Claim and, in such event, the maximum liability of the Indemnifying Party as to such Third-Party Claim shall not exceed the amount of such settlement offer. If the Indemnified Party fails to consent to such firm offer and also fails to assume defense of such Third-Party Claim, the Indemnifying Party may settle the Third-Party Claim upon the terms set forth in such firm offer to settle such Third-Party Claim. If the Indemnified Party has assumed the defense pursuant to Section 7.5(a), it shall not agree to any settlement without the written consent of the Indemnifying Party (which consent shall not be unreasonably withheld or delayed).

(c) Direct Claims. Any claim by an Indemnified Party on account of any Losses that do not result from a Third-Party Claim (a "**Direct Claim**") may be asserted by the Indemnified Party by giving the Indemnifying Party prompt written notice thereof. Such notice by the Indemnified Party shall describe the Direct Claim in reasonable detail and shall indicate the estimated amount, if reasonably practicable, of the Losses that have been or may be sustained by the Indemnified Party. The Indemnifying Party shall have thirty (30) days after delivery by the Indemnified Party of such notice to respond in writing to such Direct Claim. If the Indemnifying Party does not so respond within such thirty (30) day period, the Indemnifying Party shall be deemed to have rejected such claim, in which case the Indemnified Party shall be free to pursue such remedies as may be available to the Indemnified Party on the terms and subject to the provisions of this Agreement.

(d) Payment; Offset.

(i) Notwithstanding any provision of this Agreement to the contrary, if any Purchaser Indemnitee incurs any Losses agreed to by the Seller Parties or finally adjudicated to be payable (such event, a "**Determination**") pursuant to Section 7.2 prior to the Note Maturity Date, such Losses may, at Purchaser's election, be offset against, and permanently reduce the balance of the Note. To the extent any Losses after a Determination are not offset against the balance of the Note or exceed the then-applicable balance of the Note, the Seller Parties shall promptly pay such Losses when due in accordance with this Section 7.5(d)(i). Nothing in this Section 7.5(d)(i) shall limit the rights and/or remedies of any Purchaser Indemnitee hereunder.

(ii) If any Seller Indemnitee incurs any Losses agreed to by the Purchaser or finally adjudicated to be payable, the Purchaser shall promptly pay such Losses to Seller. Nothing in this Section 7.5(d)(ii) shall limit the rights and/or remedies of any Seller Indemnitee hereunder.

(e) Pendency of Claims. If Purchaser makes a Claim in compliance with this Section 7 and there has not been a Determination with respect to such Claim prior to the Note Maturity Date, then if the Purchaser believes that it has a reasonable basis for asserting such Claim, the Purchaser may, by providing written notice of such election to the Seller on or prior to the Note Maturity Date, withhold from the applicable payments to be made in relation to the Note, if any, the reasonably anticipated amount of such Claim pending a Determination and no interest shall accrue during such time.

7.6 Tax Treatment of Indemnification Payments. All indemnification payments made under this Agreement shall be treated by the Parties as an adjustment to the Purchase Price for Tax purposes, unless otherwise required by Law.

7.7 Exclusive Remedies. From and after the Closing, the Parties acknowledge and agree that their sole and exclusive remedy with respect to claims (other than claims arising from Fraud, criminal activity or willful misconduct on the part of a Party in connection with the transactions contemplated by this Agreement or claims pursuant to Section 1.3) for any breach of any representation or warranty in this Agreement shall be pursuant to the indemnification provisions set forth in this Section 7. Notwithstanding anything to the contrary herein, nothing in this Section 7 limits any Person's right to seek and obtain any equitable relief to which any Person may be entitled or to seek any remedy on account of any Party's fraudulent, criminal or intentional misconduct, or any claim pursuant to Section 1.3, Section 8.8, Section 10.1 or Section 10.17, or any claims or remedies under or in connection with any Transaction Agreements other than this Agreement.

8. Closing Documents; Post-Closing Covenants.

8.1 Closing Documents. At the Closing, unless otherwise waived in accordance with the terms of this Agreement, the Company Parties shall deliver and/or provide all documents and/or instruments identified in Section 4.7, and the Purchaser shall deliver and/or provide all documents and/or instruments identified in Section 5.6.

8.2 Post-Closing Employment Matters. From and after the Closing, subject to any applicable collective bargaining agreement(s), Company will not be required to continue employing or engaging any Person employed or engaged by the Company as of the Closing Date. Purchaser may offer, at its sole discretion, consulting arrangements or terms of employment to certain representatives or employees of the Company.

8.3 Satisfaction of Insider Debt. As of the Closing, all insider debt of the Company (i.e., any loan payable, receivable or other Indebtedness owed by or to the Company to Seller or its Affiliates) shall have been satisfied in full at Closing without any Liability to Purchaser. Seller hereby agrees to do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as Purchaser may reasonably request in order to carry out the intent and accomplish the purposes of this Section 8.3.

8.4 Retirement of Other Indebtedness. At Closing, Seller Parties shall cause, on terms and conditions reasonably acceptable to Purchaser, all outstanding Indebtedness of the Company, including, without limitation, any insider debt, to be fully paid-off and retired out of the Closing Payment or, if the Closing Payment is insufficient to satisfy such Indebtedness, otherwise. Simultaneously with the Closing, the Company shall, or shall have filed, all Contracts, certificates and other documents, in form and substance reasonably satisfactory to Purchaser, that are necessary or appropriate to effect the release of all Liens related to Indebtedness of the Company, or otherwise required to be released by Purchaser.

8.5 Tax Returns. Seller shall prepare and file all income and other material Tax Returns of the Company and the Owned Property for any and all Pre-Closing Tax Periods that are required to be filed after the Closing Date ("**Seller Returns**"), provide such Seller Returns to Purchaser for its review and comment prior to timely filing by the Purchaser (in the manner presented by Seller), and Seller shall pay all Taxes required to be paid with such Seller Returns. The Purchaser shall prepare, or cause to be prepared, and shall timely file, or cause to be timely filed, all Tax Returns of or with respect to the Company and the Owned Real Property that are required to be filed after the Closing Date other than Seller Returns. All such Tax Returns for Pre-Closing Tax Periods and Straddle Periods shall be provided to Seller for review and comment prior to filing. All Pre-Closing Taxes shall be paid by Seller. All transfer, documentary, sales, use, stamp, value added, goods and services, excise, registration and other similar taxes, and all conveyance fees, recording charges and other fees and charges (including any penalties and interest) incurred in connection with consummation of the transactions contemplated by this Agreement and the other Transaction Agreements ("**Transfer Taxes**") shall be borne 50% by Seller and 50% by Purchaser, regardless of which Party is responsible for the payment of such Transfer Taxes. The Party required by applicable Law to do so shall timely prepare, or cause to be prepared, and file, or cause to be filed, all necessary Tax Returns and other documentation with respect to all such Taxes, fees and charges, and if required by Law, the other Parties shall, and shall cause their Affiliates to, join in the execution of any such Tax Returns and other documentation. Each Party shall cooperate in providing any certificates or other documents required to reduce the Transfer Taxes.

8.6 Allocation of Purchase Price. The Parties agree that the Purchase Price (less any amounts not included in purchase price for income tax purposes) together with assumed liabilities and other items included in purchase price for income tax purposes shall be allocated among the assets of the Company for Tax purposes consistent with the methodology shown on Schedule 8.6 (the "**Allocation Schedule**"). Purchaser shall deliver to the Seller an allocation schedule not more than sixty (60) days after the final determination of the Closing Net Working Capital. The Allocation Schedule shall become final and binding on the Parties thirty (30) days after Purchaser provides such schedule to the Seller, unless the Seller objects in writing to Purchaser, specifying the basis for his objection and preparing an alternative allocation. If within thirty (30) days after the delivery of the initial Allocation Schedule, the Seller notifies Purchaser in writing that it objects to the initial Allocation Schedule, Purchaser and the Seller shall use commercially efforts to promptly resolve such dispute. The Parties shall file all Tax Returns (including amended returns and claims for refund) and information reports in a manner consistent with the Allocation Schedule and will take no position in any Tax Returns (including amended returns and claims for refund) or information reports that is inconsistent with such allocation. Any adjustments to the Purchase Price pursuant to Section 1.3 herein shall be allocated in a manner consistent with the Allocation Schedule.

8.7 Admission of Purchaser as a Member. Seller shall cause the Purchaser to be admitted as a member, and Seller shall withdraw or resign as a member of the Company at Closing.

8.8 Non-Competition; Non-Solicitation.

(a) Except as permitted pursuant to this Agreement, for a period of five (5) years commencing on the Closing Date (the "**Restricted Period**"), Seller and Seller Parent shall not, and shall not permit any of their respective direct and indirect subsidiaries to, directly or indirectly, (i) engage in or assist others in engaging in the cannabis growing, processing or dispensing business or applying for any license or permit in such business (the "**Restricted Business**") in the State of Florida (the "**Territory**"); (ii) have an interest in any Person that engages directly or indirectly in the Restricted Business in the Territory in any capacity, including as a partner, shareholder, member, employee, principal, agent, trustee or consultant; or (iii) cause or induce any material actual client, customer, supplier or licensor of the business in the Territory (including any existing or former client or customer of Seller), or any other Person who has a material business relationship with the business, to terminate or modify any such relationship.

(b) During the Restricted Period, Seller and Seller Parent shall not, and shall not permit any of their Affiliates to, directly or indirectly, hire or solicit any employee of the Company or encourage any such employee to leave such employment or hire any such employee who has left such employment, except pursuant to a general solicitation which is not directed specifically to any such employees; provided, that nothing in this Section 8.8 shall prevent Seller, Seller Parent or any of their Affiliates from hiring (i) any employee whose employment has been terminated by the Company or Purchaser or (ii) after 180 days from the date of termination of employment, any employee whose employment has been terminated by the employee.

(c) Seller and Seller Parent acknowledge that a breach or threatened breach of this Section 8.8 would give rise to irreparable harm to Purchaser, for which monetary damages may not be an adequate remedy, and hereby agrees that in the event of a breach or a threatened breach by Seller of any such obligations, Purchaser may, in addition to any and all other rights and remedies that may be available to it in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance and any other relief that may be available from a court of competent jurisdiction.

(d) Seller and Seller Parent acknowledge that the restrictions contained in this Section 8.8 are reasonable and necessary to protect the legitimate interests of Purchaser and constitute a material inducement to Purchaser to enter into this Agreement and consummate the transactions contemplated by this Agreement. In the event that any covenant contained in this Section 8.8 should ever be adjudicated to exceed the time, geographic, product or service or other limitations permitted by applicable Law in any jurisdiction, then any court is expressly empowered to reform such covenant, and such covenant shall be deemed reformed, in such jurisdiction to the maximum time, geographic, product or service or other limitations permitted by applicable Law. The covenants contained in this Section 8.8 and each provision hereof are severable and distinct covenants and provisions. 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.

8.9 Tax Treatment. The Parties agree that the Company, as a wholly owned limited liability company is disregarded as separate from Seller pursuant to Treas. Reg. § 301.7701-3(b)(1)(ii). Accordingly, the Parties agree that the purchase and sale of the Purchased Interests pursuant to this Agreement (resulting in the Purchaser owning 100% of the Purchased Interests of the Company) shall be treated for tax purposes as the acquisition of 100% of the Company's assets in a taxable sales transaction. Accordingly, the Parties agree to report this transaction on all relevant Tax Returns in a manner consistent with such treatment.

9. Guarantee.

9.1 Scope of Guarantee. Seller Parent hereby unconditionally and irrevocably guarantees to the Purchaser, the prompt and full performance and payment of all obligations of the Seller under this Agreement (the "**Seller Obligations**"). Purchaser Parent hereby unconditionally and irrevocably guarantees to the Seller Parties, the prompt and full performance and payment of all obligations of the Purchaser under this Agreement and the other Transaction Agreements, including the Note (the "**Purchaser Obligations**," and together with the Seller Obligations, the "**Guaranteed Obligations**"). The Party guarantying the Guaranteed Obligations is referred to as the "**Guarantor**," the Party receiving the guarantee is referred to as the "**Guaranteed Party**," and the Party whose obligations are guaranteed by a Guarantor is referred to as the "**Principal**." The guarantee under this Section 9 may be enforced by a Guaranteed Party without the necessity at any time of resorting to or exhausting any other remedy or without the necessity at any time of having recourse to this Agreement or any Transaction Agreement. Each Guarantor agrees that nothing contained herein shall prevent a Guaranteed Party from exercising any and all rights or remedies under this Agreement or any Transaction Agreement if any of the Principal or Guarantor fail to timely perform the Guaranteed Obligations, and the exercise of any of the aforesaid rights and the completion of any actions or proceedings related thereto shall not constitute a discharge of any of the obligations of a Guarantor hereunder, it being the express purpose and intent of each Guarantor that the Guarantor's obligations hereunder shall be absolute, independent, continuing and unconditional under any and all circumstances.

9.2 Survival of Guarantee. The obligations of each Guarantor to perform the Guaranteed Obligations will not be limited or reduced as a result of the termination, invalidity or unenforceability of any right of a Guaranteed Party against the Principal due to any incapacity, disability or lack or limitation of status or of the power of the Principal or as a result of bankruptcy, insolvency or similar proceeding involving the Principal or for any other circumstance or reason whatsoever (other than the indefeasible payment in full and fulfillment of the Guaranteed Obligations). No Guaranteed Party shall be obligated to file any claim relating to the Guaranteed Obligations in the event that a Principal becomes subject to a bankruptcy, reorganization or similar proceeding, and the failure of any such party to so file shall not affect a Guarantor's obligations under this Section 9. This guarantee is an unconditional guarantee of payment and not of collection. Each Guarantor acknowledges that a Guaranteed Party may bring and prosecute a separate action or actions against such Guarantor for the full amount of obligations guaranteed under this Section 9, regardless of whether any such action is brought against a Principal or any other party or whether a Principal or any other party is joined in any such action or actions. Each Guarantor agrees that the obligations of a Guarantor hereunder shall not be released or discharged, in whole or in part, or otherwise affected by: (a) the failure or delay on the part of a Guaranteed Party to assert any claim or demand or to enforce any right or remedy against a Principal or any other party; (b) any change in the time, place or manner of payment of any of the obligations guaranteed under this Section 9, or any waiver, compromise, consolidation or other amendment or modification of any of the terms or provisions of this Agreement made in accordance with the terms thereof or any agreement evidencing, securing or otherwise executed in connection with any of the obligations guaranteed under this Section 9; (c) the addition, substitution or release of any entity or other Person now or hereafter liable with respect to the obligations guaranteed under this Section 9 or otherwise interested in the transactions contemplated by this Agreement; (d) any change in the corporate existence, structure or ownership of a Principal or any other Person now or hereafter liable with respect to the obligations guaranteed under this Section 9 or otherwise interested in the transactions contemplated by this Agreement; or (e) the adequacy of any means a Guaranteed Party may have of obtaining payment related to the obligations guaranteed under this Section 9. To the fullest extent permitted by applicable Law, each Guarantor hereby expressly waives any and all rights or defenses arising by reason of any applicable Law which would otherwise require any election of remedies by a Guaranteed Party. Each Guarantor waives promptness, diligence, notice of the acceptance of this guarantee under this Section 9 and of the obligations guaranteed hereunder, presentment, demand for payment, notice of non-performance, default, dishonor and protest, notice of any obligations guaranteed hereunder incurred and all other notices of any kind, all defenses which may be available by virtue of any valuation, stay, moratorium law or other similar applicable Law now or hereafter in effect or any right to require the marshalling of assets of a Principal, a Guarantor or any other Person now or hereafter liable with respect to the obligations guaranteed hereunder or otherwise interested in the transactions contemplated by this Agreement. Each Guarantor acknowledges that it will receive substantial direct and indirect benefits from the transactions contemplated by this Agreement and that the waivers set forth in this Section 9 are knowingly made in contemplation of such benefits.

9.3 Waiver. Each Guarantor hereby unconditionally waives any rights that it may now have or hereafter acquire against a Principal that arise from the existence, payment, performance, or enforcement of a Guarantor's obligations under or in respect of this guarantee under this Section 9, including, without limitation, any right of subrogation, reimbursement, exoneration, contribution or indemnification and any right to participate in any claim or remedy

of a Guaranteed Party against a Principal, whether or not such claim, remedy or right arises in equity or under contract, statute or common law, including, without limitation, the right to take or receive from a Guaranteed Party, directly or indirectly, in cash or other property or by set-off or in any other manner, payment or security on account of such claim, remedy or right, and each Guarantor shall not exercise any such rights unless and until all amounts payable by such Guarantor under the guarantee under this Section 9 shall have been indefeasibly paid in full in immediately available funds. If any amount shall be paid to a Guarantor in violation of the immediately preceding sentence at any time prior to the payment in full in immediately available funds of all amounts payable by such Guarantor under this guarantee under this Section 9, such amount shall be received and held in trust for the benefit of the Guaranteed Party, shall be segregated from other property and funds of such Guarantor and shall forthwith be promptly paid or delivered to one or more accounts designated the Guaranteed Party in the same form as so received (with any necessary endorsement or assignment) to be credited and applied to all amounts payable by such Guarantor under the guarantee under this Section 9. Each Guarantor may not assign or delegate its rights, interests or obligations hereunder to any other Person (except by operation of applicable Law) without the prior written consent of the Guaranteed Party; provided, however, that a Guarantor may assign or delegate all or part of its rights, interests and obligations hereunder, without the prior written consent of the Guaranteed Party, to any Affiliate of such Guarantor, provided, further, that no such assignment or delegation shall relieve such Guarantor of its obligations hereunder as a primary obligor.

9.4 Indemnification by Guarantor. Each Guarantor, as a principal obligor, and as a separate and independent obligation and liability from its obligations and Liabilities under this Section 9, but without duplication of recovery thereunder shall indemnify, defend and save harmless the Guaranteed Party (and their respective officers, managers, Affiliates, agents and employees) from and against any and all Losses suffered or incurred by any of them (including, without limitation, the costs, charges and expenses reasonably incurred in the enforcement of any of the provisions of this Section 9 or occasioned by any breach by any Guarantor of any of the obligations to a Guaranteed Party under this Section 9) in connection with any (i) failure of a Principal to duly and punctually perform, discharge and/or fully pay any Guaranteed Obligations, (ii) Loss for any reason whatsoever, including by operation of Law or otherwise, of any right of a Guaranteed Party to enforce the Guaranteed Obligations, and (iii) of the provisions of this Section 9 being or becoming void, voidable, invalid or unenforceable.

9.5 Reinstatement. The terms of this Section 9 shall continue to be effective, or be reinstated, as the case may be, if at any time any payment (in whole or in part) of any of the Guaranteed Obligations is rescinded or must otherwise be returned or restored by a Guaranteed Party by reason of bankruptcy, insolvency or reorganization of the Guaranteed Party or otherwise, all as though such obligation had not been fulfilled.

9.6 Costs and Expenses. If at any time hereafter a Guaranteed Party retains counsel to pursue collection, to sue for enforcement of the terms hereof, or to file a claim in any suit or proceeding related to the guarantee set forth in this Section 9, then for each such event where such Guaranteed Party prevails, all of the reasonable legal fees, including extra-judicial fees and costs, related thereto shall be an additional Liability of such Guarantor to the Guaranteed Party, as the case may be, payable on demand.

10. Miscellaneous.

10.1 Confidentiality. Unless otherwise expressly set forth elsewhere herein, each Party agrees to keep the terms and conditions of the Transaction Agreements, and any confidential information that such Party receives from any other Party as a result of this Agreement, strictly confidential, with only the six (6) following exceptions: (i) as disclosure may be required by applicable Law or exchange rule or to enforce the terms of the Transaction Agreements; (ii) to secure tax, financial or legal advice from a professional tax consultant, financial advisor, accountant, banking officer or attorney; (iii) in the event that a Party sues on any of the Transaction Agreements or otherwise requires any of the Transaction Agreements to defend itself in a lawsuit, that Party may disclose the Transaction Agreements to and/or file it with the court; (iv) the Transaction Agreements may be disclosed by a Party to its own shareholders, partners, members, managers, directors, insurance agents, insurance brokers, insurers, attorneys and advisors who need to know and agree to be bound by the confidentiality provisions herein (with such disclosing Party bearing all Liability for any such disclosure by any such Person in violation of this Agreement); (v) any Party may disclose the existence of the Transaction Agreements to any Person, but not its terms; and (vi) the Transaction Agreements and any confidential information may otherwise be disclosed to any Person with the written consent of all Parties (as it pertains to the Transaction Agreements) and the disclosing Party(ies) (as it pertains to confidential information). In the case of a legal, quasi-legal, agency, or executive investigation or action, each of the Parties agrees to notify the other Parties within a reasonable amount of time (but no later than fourteen (14) days (or fewer days, if warranted under the circumstances)) if they receive notice of an order, request, or action from any Person or Governmental Authority requesting or requiring the production or disclosure of any document or information subject to confidentiality pursuant to this Section 10.1, so that an affected Party may appear and oppose such order, request, or action.

10.2 No Invalidity Due to Federal Law. The Parties agree and acknowledge that neither this Agreement nor any other Transaction Agreement may be terminated or challenged as illegal by any of the Parties on account of any U.S. Federal Cannabis Law.

10.3 Successors and Assigns. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the Parties and the respective personal representatives, successors and assigns of the Parties. This Agreement may not be assigned by any Party except with the prior written consent of the other Parties hereto; *provided, however*, that Purchaser may assign this Agreement to its Affiliate, so long as Purchaser remains liable for its obligations hereunder; and *provided*, *further*, that such assignment shall not impede the Parties' ability to obtain the Government Consents required hereunder. Nothing in this Agreement, express or implied, is intended to confer upon any Person other than the Parties or their respective successors and assigns or the indemnified parties in Section 7 any rights, remedies, obligations or Liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

10.4 Governing Law. This Agreement shall be governed by the internal Law of the State of Delaware without regard to conflict of Law principles.

10.5 Counterparts. 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) or other commonly recognized 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.

10.6 Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

10.7 Notices. All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given upon the earlier of actual receipt, or (a) personal delivery to the Party to be notified, (b) when sent, if sent by electronic mail during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next business day, or (c) one (1) business day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt, in each case to the intended recipient as set forth below:

if to any Company Party, to:

The Cannabist Company Holdings Inc.
321 Billerica Road
Chelmsford, MA 01824
Attn: Jonathan Gothorpe
Email: [***]

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

Foley Hoag LLP
155 Seaport Boulevard
Boston, MA 02210
Attention: Erica Rice
Email: [***]

if to Purchaser, to:

Mint Florida Holdings, LLC
5210 South Priest Drive
Guadalupe, Arizona 85283
Attn: Eivan Shahara & Nicholas Scavio, Esq.
Email: [***]; [***]

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

Fox Rothschild LLP
777 South Flagler Drive, Suite 1700
West Palm Beach, Florida 33401
Attn: Sean Coyle
Email: [***]

10.8 Tax Liabilities. Each Party shall be solely responsible for reporting and discharging its own Tax liabilities and other obligations that such Party may incur as a result of the Transactions Agreements and the transactions contemplated thereby, except as is expressly provided otherwise in any Transaction Agreement.

10.9 Fees and Expenses. Each Party shall pay its own attorneys' fees and expenses incurred in connection with the negotiation, preparation and execution of the Transaction Agreements and the consummation of the transactions contemplated thereby (it being understood that the Company's attorneys' fees and such other expenses in connection with the Transaction Agreements and all Company Transaction Expenses shall be paid separately by Seller or Seller Parent).

10.10 Attorneys' Fees. In any proceeding arising out of or relating to the Transaction Agreement, the prevailing party(ies) shall be entitled to recover its reasonable attorneys' fees, costs, and necessary disbursements from the losing party(ies).

10.11 Amendments and Waivers. This Agreement may be amended, and any provision hereof may be waived, only with the written consent of Purchaser, on the one hand, and Seller, on the other hand. Any purported amendment or waiver effected in violation of this Section 10.11 shall be void and of no effect.

10.12 Severability. The invalidity or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other provision of this Agreement.

10.13 Delays or Omissions. No delay or omission to exercise any right, power or remedy accruing to any Party under this Agreement, upon any breach or default of any other Party under this Agreement, shall impair any such right, power or remedy of such non-breaching or non-defaulting Party nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any Party of any breach or default under this Agreement, or any waiver on the part of any Party of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. Except as provided in Section 7.7, all remedies, either under this Agreement or by Law or otherwise afforded to any Party, shall be cumulative and not alternative.

10.14 Entire Agreement. This Agreement (including the Seller Disclosure Schedule and the other Exhibits hereto) and the other Transaction Agreements constitute the full and entire understanding and agreement between the Parties with respect to the subject matter hereof and thereof, and supersede any and all other written or oral agreements, representations and warranties relating to the subject matter hereof or thereof existing between the Parties, including, without limitation, that certain Letter of Intent dated May 30, 2024 between certain of the Parties and/or certain of their Affiliates, all of which are expressly canceled.

10.15 Dispute Resolution. In the event of a dispute arising out of or in connection with this Agreement, including, without limitation, any claim for specific performance or equitable relief of any kind, whether temporary or permanent, the Parties hereby waive any right to bring a court or judicial action or to have a jury trial in connection with or to resolve any such dispute and agree that each and every such dispute shall be submitted to binding arbitration to be conducted in Wilmington, Delaware before the American Arbitration Association ("**AAA**") in accordance with the Commercial Arbitration Rules of the AAA, including the AAA's Optional Rules for Emergency Measures of Protection, in force at the time of the action, except to the extent that such Rules permit or allow any resort to court or judicial action, in which case such rules shall not apply. The arbitration panel shall be composed of three members regardless of the size of the dispute, with each Party selecting its own arbitrator and such arbitrators, in turn, shall select a third arbitrator. All arbitrators, including the Party-appointed arbitrators, are to be neutral arbitrators, wholly independent of each Party. Any issue concerning the extent to which any dispute is subject to arbitration, or concerning the applicability, interpretation or enforceability of these procedures, including any contention that all or part of these procedures, including any contention that all or part of these procedures are invalid or unenforceable, shall be governed by the Federal Arbitration Act and resolved solely by the arbitrators. The fees and expenses of the arbitrators and of the AAA shall be paid by the non-prevailing Party, as determined by the arbitrators. Notwithstanding the foregoing, all aspects of the arbitration shall be treated as confidential. Neither the Parties nor the arbitrators may disclose the existence, contents or results of the arbitration, except as necessary to comply with legal or regulatory requirements or to enforce the agreement between the Parties or any order or award of the arbitrators. The result of the arbitration shall be final and binding on the Parties, and judgment on the arbitrators' award may be entered in any court having jurisdiction.

10.16 No Strict Construction. The language used in this Agreement will be deemed to be the language chosen by the Parties to express their mutual intent, and no rules of strict construction will be applied against any Party.

10.17 Remedies. In addition to being entitled to exercise all rights provided herein or granted by Law, including indemnification rights pursuant to Section 7, the Parties will be entitled to specific performance under this Agreement. The Parties agree that monetary damages may not be adequate compensation for any Losses incurred by reason of any breach of this Agreement and hereby agree to waive in any action for specific performance of any such obligation the defense that a remedy at Law would be adequate.

10.18 Termination.

(a) Right of Termination. This Agreement (and the transactions contemplated herein) may be terminated prior to Closing only:

(i) by mutual written consent of Seller and Purchaser;

(ii) by Purchaser, if any Company Party has materially breached, or failed to perform or satisfy, any of their representations, warranties, covenants or other agreements contained in this Agreement and such breach or failure would reasonably give rise to the failure of any of the conditions set forth in Section 4, which breach or failure to perform or satisfy (if capable of being cured) is not cured within ten (10) Business Days after Purchaser has provided notice in writing to Seller of Purchaser's intention to terminate this Agreement;

(iii) by Seller, if Purchaser has materially breached, or failed to perform or satisfy, any of its representations, warranties, covenants or other agreements contained in this Agreement and such breach or failure would reasonably give rise to the failure of any of the conditions set forth in Section 5, which breach or failure to perform or satisfy (if capable of being cured) is not cured within ten (10) Business Days after Seller has provided notice in writing to Purchaser of Seller's intention to terminate this Agreement, or Purchaser;

(iv) by Seller or Purchaser, upon notice to the other Party, if a Governmental Authority of competent jurisdiction has issued an order preliminarily or permanently enjoining, making illegal or otherwise prohibiting the consummation of the transactions contemplated in this Agreement; or

(v) by Seller or Purchaser, if the Closing has not occurred on or prior to February 21, 2025 (the "**Kick Out Date**"), upon written notice to the other Parties; *provided, however*, that the terminating Party is not in material breach of any of its obligations hereunder that has been the primary cause of, or resulted in, the failure of the Closing to occur on or before the Kick Out Date; *provided further, however*, if the reason the Closing has not occurred by the Kick Out Date is solely due to a failure of the Parties to obtain the necessary Government Consents with respect to the transactions contemplated by this Agreement, the Kick Out Date shall be automatically extended to an additional thirty (30) days.

(b) Effect of Termination. Any valid termination of this Agreement pursuant to Section 10.18(a) will be effective immediately upon the delivery of written notice by the terminating Party to the other Party, except for the mutual written consent of Seller and Purchaser as provided in Section 10.18(a)(i). If this Agreement is terminated pursuant to Section 10.18(a), then except as otherwise provided herein, Section 10 (Miscellaneous) and this Section 10.18(b) which shall remain in full force and effect and survive any termination of this Agreement and the Transaction Agreements, all further obligations of the Parties under this Agreement and the Transaction Agreements, will terminate and become void and of no further force and effect and there shall be no further Liability or obligation on the part of any Party under this Agreement or the other Transaction Agreements; *provided, however*:

(i) If this Agreement is terminated by Purchaser pursuant to Section 10.18(a)(ii), (A) then Purchaser's right to pursue all remedies shall survive such termination unimpaired and Purchaser may seek any and all remedies available to it under this Agreement and the other Transaction Documents in Law, equity, or otherwise, including, without limitation, for damages and/or specific performance, and (B) the Parties shall promptly take all action necessary on its part to effectuate the return of the Escrow Deposit to Purchaser's Affiliate, Mint Group Holdings Co., which shall include delivering joint written instructions in accordance with the Escrow Agreement to the Escrow Agent;

(ii) If this Agreement is terminated (A) pursuant to Section 10.18(a)(i) (unless otherwise mutually agreed by Seller and Purchaser in writing), (B) by Seller or Purchaser pursuant to Section 10.18(a)(iv), or (C) pursuant to Section 10.18(a)(v), the Parties shall promptly take all action necessary on its part to effectuate the return of the Escrow Deposit to Purchaser's Affiliate, Mint Group Holdings Co., which shall include delivering joint written instructions in accordance with the Escrow Agreement to the Escrow Agent;

(iii) if this Agreement is terminated pursuant to Section 10.18(a)(iii), then the Escrow Deposit shall be non-refundable to Purchaser, and Seller Parent shall have the right to receive the Escrow Deposit and such delivery of the Escrow Deposit shall, notwithstanding any provisions contained herein to the contrary, be the sole and exclusive remedy of the Company, Seller, Seller Parent, and any of their respective Affiliates, members, managers, partners, shareholders, directors, representatives and/or assignees (with no further liability on the part of the Purchaser or any of its Affiliates) in respect of this Agreement, any Transaction Agreement, and/or the transactions contemplated hereby or thereby or any matters forming the basis of such termination. The Parties shall promptly take all action necessary on its or their part to effectuate the delivery of the Escrow Deposit to Seller Parent, which shall include delivering joint written instructions in accordance with the Escrow Agreement to the Escrow Agent.

10.19 Legal Representation. It is acknowledged and agreed that the Parties and/or their agent(s) and attorneys have jointly participated in the preparation and negotiation of this Agreement and the other Transaction Agreements. The Parties acknowledge and agree that they are each sophisticated business parties and have at all times had access to an attorney in negotiations of the terms of and in the preparation and execution of this Agreement and the other Transaction Agreements. The Parties acknowledge and agree that all terms of this Agreement and the other Transaction Agreements were negotiated at arms-length, and this Agreement and the other Transaction Agreements were prepared and executed without fraud, duress, undue influence or coercion of any kind exerted by any of the Parties upon the others.

10.20 Time is of the Essence. Time is of the essence with respect to each Party's performance of its obligations under this Agreement.

10.21 Public Announcements. No press release, public statement or disclosure will be made by or on behalf of any Party to this Agreement relating to the subject matter of this Agreement without the prior written approval of Purchaser and Seller; provided that, Seller shall provide Purchaser with at least two (2) Business Days prior notice of any such disclosure that includes any mention of Purchaser (whether in connection with this Transaction or any subsequent transaction), and work in good faith with Purchaser to incorporate any of its comments into such disclosure, to the extent reasonable and mutually beneficial to the Parties; *provided, however*, that nothing herein shall restrict any Party from issuing a press release or making public statements (or require such Party to provide such notice or opportunity to incorporate such comments) to the extent such public disclosure, upon the advice of counsel, is required by applicable Law or exchange rule.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

COMPANY:

Columbia Care Florida LLC

By: /s/ David Hart
Name: David Hart
Title: President

SELLER:

Columbia Care LLC

By: /s/ David Hart
Name: David Hart
Title: CEO

SELLER PARENT:

The Cannabist Company Holdings Inc.

By: /s/ David Hart
Name: David Hart
Title: CEO

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

PURCHASER:

MINT FLORIDA HOLDINGS, LLC

By: /s/ Eivan Shahara
Name: Eivan Shahara
Title: Authorized Signatory

SFL INVESTMENT HOLDINGS, LLC

By: /s/ Gary “Brandon” Rexroad
Name: Gary “Brandon” Rexroad
Title: Authorized Signatory

PURCHASER PARENT:

THE CERBEREAN GROUP LLC

By: /s/ Eivan Shahara
Name: Eivan Shahara
Title: Authorized Signatory

THIS NOTE WAS ORIGINALLY ISSUED ON THE DATE HEREOF, AND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES ACT, AND MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR QUALIFICATION OR AN EXEMPTION THEREFROM UNDER THE SECURITIES ACT OR ANY SUCH STATE SECURITIES LAWS WHICH MAY BE APPLICABLE.

PROMISSORY NOTE

_____ ___, 2024 $2,000,000.00

SFL Investment Holdings, LLC, a Florida limited liability company ("**SFL Holdings**"), and Mint Florida Holdings, LLC, a Florida limited liability company (individually, "**MFH**," and together with SFL Holdings, collectively, the "**Maker**"), hereby jointly and severally promise unconditionally to pay to the order of Columbia Care LLC, a Delaware limited liability company ("**Holder**"), the principal amount of $2,000,000.00, together with all interest accrued thereon, as provided in this Promissory Note (as further described in Section 5 below, and as the same may be amended, restated, supplemented, or otherwise modified from time to time in accordance with the terms set forth herein, this "**Note**"). This Note was issued pursuant to that certain Membership Interest Purchase Agreement, dated as of August 21, 2024, by and among Columbia Care Florida LLC, a Florida limited liability company (the "**Company**"), SFL Holdings, MFH, Holder, Seller Parent and Purchaser Parent (as the same may be amended, restated, supplemented or otherwise modified from time to time in accordance with its terms, the "**Purchase Agreement**"), with respect to the purchase of all the issued and outstanding membership interests of the Company. Unless otherwise indicated herein, capitalized terms used in this Note have the same meanings set forth in the Purchase Agreement.

1. Interest Payments. The outstanding principal amount shall bear interest at the rate of 10% *per annum* from the date hereof until this Note is paid in full, whether at maturity, upon acceleration, by prepayment, or otherwise. Interest shall be computed on the basis of a 365-day year and the actual number of days elapsed.

2. Payment of Principal.

(a) **Maturity Date**. The outstanding principal amount of this Note, together with any then unpaid and accrued interest and any other amounts payable hereunder, shall be due and payable on _____, 2025[1] (the "**Maturity Date**").

(b) **Prepayments**. Upon notice given as provided herein, Maker may at any time without penalty or premium prepay all or any portion of the aggregate principal amount outstanding on this Note, including any accrued but unpaid interest through the date of prepayment. Maker shall send written notice of its election to make a prepayment on this Note to Holder by registered or certified mail, return receipt requested, at least three (3) days prior to the date of any prepayment. Such notice shall specify the date fixed for prepayment which shall be a Business Day, the aggregate principal amount outstanding and the aggregate amount of interest which will have accrued on the outstanding principal amount of this Note as of the date of prepayment specified in Maker's notice.

(c) **Default Interest**. Upon the occurrence and during the continuance of an Event of Default, interest on this Note shall accrue at the rate of 18% *per annum* (the "**Default Rate**"). Maker shall notify Holder in writing promptly and, in no event, more than three (3) days after it becomes aware of the occurrence of any unmatured default or Event of Default (as defined in Section 6 below), that such unmatured default or Event of Default has occurred.

[1] To be 12 months from the effective date of the Note.

(d) **Time of Payment**. If any payment on this Note required herein is to occur on a day which is not a Business Day, such payment shall be made on the next succeeding Business Day and such extension of time shall in such case be included in computing interest in connection with payment.

(e) **Form of Payment**. Unless otherwise indicated herein, any payment to be made hereunder shall be made in U.S. Dollars by wire transfer of immediately available funds to an account designated by Holder by written notice to Maker and shall be sent so as to be received not later than the date on which such payment is due.

(f) **Order of Payment**. Except otherwise set forth herein, any payments made by Maker shall be deemed to be made first in respect of any fees or charges due hereunder, second in respect of accrued but unpaid interest (as set forth in Section 1 above) due hereunder, and third in respect of the outstanding principal amount due hereunder.

3. Right to Set Off. Until paid in full on the Maturity Date, Maker shall have the right to offset any amounts owed to Holder under this Note for any Loss recoverable by Maker as the Indemnified Party pursuant to Section 7.5(d)(i) of the Purchase Agreement; provided that prior to applying any such set off, Maker shall notify Holder of Maker's intent to apply such set off prior to the payment date of any payment hereunder that shall be impacted by such set off. If a claim for indemnification by Maker is still outstanding as of the Maturity Date, then the principal amount equal to the amount of any Loss claimed by Maker (the "**Claimed Offset Amount** ") shall, at Maker's option, remain outstanding beyond the Maturity Date, and interest shall not accrue on such Claimed Offset Amount after the Maturity Date, in accordance with Section 7.5(e) of the Purchase Agreement; provided, however, that if it is finally determined that Maker was not entitled to all or a portion of the Claimed Offset Amount, Maker will pay such Claimed Offset Amount within five (5) Business Days of the final determination thereof, plus all interest that would have accrued on such amount after the Maturity Date at the rate at which interest was accruing as of the Maturity Date.

4. Replacement of Lost Note. Upon receipt of evidence reasonably satisfactory to Maker of the mutilation, destruction, loss or theft of this Note and the ownership thereof, and, in the case of any such mutilation, upon surrender and cancellation of this Note, Maker shall, upon the written request of Holder, execute and deliver in replacement thereof a new note in the same form, in the same original principal amount and dated the same date as this Note so mutilated, destroyed, lost or stolen, and such note so mutilated, destroyed, lost or stolen shall then be deemed no longer outstanding hereunder.

5. Transfer of Note. Neither this Note nor the obligations of Maker hereunder may be assigned or transferred by Maker without Holder's prior written consent, which consent may be given or withheld in Holder's sole and absolute discretion. Neither this Note nor the rights of Holder hereunder may be assigned or transferred by Holder, without Maker's prior written consent (unless an Event of Default has occurred and is occurring, or if such assignment is to an affiliate of Holder), which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that any change in the identity of the Representative in accordance with the Purchase Agreement shall not be considered an assignment of this Note, it being understood that this Note is being issued for the benefit of the Sellers and is being issued to the Holder in his capacity as such. Upon any permitted assignment or transfer by Holder, Holder shall send written notice to Maker specifying the new holder's name and address. The term "Note" as used herein includes this Note and any notes or other evidences of indebtedness issued in exchange for or in respect of this Note or any portion hereof.

6. Events of Default.

(a) **Definition**. For purposes of this Note, an event of default shall be deemed to have occurred if (each, an "**Event of Default**"):

(i) Maker makes an assignment for the benefit of creditors or admits in writing its inability to pay its debts generally as they become due; or an order, judgment or decree is entered adjudicating Maker bankrupt or insolvent; or any order for relief with respect to Maker is entered under the Bankruptcy Code; or Maker petitions or applies to any tribunal for the appointment of a custodian, trustee, receiver or liquidator of Maker, or of any substantial part of the assets of Maker, or commences any proceeding relating to Maker or liquidation law of any jurisdiction; or any such petition or application is filed, or any such proceeding is commenced, against Maker and either (A) Maker by any act indicates its approval thereof, consent thereto or acquiescence therein or (B) such petition, application or proceeding is not dismissed within sixty (60) days;

(ii) Maker fails to observe or perform any covenant, obligation, condition or agreement contained in this Note, and such failure, if capable of being cured, is not cured within thirty (30) days of Maker's knowledge, after due inquiry, of such failure to observe or perform;

(iii) Upon the occurrence of any Change in Control of Maker, with a "Change in Control" meaning any transaction or series of related transactions involving (a) a transaction or series of related transaction in which an independent third party, together with its affiliates, becomes the beneficial owner of 50% or more of the combined voting power of the outstanding securities of Maker, or (b) the sale of all or substantially all the assets of Maker to an independent third party, or (c) a merger or consolidation of Maker that results in any event described in (a) or (b) above; and

(iv) Maker fails to make any payment in respect of principal or interest under this Note as and when the same shall become due and payable, whether on the Maturity Date or otherwise.

(b) **Consequences of Events of Default**.

(i) If an Event of Default of the type described in Sections 7(a)(i) or 7(a)(iii) above has occurred, the aggregate principal amount of this Note (together with all accrued interest thereon, including interest at the Default Rate, if applicable) shall become immediately due and payable without any action on the part of Representative, and Maker shall be required to pay immediately to Holder all amounts due and payable with respect to this Note.

(ii) If an Event of Default of the type described in Sections 7(a)(ii) above has occurred, upon written notice from Holder, the aggregate principal amount of this Note (together with all accrued interest thereon, including interest at the Default Rate, if applicable) shall become immediately due and payable, and Maker shall be required to pay immediately to Holder all amounts due and payable with respect to this Note.

(iii) Maker hereby waives diligence, presentment, protest and demand and notice of protest and demand, dishonor and nonpayment of this Note, and expressly agrees that this Note, or any payment hereunder, may be extended from time to time and that the Holder hereof may accept security for this Note or release all or any security or guarantees for this Note, all without in any way affecting the liability of Maker hereunder.

7. Amendment and Waiver. Except as otherwise expressly provided herein, the provisions of this Note may be amended with the written consent of both parties hereto, and Maker may take any action herein prohibited, or omit to perform any act herein required to be performed by it, only if Maker has obtained the prior written consent of Holder.

8. Cancellation. After all principal accrued interest and other amounts due under this Note, if any, at any time owed on this Note have been indefeasibly paid in full, this Note shall be surrendered promptly to Maker for cancellation.

9. Remedies Cumulative. No remedy herein conferred upon Holder is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. The parties hereby agree that the Sellers are intended third party beneficiaries of this Note and the rights of Sellers are being enforced by Holder pursuant to the authority granted the Holder as Representative under the Purchase Agreement.

10. Remedies Not Waived. No course of dealing between Maker and Holder or Maker and Holder or any failure or delay on the part of Holder or any Holder in exercising any rights hereunder shall operate as a waiver of any right of any Holder, nor shall any single or partial exercise of any right, remedy power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. Any waiver of any claim or right of a Holder must be in writing and signed by Holder or such Holder and shall be effective only in the specific instance and for the specific purpose given.

11. Successors and Assigns. All the covenants, stipulations, promises and agreements in this Note contained by or on behalf of Maker shall bind its successors and permitted transferees. This Note will inure to the benefit of the successors and permitted transferees of Holder.

12. Expenses. Maker agrees to pay to Holder on demand all costs and expenses incurred by Holder in seeking to collect this Note or to enforce any of the rights and remedies of Holder under this Note with respect to an Event of Default or in successfully defending any counterclaims or other legal proceeding brought by Maker contesting Maker's right to collect the amounts due under this Note, including court costs and reasonable attorneys' fees and expenses, whether or not suit is filed hereon, or whether in connection with arbitration, judicial reference, bankruptcy, insolvency, or appeal.

13. No Invalidity Due to Federal Law; Governing Law; Dispute Resolution. Sections 10.2, 10.4 and 10.15 of the Purchase Agreement shall apply to this Note, *mutatis mutandis*, as if more fully set forth herein.

14. Headings; Severability. The headings of the sections and subsections of this Note are inserted for convenience only and do not constitute a part of this Note. If any term or provision of this Note is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall be amended to conform as near as practicable to the intent of the parties hereunder and shall not affect any other term or provision of this Note or invalidate or render unenforceable such term or provision in any other jurisdiction.

15. Counterparts. This Note may be executed in one (1) 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) or other commonly recognized 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.

16. Place of Payment and Notices. Notices and payments of principal, interest and premium if made by check are to be delivered to Holder at the address set forth in the Purchase Agreement for any Company Party or to such other address or to the attention of such other person as specified by prior written notice to Maker.

[Signature Page Follows]

SIGNATURE PAGE TO PROMISSORY NOTE

IN WITNESS WHEREOF, Maker has executed and delivered this Promissory Note as of the date first set forth above.

SFL INVESTMENT HOLDINGS, LLC, a Florida limited liability company

By: _____
Name: _____
Title: _____

MINT FLORIDA HOLDINGS, LLC, a Florida limited liability company

By: _____
Name: _____
Title: _____

Exhibit 10.3

Execution Version

PURCHASE AGREEMENT

This Purchase Agreement (as may be amended in accordance with the terms hereof, this "Agreement"), dated as of August 22, 2024, is made and entered into by and among 3 Boys Farm LLC, a Florida limited liability company ("Buyer"), Cresco U.S. Corp, an Illinois corporation ("Buyer Parent"), Columbia Care Florida LLC, a Florida limited liability company ("Seller"), and Columbia Care LLC, a Delaware limited liability company ("Seller Parent"). Defined terms used herein and not otherwise defined have the meanings ascribed to such terms on Annex A attached hereto.

WHEREAS, at the Closing, Seller desires to sell, transfer and deliver to Buyer, and Buyer desires to acquire from Seller, the Purchased Assets, free and clear of all Encumbrances and otherwise on and subject to the terms and conditions set forth in this Agreement; and

WHEREAS, in order to induce Buyer to enter into this Agreement, Seller is willing to be bound by certain restrictive covenants as and to the extent set forth herein.

NOW THEREFORE, in consideration of the premises and mutual agreements herein made, the parties hereto, intending to be legally bound, hereby agree as follows:

1. PURCHASE AND SALE.

1.1. Closing; Purchase and Sale.

1.1.1. The closing of the Contemplated Transactions (the "Closing") will take place electronically by the mutual exchange of DocuSign or other electronic signatures on the third (3rd) Business Day following the satisfaction or waiver of all conditions of the parties to consummate the transactions contemplated hereby (other than conditions with respect to actions the respective parties will take at the Closing itself) or such other date as Buyer and Seller may mutually determine ("Closing Date").

1.1.2. At the Closing, on and subject to the terms and conditions of this Agreement, Seller hereby agrees to sell, transfer and deliver to Buyer, and Buyer hereby agrees to purchase from Seller, all of Seller's right, title and interest in and to the Purchased Assets, free and clear of all Encumbrances, for the Purchase Price.

1.2. Purchased Assets. The assets being transferred from Seller to Buyer hereunder consist of all of Seller's right, title and interest to the properties and assets listed on Schedule A to the extent related to the Lakeland Facility (collectively, the "Purchased Assets").

1.3. Assumption of Liabilities. Buyer, as of the Closing, hereby assumes obligations of Seller (i) to pay for goods, services, and other non-cash benefits that another party furnishes to Buyer after the Closing under the Assigned Contracts (but in each case excluding any obligations that arise or result from either a breach that occurred prior to Closing or the consummation of the Contemplated Transactions), (ii) all Liabilities accruing on or after the Closing related to the Purchased Assets, including the Lakeland Facility Lease, and (iii) all Liabilities accruing on or after the Closing related to the operation of the Lakeland Facility on or after the Closing (the "Assumed Liabilities"); provided, however, that, notwithstanding the above or anything else herein to the contrary, the Assumed Liabilities shall not include any Retained Liabilities.

1.4. Excluded Assets and Retained Liabilities. Notwithstanding any other provision of this Agreement, Seller shall not sell, transfer or deliver to Buyer any of its right, title to or interest in or to any properties, assets and rights of Seller other than the Purchased Assets (collectively, the "Excluded Assets"), which for the avoidance of doubt, include the Excluded Assets listed on Schedule A. Seller shall retain all right, title and interest in and to the Excluded Assets, and Buyer is not assuming, and shall not have any Liability with respect to, and shall not be deemed to have assumed or agreed to pay, and Seller shall retain, all Liabilities and obligations of Seller other than the Assumed Liabilities (collectively, the "Retained Liabilities"). Seller agrees to pay, satisfy and discharge all Retained Liabilities when due. Retained Liabilities shall include, without limitation, the following:

1.4.1. any Liabilities of Seller or any of its Affiliates for (a) all Taxes of Seller (including pursuant to any bulk transfer, transfer, transferee or successor provision of Law, or by operation of contract), (b) all Taxes with respect to the Purchased Assets or the Assumed Liabilities with respect to all Tax periods (or portions thereof) ending on or prior to the Closing Date, (c) all Taxes relating to the Excluded Assets or any other Retained Liability, in each case, for any period, (d) all Taxes of any Person imposed on Buyer or any of Buyer's Affiliates as a transferee of or successor to the Purchased Assets, by contract or pursuant to any Law that relate to an event or transaction occurring before the Closing Date;

1.4.2. any Liabilities of Seller or any of its Affiliates arising pursuant to or in connection with this Agreement or any of the Contemplated Transactions (including in respect of any fees, commissions or other amounts to any broker, finder, employee or agent with respect to the Contemplated Transactions), and any and all other Liabilities of Seller or any of its Affiliates arising out of or relating to periods prior to the Closing;

1.4.3. any Liabilities relating to or arising out of or in connection with Seller's or any of its Affiliates' accounts payable or accrued expenses (other than related to the Purchased Assets after the Closing Date);

1.4.4. any Liabilities relating to, arising out of or in connection with any obligation to pay salary, commissions or any other amounts payable to any former or current employee, agent or independent contractor of Seller or any of its Affiliates relating to periods on or prior to the Closing or as a result of the Contemplated Transactions;

1.4.5. any Liabilities relating to, arising out of or in connection with, any Employee Plan maintained or contributed to by Seller or any of its Affiliates or with respect to which Seller or any of its Affiliates or any ERISA Affiliate has any liability, payroll, vacation, sick leave, workers' compensation or unemployment benefits of any kind, as well as any Liabilities related to the inadequacy or failure to have or maintain any Employee Plan;

1.4.6. any Liabilities relating to, arising out of or in connection with any Action arising before Closing, or that relates to or arises from any act, omission or circumstance that occurred or existed prior to Closing;

1.4.7. any Liabilities relating to, arising out of or incurred in connection with any of the Excluded Assets;

1.4.8. any Liabilities relating to, arising out of or in connection with any violation of Law prior to the Closing by Seller or any of its Affiliates, or that relates to or arises from any act, omission or circumstance that occurred or existed prior to Closing;

1.4.9. any Liabilities relating to, arising out of or resulting from any breach of any contract or any violation of any Law or Permit by Seller or any of its Affiliates;

1.4.10. any fines or penalties issued by a Governmental Authority with respect to or that relate to operation of the Business on or prior to the Closing;

1.4.11. any Liabilities to indemnify any Person by reason of the fact that such Person was a director, officer, employee, or agent of Seller or any of its Affiliates or was serving at the request of any such entity as a partner, trustee, director, officer, employee, or agent of another entity (whether such indemnification is for judgments, damages, penalties, fines, costs, amounts paid in settlement, losses, expenses, or otherwise and whether such indemnification is pursuant to any statute, charter document, bylaw, agreement, or otherwise);

1.4.12. all Liabilities relating to, arising out of or in connection with Seller's indebtedness and Seller Transaction Expenses; and

1.4.13. any and all other Liabilities relating to, arising out of or in connection with to the operation of the Business prior to the Closing.

1.4.14. No Expansion of Third-Party Rights. The assumption by Buyer of the Assumed Liabilities shall not expand the rights or remedies of any third party against Buyer or Seller as compared to the rights and remedies which such third party would have had against Seller had Buyer not assumed the Assumed Liabilities. Without limiting the generality of the preceding sentence, the assumption by Buyer of the Assumed Liabilities shall not create any third-party beneficiary rights.

1.5. Purchase Price. The aggregate consideration for the Purchased Assets will equal $11,400,000 (the "Purchase Price"). At the Closing, Buyer will pay to Seller an amount in cash equal to the Purchase Price, *minus* (a) the Deposit, *minus* (b) the Seller Transaction Expenses paid at Closing, *minus* (c) the Lease Amendment Costs, and *minus* (d) the Opening Variance Payment (the "Closing Cash Purchase Price"). The Closing Cash Purchase Price to be paid by Buyer to Seller at the Closing will be paid by wire transfer of immediately available funds to the account(s) designated by Seller in writing prior to the Closing Date. At the Closing, Buyer will pay and/or settle on behalf of Seller, the estimated Seller Transaction Expenses by wire transfer of immediately available funds to the accounts designated in the applicable invoices or payoff letters delivered by Seller to Buyer prior to the Closing Date, as applicable. Further, at the Closing, the parties will deliver joint written instructions in accordance with the Deposit Escrow Agreement to the Deposit Escrow Agent to release the Deposit to Seller.

1.6. Opening Variance Payment. Solely if Buyer obtains OMMU approval of the Opening Variance within one year following Buyer's submission to the OMMU requesting the Opening Variance, then, within ten (10) Business Days of obtaining such Opening Variance, Buyer will pay Seller Parent $3,925,000 (the "Opening Variance Payment") by wire transfer of immediately available funds to the account(s) designated by Seller Parent in writing.

1.7. Withholding. Notwithstanding anything in this Agreement to the contrary, Buyer shall, after prior written notice to Seller, be entitled to deduct and withhold from any amount otherwise payable pursuant to this Agreement such amounts as Buyer is required to deduct and withhold with respect to the making of any such payment under the Code or any provision of state, local or foreign Tax Laws. To the extent such amounts are so deducted and withheld and paid over to the appropriate taxing authority, such amounts shall be treated for all purposes of this Agreement as having been paid to the Person in respect of whom such deduction and withholding was made.

1.8. Purchase Price Reconciliation. It is the intention of the parties hereto that Seller shall operate the Purchased Assets for its own account until 11:59 p.m. on the date prior to the Closing Date, and that Buyer shall operate the Purchased Assets for its own account from and after 12:00 a.m. on the Closing Date (the "Effective Time"). Accordingly the operating expenses (solely to the extent relating to the Assumed Liabilities and excluding Taxes and any items of expense that are Retained Liabilities) relating to the Purchased Assets shall be pro-rated as of the Effective Time, with the Seller liable for such amounts to the extent related to any time-period prior to the Effective Time and Buyer liable for such amounts to the extent related to periods from and after the Effective Time. The net amount of all such prorations shall be settled and paid on the Closing Date (to the extent able to be calculated as of the Closing Date) or as soon thereafter as reasonably possible. Buyer shall prepare and deliver to Seller, on or before the date that is forty five (45) days from the Closing Date, a reconciliation statement detailing the prorations described in this sentence, and Buyer shall pay to Seller, or the Seller shall pay to Buyer, the net amounts due such party within ten (10) days following receipt of such reconciliation statement unless Seller objects in writing to such statement, in which case the parties shall promptly meet and endeavor in good faith to resolve such dispute as expeditiously as possible.

2. REPRESENTATIONS AND WARRANTIES REGARDING SELLER.

In order to induce Buyer to enter into this Agreement and to consummate the Contemplated Transactions, Seller hereby represents and warrants to Buyer that the statements contained in this Article 2 are correct and complete as of the date of this Agreement, subject to the disclosures set forth in the Disclosure Schedule. Each individual section in the Disclosure Schedule attached to this Agreement (the "Disclosure Schedule") which identifies a section or subsection of this Article 2 contains exceptions to such identified section or subsection contained in this Article 2. Each section of the Disclosure Schedule will be deemed to incorporate by reference information disclosed in another section of the Disclosure Schedule to the extent that the relevance of such disclosure to any such other section is reasonably apparent on its face to be applicable.

2.1. Organization; Authorization. Seller is duly organized, validly existing and in good standing under the Laws of the State of Florida, and is duly qualified to do business and in good standing in each other jurisdiction where such qualification is required. Seller has all organizational power and authority required to own, license or use the Purchased Assets and to conduct its operations, to the extent related to the Business, as now owned, licensed or used and being conducted. Seller has delivered to Buyer complete copies of the organizational documents of Seller and the minute books of Seller which contain records of all meetings of, and other corporate actions taken by, its shareholders or board of directors (and any committees thereof) to the extent relating to the Business or the Lakeland Facility. The execution, delivery and performance by Seller of this Agreement and the consummation of the Contemplated Transactions are or will be within the power and authority of Seller and have been or will have been duly authorized by all necessary action on the part of Seller. This Agreement and any other Ancillary Agreement to which Seller is a party has been or will be duly and validly authorized, executed and delivered by Seller and is or will be a legal, valid and binding obligation of Seller, enforceable against it in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity). Seller has the full power and authority necessary to own, lease, operate and use the Purchased Assets.

2.2. Noncontravention. Except as disclosed on Schedule 2.2, with respect to Seller and the Purchased Assets and the Business, the consummation of the Contemplated Transactions will not: (a) violate any Law applicable to Seller, the Purchased Assets or the Business require any action by (including any authorization, filing, declaration, consent or approval), notice to, or filing with, any Governmental Authority in connection with the valid and lawful consummation of the Contemplated Transactions; (b) result in the modification, acceleration, termination, breach or violation of, or default under, any contractual obligation or Permit or other arrangement of any of Seller or the Purchased Assets; (c) require any action by (including any authorization, filing, declaration, consent or approval) or in respect of (including notice

to), any Person under any contractual obligation of or Permit or other arrangement for any of Seller or the Purchased Assets or the Business; (d) result in the creation or imposition of an Encumbrance upon, or the forfeiture of, any of the Purchased Assets; or (e) result in a breach or violation of, or default under, the organizational documents of Seller.

2.3. Capitalization. All of the authorized Capital Stock of Seller is set forth on Schedule 2.3. All such Capital Stock has been duly authorized, validly issued, and is fully paid and non-assessable. Seller has not violated any preemptive or similar rights of any Person in connection with the issuance or redemption of any of its Capital Stock.

2.4. Absence of Certain Developments. From January 1, 2024 to the date of this Agreement, the Business has been conducted only in the Ordinary Course and no material adverse effect has occurred. Without limiting the generality of the foregoing, except for the matters disclosed on Schedule 2.4, Seller has not suffered or incurred any material loss, destruction or damage to the Purchased Assets.

2.5. Purchased Assets; Real Property.

2.5.1. Seller has sole and exclusive, good and marketable title to, or, in the case of property held under a lease or other contractual obligation, a sole and exclusive, enforceable leasehold interest in, or right to use, all of the properties, rights and assets, whether real or personal property and whether tangible or intangible, that are included in the Purchased Assets. The Purchased Assets comprise all of the assets, properties and rights used in or necessary to the conduct of the Business and are adequate and sufficient to conduct the Business as currently conducted. The Purchased Assets are in good operating condition and repair, normal wear and tear excepted, are suitable for the uses intended therefor, and to Seller's Knowledge free from any latent defects, to allow Buyer, subject to obtaining the Opening Variance, to begin cultivating cannabis following the Closing at standards similar to Seller's operation of the Business during the three months prior to the date of this Agreement, and such Purchased Assets have been maintained in accordance with normal industry practice in all material respects. Except as disclosed on Schedule 2.5.1, none of the Purchased Assets are subject to any Encumbrance other than any Permitted Encumbrance, provided that the real property that comprises the Lakeland Facility Lease is subject to all zoning laws, rights of way, easements and encumbrances of record, which are not violated and which do not adversely affect the Business. Schedule 2.5.1 sets forth a true, correct and complete list of Debt, including the dollar amounts and the parties any Debt is owed to.

2.5.2. Seller does not own, nor has Seller ever owned, any real property. Schedule 2.5.2 sets forth a true, correct and complete list of each leasehold interest in real property leased, subleased, or licensed by, or for which a right to use or occupy has been granted to, Seller used in the Business (the "Real Property"). With respect to Real Property, the only lease, sublease, license or other contractual obligation under which such Real Property is occupied or used is the Lakeland Facility Lease. Except as set forth in Schedule 2.5.2, there are no subleases, licenses, concessions, occupancy agreements or other contractual obligations granting to any Person (other than Seller) the right of use or occupancy of the Real Property and there is no Person (other than Seller) in possession of the Real Property. The Real Property and its current use, occupancy and operation by Seller does not violate or conflict with any applicable Encumbrances thereto. The Real Property is used in a manner which is consistent and permitted by applicable zoning ordinances and other laws or regulations, is served by all water, sewer, electrical, telephone, drainage and other utilities required for normal operations of the Business, is in good condition and repair, ordinary wear and tear excepted and no work or improvements to bring it into compliance with any applicable law or regulation. To Seller's Knowledge, the Business has been operated in such a manner, and the Real Property is in sufficient good condition, such that neither the operation of the Business nor the condition of the Real Property will adversely impact Seller's ability to obtain the Cessation Variance of the Lakeland Facility Lease or Buyer's ability to obtain the Opening Variance.

2.5.3. With respect to the Lakeland Facility Lease, (i) Seller is not in default thereunder, and no event has occurred which with the giving of notice or passage of time, or both, would constitute a breach or default thereunder by Seller, and to Seller's Knowledge, any other party thereto, (ii) Seller enjoys quiet and undisturbed possession of the Real Property and the Lakeland Facility subject to the terms and conditions of the Lakeland Facility Lease, and Seller is not currently in dispute with any other party thereto, (iii) no security deposit or portion thereof deposited with respect to the Lakeland Facility Lease has been applied in respect of a breach or default thereunder which has not been redeposited in full, (iv) Seller does not owe, nor will owe in the future, any brokerage commissions or finder's fees with respect to the Lakeland Facility Lease, (v) Seller has not subleased, licensed or otherwise granted any other Person the right to use or occupy the Real Property or the Lakeland Facility or any portion thereof and there are no Persons other than Seller in possession of the Real Property or the Lakeland Facility, and (vi) except as set forth in Schedule 2.5.3, Seller has not collaterally assigned or granted any security interest in, or taking any action that has created an Encumbrance with respect to, the Lakeland Facility Lease or any interest therein.

2.5.4. None of the utility companies serving the Lakeland Facility Lease or the Real Property has, to Seller's Knowledge, threatened Seller with any reduction in service. To Seller's Knowledge, the utilities provided by such utility companies to the Lakeland Facility Lease and the Real Property either enter the Real Property through adjoining public streets or, if they pass through adjoining private land, do so in accordance with valid, permanent public or private easements which, following the Closing, will inure to the benefit of Buyer. All of said utilities are installed and operating and all installation and connection charges have been paid in full. The continued maintenance of the Real Property, as currently maintained and operated, is not dependent on facilities at other property. To Seller's Knowledge, there are no challenges or appeals pending regarding the amount of real estate Taxes on, or the assessed valuation of, the Real Property or otherwise relating to the Lakeland Facility Lease, and, to Seller's Knowledge, no special arrangements or agreements exist with any Governmental Authority thereto. There is no Tax assessment (other than the normal, annual general real estate Tax assessment) pending or, to Seller's Knowledge, threatened with respect to any portion of the Real Property or otherwise relating to the Lakeland Facility Lease. There are neither actual or pending, nor, to Seller's Knowledge, any threatened or contemplated, condemnation or eminent domain proceedings that affect any Real Property or the Lakeland Facility Lease and Seller has not received any written notice from any Governmental Authority of the intention of any Governmental Authority to take or use all or any part thereof.

2.5.5. (i) Seller enjoys peaceful and quiet possession of the Lakeland Facility Lease and the Real Property; (ii) all facilities on the Real Property and used in the Lakeland Facility Lease have received all approvals of Governmental Authorities (including licenses and Permits, all of which have been fully paid for and are in full force and effect) required in connection with the operation thereof and have been operating and maintained in accordance with applicable Laws, and Seller has not received from any Governmental Authority written notice of a violation of any law related to the Real Property that remains unresolved; and (iii) all improvements making up such Real Property and the Lakeland Facility Lease, including the mechanical systems, HVAC systems, plumbing, electrical, security, utility and sprinkler systems and the rest of the facilities, are in reasonable, working condition, ordinary wear and tear excepted, are reasonably sufficient for the operation of such Real Property and the Lakeland Facility Lease for their current use, and to Seller's Knowledge, there are no material structural or other physical defects or deficiencies in the condition of such improvements and, to Seller's Knowledge, there are no facts or conditions that would, individually or in the aggregate, interfere in any material respect with the use or occupancy of such improvements or any portion thereof in the operation of the Business as currently conducted on the Real Property or with respect to the Lakeland Facility Lease.

2.6. Legal Compliance; Permits.

2.6.1. Seller, its officers, directors, and managers, and to Seller's Knowledge, its other Service Providers, in each case in the course of their respective duties for Seller, (i) have at all times complied and are in compliance with all applicable Laws in all material respects, including the applicable Florida Cannabis Laws, and no proceeding has been filed or commenced or, to Seller's Knowledge, threatened, alleging any failure so to comply, and (ii) has not received from any Governmental Authority any notice alleging any non-compliance of the foregoing other than immaterial violations that have been resolved prior to the date hereof. Seller has, or has had on its behalf, filed, declared, obtained, maintained or submitted all material reports, documents, notices, applications, records, claims, submissions and supplements or amendments as required by the applicable Florida Cannabis Laws with respect to the Permits, and all such reports, documents, forms, notices, applications, records, claims, submissions and supplements or amendments were timely made and complete and correct in all material respects on the date they were filed (or have been corrected or supplemented by a subsequent submission).

2.6.2. Schedule 2.6.2 sets forth a correct and complete list all Permits held by Seller or used in the Business. Each Permit issued or given to Seller is in good standing and in full force and effect in accordance with its terms. Seller has obtained all Permits that are required for Seller to conduct the Business as currently conducted as of the date hereof and as of the Closing. Seller is operating, and at all times during which Seller has operated since September 2019, has operated, in compliance in all material respects with each such issued Permit. Seller has timely submitted all material renewal applications, reports, forms, registrations, and documents required to be filed, and has paid all fees and assessments, in connection with such Permits. Seller has not received from any Governmental Authority any notice alleging a failure to hold any such Permits. No proceeding is pending or, to Seller's Knowledge, threatened to revoke, suspend, not renew or limit any Permit, and to Seller's Knowledge, there is no set of facts presently existing that would be reasonably likely to cause any such Permit to not be renewable upon its expiration.

2.6.3. Seller has taken reasonable and prudent actions at the Lakeland Facility to prevent (i) the distribution of Cannabis to minors; (ii) revenue from the sale of Cannabis to go to criminal enterprises, gangs and cartels; (iii) the diversion of Cannabis from states where it is legal under state Law in some form to other states; (iv) state-authorized Cannabis activity from being used as a cover or pretext for the trafficking of other illegal drugs or other illegal activity; (v) violence and the use of firearms in the cultivation and distribution of Cannabis; (vi) drugged driving and the exacerbation of other adverse public health consequences associated with Cannabis use; (vii) the growing of Cannabis on public lands and the attendant public safety and environmental dangers posed by Cannabis production on public lands; and (viii) Cannabis possession or use on United States federal property.

2.7. Employee Matters.

2.7.1. Neither the execution of this Agreement nor the consummation of the Contemplated Transactions (either alone or when taken together with any other event) will: (i) entitle any Person to any payment (including severance pay, retention, sale bonus or other Compensation), forgiveness of indebtedness, vesting, distribution, or increase in benefits under or with respect to any Seller Plan or other contractual obligation, (ii) otherwise trigger any acceleration of vesting or payment of benefits under or with respect to any Seller Plan or other contractual obligation, (iii) trigger any obligation to fund any Seller Plan or (iv) limit or restrict the right to modify, amend or terminate any Seller Plan on or following the Closing Date.

2.7.2. There are no labor-related arbitrations, grievances, slowdowns, lockouts, picketing or strikes pending, or to Seller's Knowledge, threatened against Seller, and there have been no such activities at any time during the past five (5) years. Except as disclosed on Schedule 2.7.2, (i) no employee of Seller is represented by a labor union, (ii) Seller is not a party to, or otherwise subject to, any

collective bargaining or similar agreement, (iii) no petition has been filed or proceedings instituted by or on behalf of any employee(s) of Seller with any Governmental Authority seeking recognition of a bargaining representative and there are no pending or, threatened unfair labor practice charges before the National Labor Relations Board or any analogous Governmental Authority and (iv) to the Seller's Knowledge, there is no organizational effort being made or threatened by, or on behalf of, any labor union to organize employees of Seller and no demand for recognition of employees of Seller has been made by, or on behalf of, any labor union. Seller has not taken any action with respect to current or former employees of Seller that would constitute a "Plant Closing" or "Mass Layoff" within the meaning of the Worker Adjustment Retraining and Notification Act of 1988 or any similar Law. Seller is in material compliance with its employee and human resources personnel policies, handbooks and manuals.

2.7.3. There are no pending or, to Seller's Knowledge, threatened, charges against the Seller or any Seller employees or independent contractors before the Equal Employment Opportunity Commission or any state or local agency responsible for the prevention of unlawful employment practices and Seller has not received any written communication of the intent of any Governmental Authority responsible for the enforcement of labor or employment Laws to conduct an audit or investigation of Seller and, to Seller's Knowledge, no such audit or investigation is in progress.

2.7.4. Seller has not committed any unfair labor practice. Seller has paid in full to all of its employees and independent contractors all wages, salaries, commissions, bonuses, benefits and other compensation due and payable to such Persons.

2.7.5. (i) Seller is, and in the last three (3) years has been, in material compliance with all applicable Laws and regulations respecting labor, employment, human rights, pay equity, fair employment practices, work place safety and health, workers' compensation, unemployment insurance, terms and conditions of employment, immigration, meal and rest breaks, and wages and hours; (ii) Seller is not delinquent in any payments to any Seller employees or independent contractors for any wages, salaries, commissions, bonuses, fees or other compensation due with respect to any services performed for it to the date hereof or amounts required to be reimbursed to such Seller employees or independent contractors; (iii) there are no, and within the last three (3) years there have been no complaints or charges with respect to employment or labor matters (including, without limitation, allegations of employment discrimination, wage and hour violations, sexual or other discriminatory harassment, sexual assault, retaliation or unfair labor practices) pending against Seller in any judicial, regulatory or administrative forum; (iv) none of the employment policies or practices of Seller are currently being audited or investigated, or to Seller's Knowledge, subject to imminent audit or investigation by any Governmental Authority; (v) Seller is not, nor within the last three (3) years has been, subject to any order, decree, injunction or judgment by any Governmental Authority or private settlement contract in respect of any labor or employment matters; (vi) Seller is in material compliance with the requirements of the Immigration Reform Control Act of 1986.

2.8. Environmental Matters. Except as set forth in Schedule 2.8, solely with respect to the Lakeland Facility, (a) Seller is and has been, in material compliance with all Environmental Laws; (b) to Seller's Knowledge, there has been no release of any pollutant, petroleum or any fraction thereof, contaminant or toxic or hazardous material, substance or waste, the release of which is regulated by a Governmental Authority (each, a "Hazardous Substance"), on, upon, into or from any site currently or heretofore owned, leased or otherwise used by Seller; (c) to Seller's Knowledge, there have been no Hazardous Substances generated by Seller that have been disposed of or come to rest at any site that has been included in any published U.S. federal, state or local "superfund" site list or any other similar list of hazardous or toxic waste sites published by any Governmental Authority in the U.S.; (d) to Seller's Knowledge, there are no underground storage tanks located on, no PCBs (polychlorinated biphenyls) or PCB-containing Equipment used or stored on, and no hazardous waste as defined by the Resource

Conservation and Recovery Act stored on, any site owned or operated by Seller, except for the storage of hazardous waste in compliance with Environmental Laws; (e) Seller has not entered into any agreement pursuant to which it has any obligation to indemnify any third party against any Liabilities arising under Environmental Laws; (f) to Seller's Knowledge, Seller is not subject to any pending or threatened enforcement Actions related to matters arising under any Environmental Law nor has any continuing obligations pursuant to any consent decrees or other agreements resolving any such Actions; and (g) Seller has made available to Buyer complete copies of all material environmental records, notifications, Permits, pending Permit applications, engineering studies, and environmental assessments in Seller's possession, in each case as amended and in effect.

2.9. Contracts. Schedule 2.9 lists all material contracts in effect for the operation of the Business. Each Assigned Contract is enforceable against each party thereto and is in full force and effect, and, subject to obtaining any necessary consents required to be disclosed on Schedule 2.2 (Noncontravention), will continue to be so enforceable and in full force and effect on identical terms following the consummation of the Contemplated Transactions. Neither Seller nor, to Seller's Knowledge, any other party to any Assigned Contract, have been or is currently in breach of, or default under, or has repudiated any provision of, any Assigned Contract nor has any event occurred that with the lapse of time, or the giving of notice, or both, would constitute a default under any Assigned Contract. Seller has delivered to Buyer complete copies of each written Assigned Contract as amended or otherwise modified and in effect.

2.10. Affiliate Transactions. Except as disclosed on Schedule 2.10, none of Seller nor any officer, director, manager, employee, shareholder, member or Affiliate of Seller, or, to Seller's Knowledge, any individual related by blood, marriage or adoption to any of the foregoing individuals or any entity in which any of the foregoing Persons owns any beneficial interest in, is a consultant, competitor, creditor, debtor, customer, distributor, service provider, supplier or vendor of, or is a party to any contractual obligation with, Seller or has any interest in any of the Purchased Assets or the Business.

2.11. Litigation. Except as set forth on Schedule 2.11, during the past five years there have been no Actions (a) pending, or, to Seller's Knowledge, threatened against or affecting, or pending or threatened by, Seller, or (b) pending, or, to Seller's Knowledge, threatened against or affecting, Seller's officers, directors or employees with respect to the Business, and to Seller's Knowledge there are no facts making the commencement of any Action described in the foregoing clauses (a) or (b) reasonably likely. Seller (i) is not the subject of any judgment, decree, injunction or Government Order or (ii) do not plan to initiate any Action. Seller is fully insured (subject to applicable retentions) with respect to the matters required to be set forth on Schedule 2.11.

2.12. Insurance. Schedule 2.12 sets forth a list and policy description of all policies of fire, general liability, premises liability, professional liability, business interruption, and all other forms of insurance and/or fidelity bonds held by the Seller for use in the Business as of the date hereof (collectively the "Policies"). The Policies are valid, outstanding and enforceable policies, as to which premiums have been paid currently. The Seller is not aware of any state of facts, or of the occurrence of any event which might reasonably form the basis for any claim against the Seller not fully covered by insurance for liability on account of any express or implied warranty or tortious omission or commission. To the Seller's Knowledge, there has been no threatened termination or non-renewal of, or material change or restriction to any such Policies.

2.13. No Brokers. Except as set forth on Schedule 2.13, Seller has no Liability of any kind to any broker, finder or agent with respect to the Contemplated Transactions for which Buyer could be liable.

2.14. Taxes. Seller has duly and timely filed with the appropriate taxing authorities all Tax Returns that it was required to file. All such Tax Returns are true, correct and complete in all material respects and were prepared in substantial compliance with all applicable Laws. All amount of Taxes due and owing by Seller (whether or not shown on any Tax Return) have been paid in full. Seller is not currently the beneficiary of any extension of time within which to file any Tax Return or pay any Tax with respect to the Purchased Assets. There are no Encumbrances for Taxes (other than other than Taxes not yet due and payable) on any Purchased Assets. No audit or other proceeding by any governmental authority is pending or, to the Knowledge of Seller, threatened with respect to any Taxes due from Seller or any Tax Return filed or required to be filed by, relating to or including Seller, the Business or the Purchased Assets. All Taxes that are required to be withheld or collected by Seller with respect to the Business or the Purchased Assets, including, but not limited to, Taxes arising as a result of payments (or amounts allocable) to foreign persons or to employees, agents, contractors or stockholders of Seller, have been duly withheld and collected and, to the extent required, have been properly paid or deposited as required by applicable Laws. Seller is not a party to any Tax allocation, sharing, indemnity, or reimbursement agreement or arrangement pertaining to the Business or the Purchased Assets that may require a payment to any Person after the Closing.

2.15. Disclosure. Neither this Agreement nor any agreement, attachment, schedule, exhibit, certificate or other statement delivered pursuant to this Agreement or in connection with the transactions contemplated hereby omits to state a material fact necessary in order to make the statements and information contained herein or therein, not misleading. Buyer has been provided full and complete copies of all documents referred to on the Disclosure Schedule.

2.16. No Other Representations or Warranties. Except for the representations and warranties made by Seller in this Section 2 (as qualified by the Disclosure Schedules) and any Ancillary Agreement, neither Seller nor any other Person makes any other express or implied representation or warranty, either written or oral, with respect to Seller or the Purchased Assets, including any representation or warranty as to the accuracy or completeness of any information regarding the Purchased Assets.

3. REPRESENTATIONS AND WARRANTIES OF BUYER.

In order to induce Seller to enter into this Agreement and to consummate the Contemplated Transactions, Buyer represents and warrants to Seller that the statements contained in this Article 3 are correct and complete as of the date of this Agreement and as of the Closing Date (as though made then and as though the Closing Date were substituted for the date of this Agreement throughout this Article 3):

3.1. Organization; Authorization. Buyer is duly organized, validly existing and in good standing under the Laws of the State of Florida. The execution, delivery and performance by Buyer of this Agreement and the consummation of the Contemplated Transactions are within the power and authority of Buyer and have been duly authorized by all necessary action on the part of Buyer. This Agreement has been duly executed and delivered by Buyer and is a legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity).

3.2. Noncontravention. Except as forth on Schedule 3.2, neither the execution, delivery and performance by Buyer of this Agreement nor the consummation of the Contemplated Transactions will: (a) violate any Law applicable to Buyer or require any action by (including any authorization, consent or approval), notice to, or filing with, any Governmental Authority in connection with the valid and lawful consummation of the Contemplated Transactions by Buyer; (b) result in a breach or violation of, or default under, any contractual obligation of Buyer; (c) require any action by (including any authorization, consent or approval) or in respect of (including notice to), any Person under any contractual obligation; or (d) result in a breach or violation of, or default under, Buyer's organizational documents.

3.3. Litigation. There have been no Actions pending or threatened against or affecting Buyer that would reasonably be expected to impact Buyer's ability to consummate the Contemplated Transactions or otherwise impede Buyer's ability to purchase or own the Purchased Assets.

3.4. Financing. Buyer has sufficient immediately available funds as required to fulfill its obligations hereunder, including payment of the Purchase Price and other cash obligations when due hereunder.

3.5. No Brokers. Buyer has no Liability of any kind to any broker, finder or agent with respect to the Contemplated Transactions for which Seller could be liable.

3.6. No Other Representations or Warranties. Buyer has conducted its own independent review and analysis of the Purchased Assets and acknowledges that it has been provided with access to the properties, premises and records of Seller for this purpose. In entering into this Agreement, Buyer relied solely upon its own investigation and analysis and the representations and warranties of Seller set forth in this Agreement and any Ancillary Agreement, and Buyer acknowledges and agrees that, except for the representations and warranties made by Seller in Section 2 (as qualified by the Disclosure Schedules) and any Ancillary Agreement, neither Seller nor any other Person makes any other express or implied representation or warranty, either written or oral, with respect to Seller or the Purchased Assets, including any representation or warranty as to the accuracy or completeness of any information regarding the Purchased Assets, and Buyer has not relied upon and is not relying upon any other express or implied representation or warranty, either written or oral, or any other information or communications in its determination to effect the transactions contemplated by this Agreement.

4. PRE-CLOSING COVENANTS. The parties agree as follows with respect to the period between the execution of this Agreement and the Closing.

4.1. General. Each of the parties will use all commercially reasonable efforts to take all action and to do all things necessary, proper, or advisable in order to consummate and make effective the Contemplated Transactions (including the satisfaction, but not waiver, of the closing conditions set forth in Article 8).

4.2. Notices and Consents.

4.2.1. Each of the parties shall use all commercially reasonable efforts to (i) obtain from any Governmental Authority any consents or Permits required to be obtained by Buyer or Seller, or to avoid any action or proceeding by any Governmental Authority, in connection with the authorization, execution and delivery of this Agreement and the consummation of the transactions contemplated herein, and (ii) promptly as practicable make all necessary filings, and thereafter make any other required submissions, with respect to this Agreement required under any applicable Law; provided, however, that the parties shall cooperate with each other in connection with the making of all such filings, including providing copies of all such non-proprietary documents to the non-filing party and its advisors prior to filing and, if requested, to accept all reasonable additions, deletions or changes suggested in connection therewith. Buyer and Seller shall promptly furnish to each other all information reasonably required for any application or other filing to be made by the other pursuant to the rules and regulations of any applicable Law in connection with the Contemplated Transactions. Except as specifically required by this Agreement, neither party shall knowingly take any action, or knowingly refrain from taking any action, with the intent of delaying or impeding the ability of the parties to consummate the Contemplated Transactions.

4.2.2. As promptly as practicable after the date hereof, Seller will solicit the consents set forth on Schedule 4.2.2. At the expense of Seller, Seller will use its reasonable best efforts, and Buyer will cooperate in all reasonable respects with Seller, to obtain prior to the Closing all such consents.

4.2.3. Seller and its Affiliates shall use reasonable best efforts to take all actions reasonably necessary to (i) submit and obtain OMMU approval of the Cessation Variance, and (ii) assist Buyer submitting a variance request, including any required supporting or supplemental materials (the "Opening Variance"), and also in obtaining OMMU's approval of the Opening Variance and authorization for Buyer to begin cultivating cannabis at the Lakeland Facility promptly following Closing including, without limitation, (i) complying with, and taking the actions, set forth on Schedule 4.2.3(i), and (ii) providing to Buyer in a timely fashion the documents and information set forth on Schedule 4.2.3(ii).

4.2.4. Buyer and its Affiliates shall use reasonable best efforts to take all actions reasonably necessary to prepare the Lakeland Facility to begin cultivating cannabis following the Closing. In furtherance and not in limitation of the foregoing, Buyer shall (a) as promptly as practicable, but no later than three (3) Business Days following the Closing, prepare and file all necessary documents to the OMMU to obtain the Opening Variance, (b) request an authorization inspection within two (2) weeks of submitting Opening Variance request, or if OMMU is unavailable during such period, on the earliest date the OMMU is available, and (c) following such submission of the Opening Variance request, respond, as promptly as practicable (including using reasonable best efforts to respond within three (3) Business Days, if feasible), to any follow-up requests for additional documents and information from the OMMU as may be necessary or advisable to obtain the Opening Variance.

4.3. Operation of the Business. Except as otherwise contemplated in this Agreement or the Ancillary Agreements or with the prior written consent of Buyer, Seller will: (a) conduct such activities set forth in Schedule 4.3 as are necessary to wind down the Business in order to obtain the Cessation Variance, (b) use commercially reasonable efforts to maintain the Purchased Assets, including without limitation, in such manner as to enable Buyer to secure the Opening Variance, (c) give all required notices in connection with, and use its reasonable best efforts to obtain all Permits necessary or desirable to consummate the Contemplated Transactions and to cause the other conditions to Buyer's obligation to close set forth in Section 8.1 to be satisfied (including the execution and delivery of all agreements and documents contemplated hereunder to be so executed and delivered). Without limiting the generality of the foregoing, without the prior written consent of Buyer, Seller will not: (i) enter into any commitment for capital expenditures of Seller with respect to the Lakeland Facility, (ii) sell, assign, license, transfer, convey, or otherwise dispose of any of Purchased Assets, (iii) subject any of the Purchased Assets to any Encumbrance, (iv) terminate, modify, waive any right under otherwise change any Assigned Contracts, or enter into any new contracts that would reasonably have been Purchased Assets if in effect as of the date hereof, or (v) otherwise take any action that would require disclosure pursuant to Section 2.4 of this Agreement had such action been taken prior to the date of this Agreement.

4.4. Access. Seller will, (a) permit Buyer and its representatives to have access during normal business hours with reasonable advance notice to all key personnel, books, properties, records, contracts, documents and data related to the Purchased Assets, and (b) furnish Buyer and its representatives with copies of all such books, records, Tax Returns, contracts, documents, data and information related to the Purchased Assets as Buyer may reasonably request; provided, however, that such investigations and inquiries by or on behalf of Buyer do not unreasonably interfere with normal operations or customer or employee relations. No information provided to or obtained by Buyer shall affect any representation or warranty in this Agreement.

4.5. Notice of Developments. If Seller becomes aware prior to Closing of any event, fact or condition or nonoccurrence of any event, fact or condition that would reasonably constitute a breach of any representation, warranty, covenant or agreement of Seller or would reasonably constitute a breach of any representation or warranty of Seller if such representation or warranty were made on the date of the occurrence or discovery of such event, fact or condition or on the Closing Date, then Seller will promptly provide Buyer with a written description of such fact or condition. From the date of this Agreement until the Closing, Seller shall have the continuing obligation to promptly supplement the information contained in the schedules to this Agreement with respect to any matter hereafter arising or discovered, which, if in existence on the date hereof and known at the date of this Agreement, would have been required to be set forth or described in the schedules to this Agreement. Neither the supplementation of the schedules to this Agreement pursuant to the obligation in this Section 4.5 nor any disclosure after the date hereof of the untruth of any representation or warranty made in this Agreement shall operate as a cure of the failure to disclose the information, or a cure of the breach of any representation or warranty made herein; and determination of any liability for breach of representations or warranties either at signing or at Closing shall be made without reference to any supplements and with reference only to the schedules to this Agreement as they stand on the date of this Agreement.

4.6. Exclusivity. Seller agrees that it will not, and will cause each of its Affiliates and its and their respective Representatives not to, directly or indirectly (a) solicit, initiate or encourage any inquiry, proposal, offer or contact from any Person (other than Buyer and its Affiliates and representatives) relating to any transaction involving (i) the sale of Purchased Assets (other than the sale of inventory in the Ordinary Course), or (ii) any acquisition, divestiture, merger, share or unit exchange, consolidation, redemption, financing or similar transaction involving the Purchased Assets (in each case, an "Acquisition Proposal"), or (b) participate in any discussion or negotiation regarding, or furnish any information with respect to, or assist or facilitate in any manner, any Acquisition Proposal or any attempt to make an Acquisition Proposal. Seller shall immediately cease, and cause to be terminated, any and all contacts, discussions and negotiations with third parties regarding any of the foregoing, and Seller will notify Buyer immediately if any Person makes any proposal, offer, inquiry or contact related to an Acquisition Proposal and provide Buyer with the details thereof (including the Person making such offer, inquiry or contact and a copy of all written communication in connection therewith) and their response thereto. The parties acknowledge that Seller is engaged in ongoing discussions related to the sale of its Florida cannabis license and related retail operations which are not included within the Purchased Assets. For the avoidance of doubt, such discussions (and any sale of its Florida cannabis license and related retail operations) shall not be deemed Acquisition Proposals.

5. COVENANTS.

5.1. Restrictive Covenants.

5.1.1. Seller Parent hereby agrees that from and after the date hereof and continuing for three (3) years from the date hereof (the "Restricted Period"), Seller Parent will not, and will cause its Affiliates not to, directly or indirectly, employ, engage, recruit or solicit for employment or engagement, or otherwise interfere with Buyer's or any of its Affiliate's employment or engagement of, any Person who is or has agreed to be an employee of, consultant to or salesperson of, the Business or otherwise seek to influence of alter any such Peron's relationship with Buyer or its Affiliates.

5.1.2. During the Restricted Period, Seller Parent will not, and will cause its Affiliates not to, directly (a) call upon, solicit or provide services to any client, customer, referral source, supplier or other business relation to the Business as of the Closing (or during the twelve (12) month period preceding the Closing) with the intent of soliciting business from such Person similar to the Business, or (b) in any way interfere with the relationship between Buyer and any Protected Contact (including, by making any negative or disparaging statements or communications regarding Buyer, its Affiliates or any of their operations, officers, directors or investors).

5.1.3. From and after the date hereof, Seller Parent will, and will cause its Affiliates to, keep secret and retain in strictest confidence, and will not, and will cause its Affiliates not to, without the prior written consent of Buyer, furnish, make available or disclose to any third party or use for the benefit of such Person or any third party, any Confidential Information, except, with respect to the period prior to the Closing, in the Ordinary Course. As used herein, "Confidential Information" means any information relating to (a) this Agreement, the Ancillary Agreements or the Contemplated Transactions or (b) the Purchased Assets, the Business or the business or affairs of Buyer, including information relating to projections, plans, customer identities, suppliers, strategies, profit margins or other proprietary information; provided, however, that Confidential Information will not include any information which is in the public domain or becomes generally known in the public domain through no wrongful act on the part of Seller Parent (or Affiliate thereof).

5.1.4. Seller Parent recognizes that the territorial, time and scope limitations set forth in this Section 5.1 are reasonable and properly required for the protection of Buyer's legitimate interest in the goodwill of the Business and the Purchased Assets. In the event that any territorial, time or scope limitation set forth in this Section 5.1 is deemed to be unreasonable by a court of competent jurisdiction, Buyer and Seller Parent agree to the reduction of any or all of said territorial, time or scope limitations to such an area, period or scope as said court will deem reasonable under the circumstances. In the event of any actual or threatened breach by Seller Parent (or Affiliate thereof) of any of the provisions contained in this Section 5.1, Buyer will be entitled to such injunctive and other equitable relief as may be deemed necessary or appropriate by a court of competent jurisdiction. Seller Parent acknowledges that Buyer would not enter into this Agreement absent this Section 5.1.

5.2. Publicity. No public announcement or disclosure will be made by or on behalf of either party to this Agreement relating to the subject matter of this Agreement without the prior written approval of Buyer and Seller (such approval not to be unreasonably withheld, conditioned or delayed); provided, however, that either party may make any public disclosure required by applicable securities Law or exchange requirements (in which case the disclosing party will use its reasonable best efforts to advise the other party prior to making the disclosure). Notwithstanding the foregoing, without the consent or participation of Seller, after the Closing, Buyer shall be permitted to make communications with employees, customers, suppliers and engage in capital raising efforts in which the Contemplated Transactions are disclosed; provided, that such public announcements, press releases and communications shall not disclose any material economic terms of this Agreement without the consent of Seller. The Mutual Non-Disclosure Agreement, dated April 26, 2024 (the "NDA"), by and between Seller and Buyer, will remain in full force and effect following the Closing.

5.3. Non-Assignment of Certain Contracts. Notwithstanding any provision to the contrary contained herein, Seller may, but shall not be obligated to, assign to Buyer any contract, lease, permit or other instrument which is a Purchased Asset but which restricts or prohibits the transfer or assignment thereof or which provides that it may not be transferred or assigned without the consent of another Person and for which the appropriate consent to the transfer and assignment thereof is not obtained, but in any such event, Seller shall use reasonable efforts to obtain such assignments and otherwise cooperate with Buyer in any reasonable arrangement designed to provide the benefits thereof to Buyer. If such consent, approval, waiver, authorization, notice or novation is not obtained, then, to the extent permitted by applicable Law, such nonassignable Purchased Asset shall be held, as of and from the Closing, by Seller or its Affiliate for the exclusive benefit of Buyer and its Affiliates, and all the economic (taking into account all burdens to Seller and its Affiliates), operational and other benefits of such nonassignable Purchased Asset, to the extent permitted, shall be held and treated as if such consent, approval, waiver, authorization, notice or novation, as the case may be, had been obtained. Without limitation of and subject to the foregoing, at Buyer's request, Sellers shall, or shall cause its applicable Affiliate to: (i) cooperate, in all reasonable respects, in any lawful and commercially reasonable arrangement proposed by Buyer under which Buyer and its

Affiliates would obtain the economic, operational and other benefits thereunder and assume any related economic burden (including the amount of any related Tax costs imposed on Buyer or any of its Affiliates) thereunder; (ii) enforce for the benefit of Buyer and its Affiliates and as directed by Buyer, Seller's or its Affiliate's rights under such nonassignable Purchased Asset as if such nonassignable Purchased Asset had been sold, conveyed, assigned and delivered to Buyer or its applicable designee, including in the name of Seller or its applicable Affiliate to such nonassignable Purchased Asset or otherwise as Buyer shall specify, including the right to terminate in accordance with the terms thereof; and (iii) permit Buyer to practice, exercise and enforce any rights arising with respect thereto. Buyer shall assume the related economic burden imposed on Seller or its applicable Affiliate (including the amount of any related Tax costs imposed on Seller or its Affiliates) with respect to such nonassignable Purchased Asset and Buyer shall, as agent or subcontractor for Seller or its Affiliate pay, perform and discharge fully as and when required the liabilities and obligations of Seller or such Affiliate with respect to such nonassignable Purchased Asset from and after the Closing. Seller or its applicable Affiliate to the rights of such nonassignable Purchased Asset will promptly pay to Buyer or its applicable designee all income, proceeds and other monies received by such Seller or Affiliate from third parties to the extent related to Buyer's or its Affiliates' intended rights under such nonassignable Purchased Asset as contemplated by this Section 5.3. Without limiting the generality of any provision elsewhere herein contained, the non-assignability and non-transferability of, and the failure of any Seller to assign and transfer, any of the foregoing (or the assignment and transfer by such Seller thereof, despite the prohibition or restriction thereof or the failure to obtain the appropriate consent or to fulfill the conditions thereto) shall not alter or in any manner affect its status as a Purchased Asset. It is the intention of the parties that the "seconding" arrangements contemplated by this Section 5.3 shall be utilized only when there is no reasonable alternative to such arrangement for Buyer, even if such Seller fails to assign any such contract, lease or other instrument. Nothing contained in any transfer document required to be executed by any Seller in connection with the transfer of any contract with a governmental agency or instrumentality shall alter or in any manner affect the status of such contract as a Purchased Asset.

5.4. Further Assurances. From and after the Closing Date, upon the request of either Seller or Buyer, each of the parties hereto will do, execute, acknowledge and deliver all such further acts, deeds, assignments, transfers, conveyances and other instruments and papers as may be reasonably required or appropriate to carry out and/or evidence the Contemplated Transactions. Seller will not take any action that is intended to have the effect of discouraging any lessor, licensor, supplier, distributor or customer of the Business or other Person with whom the Business has a relationship from maintaining the same relationship with Buyer after the Closing as it maintained with Seller prior to the Closing.

5.5. Fees and Expenses. All costs, expenses, and fees incurred in connection with the negotiation, execution, or performance of this Agreement or the Contemplated Transactions by Buyer will be paid by Buyer, and all costs, expenses, and fees incurred in connection with the negotiation, execution, or performance of this Agreement or the Contemplated Transactions by Seller will be paid by Seller.

5.6. Books and Records. Seller recognizes that certain historical and other information to be retained by Seller may be needed by Buyer and its Affiliates in connection with the operation of the Business, the use of the Purchased Assets and satisfaction of the Assumed Liabilities after Closing (including for litigation, threatened litigation, Tax and financial audits and other similar purposes). Following the Closing, Seller shall grant to Buyer and its Representatives access (subject to any reasonable privilege or confidentiality considerations) during normal business hours and under reasonable circumstances to, and the right to make copies of, any records related to the Purchased Assets or the Assumed Liabilities which have been retained by Seller as may be necessary or useful in connection with the conduct of the Business. If within five (5) years after the Closing, Seller elects to dispose of any such records, Seller or applicable Affiliate shall first give Buyer sixty (60) days' prior written notice, during which period Buyer shall have the right to obtain such records without further consideration. Following the Closing, Buyer shall (and shall cause its Affiliates to) grant to Seller and its Representatives access

(subject to any reasonable privilege or confidentiality considerations) during normal business hours and under reasonable circumstances to, and the right to make copies of, any records related to the Purchased Assets or the Assumed Liabilities in the possession of Buyer and its Affiliates solely to the extent such records are reasonably necessary for Seller to prepare and file its Tax Returns, defend Tax audits or defend against third party claims not involving Buyer or its Affiliates.

5.7. Wrong Pockets.

5.7.1. Following the Closing for a period of twelve (12) months thereafter:

(a) If Seller discovers that it or any Affiliate is the owner of or possesses any asset, or is a party to any contract, that is exclusively related to the Lakeland Facility, then Seller shall, and shall cause its Affiliates to, reasonably cooperate to transfer, or cause to be transferred, such assets or contracts to Buyer for no additional consideration other than as previously provided for under this Agreement.

(b) If Buyer discovers that it or any Affiliate is the owner of or possesses any asset, or is a party to any contract, that is not exclusively related to the Lakeland Facility (other than Purchased Assets listed on Schedule A), then Buyer shall, and shall cause its Affiliates to, reasonably cooperate to transfer, or cause to be transferred, such assets or contracts to Seller for no additional consideration other than as previously provided for under this Agreement.

5.7.2. To the extent that any transfer or other arrangement described in this Section 5.7 is required, but not permitted by applicable Law or any contract referenced in Sections 5.7.1(a) or 5.7.1(b), the parties shall use reasonable best efforts to obtain or structure an arrangement to carry out the intent and accomplish the purposes of this Section 5.7.

5.7.3. The parties shall reasonably cooperate to effect any transfers or other arrangements described in this Section 5.7 in a manner that is Tax efficient for the parties and their respective Affiliates to the extent permitted by applicable Law.

6. SELLER'S CLOSING DELIVERIES.

6.1. Closing Deliveries. At or prior to the Closing, Seller will have delivered to Buyer: (a) certified copies of the resolutions of Seller's board of directors authorizing the execution, delivery and performance of this Agreement and the consummation of the Contemplated Transactions; (b) good standing certificates for Seller from its jurisdictions of organization and each jurisdiction in which Seller is qualified to do business as a foreign entity, in each case dated as of a recent date prior to the Closing Date; (c) (x) evidence reasonably satisfactory to Buyer that the Purchased Assets will be delivered free and clear of all Encumbrances at the Closing and (y) invoices or acknowledgements of payment in full from any Person that will be paid Seller Transaction Expenses pursuant to Section 1.5, in each case reasonably satisfactory to Buyer; (d) written evidence of the termination of the Affiliate agreements listed on Schedule 6.1(d) related to the Purchased Assets, in each case, reasonably satisfactory to Buyer; (e) a bill of sale, assignment and assumption agreement in the form of Exhibit A (the "Bill of Sale"), duly executed by Seller, (f) assignment and assumption agreement with landlord consent and estoppel for the Lakeland Facility Lease, duly executed by Seller, Buyer and the Lakeland Facility landlord, in form and substance reasonably satisfactory to Buyer, (g) an Internal Revenue Service Form W-9 duly executed by Seller; (h) original certificates of title or such other documents as may be necessary to transfer title (and to record such transfer) to each separately titled asset that is owned by Seller and included in the Purchased Assets, duly executed by all necessary and appropriate parties; (i) written evidence of the assignment of the Assigned Permits, if any, (j) third party consents listed on Schedule 4.2.2, duly executed by all necessary and appropriate parties, and (k) all other instruments and documents that are required by this Agreement to be delivered by Seller to Buyer or which Buyer may reasonably request to effectuate the Contemplated Transactions.

7. BUYER'S CLOSING DELIVERIES.

7.1. Closing Deliveries. Buyer will have delivered to Seller (a) the Purchase Price in accordance with Section 1.5, (b) the Bill of Sale, duly executed by Buyer, and (c) a copy of the written consents of the sole stockholder of Buyer.

8. CONDITIONS TO OBLIGATION TO CLOSE

8.1. Conditions to Obligation of Buyer. The obligation of Buyer to consummate the transactions to be performed by Buyer in connection with the Closing is subject to satisfaction of the following conditions:

8.1.1. all of the representations and warranties contained in Article 2 or made by Seller in any other Ancillary Agreement other than Seller Fundamental Representations must have been accurate in all material respects as of the date hereof and must be accurate in all material respects as if made on the Closing Date, and all of Seller Fundamental Representations must have been accurate in all respects as of the date hereof and must be accurate in all respects as if made on the Closing Date;

8.1.2. Seller shall have performed and complied in all material respects with all of the covenants and agreements in this Agreement to be performed prior to or at the Closing;

8.1.3. Seller shall have delivered to Buyer at the Closing a certificate, in form and substance reasonably satisfactory to Buyer, confirming that each of the conditions specified above in Sections 8.1.1 through 8.1.2 are satisfied;

8.1.4. there shall not be any order in effect preventing consummation of any of the Contemplated Transactions or any proceeding seeking to restrain, prevent, change or delay the consummation of any of the Contemplated Transactions;

8.1.5. there shall not be any order, claim or audit brought by any Governmental Authority against Seller or challenging or revoking any Permit included in the Purchased Assets, and there shall not be any order, interpretation of law or amendment to any law, rule or regulation that would materially adversely affect Buyer's ability to obtain the Opening Variance; and;

8.1.6. the parties shall have received all consents and Permits of Governmental Authorities and other Persons necessary for the consummation of the Contemplated Transactions set forth on Schedule 4.2.2;

8.1.7. Seller shall have received a cessation variance for the Lakeland Facility from OMMU (the "Cessation Variance");

8.1.8. Buyer and the Lakeland Facility landlord shall enter into an amendment to the Lakeland Facility Lease, effective as of the Closing, which shall include the terms set forth on Schedule B. Seller shall be responsible and shall pay or reimburse Buyer for the following, if such items are required or requested to be made in connection with obtaining the Lakeland Facility landlord's consent to the assignment or amendment of the lease as contemplated herein: any one-time payments related to out-of-pocket expenses of the Lakeland Facility landlord (the "Lease Amendment Costs");

8.1.9. Seller shall have delivered to Buyer each of the items set forth in Section 6.1; and

8.1.10. Seller shall have delivered to Buyer all other instruments and documents required by this Agreement to be delivered by Seller to Buyer, and such other instruments and documents which Buyer or its counsel may reasonably request to effectual the transactions contemplated hereby.

Buyer may waive any condition specified in this Section 8.1 if it executes a writing so stating at or prior to the Closing.

8.2. Conditions to Seller's Obligations. The obligations of Seller to consummate the transactions to be performed by Seller in connection with the Closing are subject to satisfaction of the following conditions:

8.2.1. all of the representations and warranties contained in Article 3 or made by Buyer in any other Ancillary Agreement other than Buyer Fundamental Representations must have been accurate in all material respects as of the date hereof and must be accurate in all material respects as if made on the Closing Date, and all of Buyer Fundamental Representations must have been accurate in all respects as of the date hereof and must be accurate in all respects as if made on the Closing Date;

8.2.2. Buyer must have performed and complied in all material respects with all of their covenants and agreements in this Agreement to be performed prior to or at the Closing;

8.2.3. Buyer shall have delivered to Seller the Closing a certificate, in form and substance reasonably satisfactory to Seller, confirming that each of the conditions specified above in Sections 8.2.1 through 8.2.2 are satisfied;

8.2.4. Seller shall have received the Cessation Variance;

8.2.5. there shall not be any order in effect preventing consummation of any of the Contemplated Transactions or any proceeding seeking to restrain, prevent, change or delay the consummation of any of the Contemplated Transactions; and

8.2.6. Buyer shall have delivered to Seller each of the items set forth in Section 7.1.

Seller may waive any condition specified in this Section 8.2 if it executes a writing so stating at or prior to the Closing.

9. INDEMNIFICATION.

9.1. Indemnification by Seller Parent.

9.1.1. Subject to the provisions of this Article 9, Seller Parent will indemnify, defend and hold harmless Buyer and its Affiliates, and its and their respective directors, officers, shareholders, partners, members, managers, employees, agents, consultants, advisors and Representatives (each, a "Buyer Indemnified Person"), from, against and in respect of any and all Liabilities, losses, damages, fines, penalties, Taxes, fees, expenses, costs (including costs of investigation, defense and enforcement of this Agreement), or amounts paid in settlement (in each case, including reasonable attorneys' fees), whether or not involving a Third Party Claim (in each case, other than punitive or exemplary damages unless actually payable to a third-party, collectively, "Losses"), which any Buyer Indemnified Person may suffer, sustain or become subject to as a result of, arising out of or directly or indirectly relating to: (a) any breach of, or

inaccuracy in, any representation or warranty made by Seller in this Agreement; (b) any fraud of Seller or any breach or violation of any covenant or agreement of Seller in or pursuant to this Agreement; (c) any Seller Transaction Expenses not included in the calculation of the Purchase Price or (d) any Excluded Asset or any Retained Liability.

9.1.2. Seller Parent will not have any obligation to indemnify and hold harmless Buyer Indemnified Persons pursuant to Section 9.1.1(a) in respect of Losses arising from the breach of, or inaccuracy in, any representation or warranty described therein unless the aggregate amount of all such Losses exceeds $115,000 (at which point Seller Parent will indemnify Buyer Indemnified Persons for all such Losses from dollar 1), and Seller Parent's aggregate liability in respect of claims for indemnification pursuant to Section 9.1.1(a) will not exceed $1,725,000 (the "Cap"); provided, however, that the foregoing limitations will not apply to (a) claims for indemnification pursuant to Section 9.1.1(a) in respect of breaches of, or inaccuracies in, representations and warranties set forth in Sections 2.1 (Organization; Authorization), 2.2 (Noncontravention), the first sentence of Section 2.5.1 (Purchased Assets), 2.5.3 (Real Property), and 2.10 (No Brokers) (collectively, the "Seller Fundamental Representations") or (b) claims based upon fraud or intentional misrepresentation (and no Loss arising from any claim described in the foregoing clauses (a) or (b) will be subject to the foregoing limitation). Claims for indemnification pursuant to any provision of Section 9.1.1 other than Section 9.1.1(a) are not subject to the limitations set forth in this Section 9.1.2.

9.1.3. Subject to the limitations provided for in Section 9.1.2, the aggregate amount of all Losses for which Seller Parent shall be liable to Buyer Indemnified Persons under this Agreement shall not exceed the Purchase Price actually paid to Seller pursuant to Section 1.5, except in the case of fraud.

9.2. Indemnification by Buyer.

9.2.1. Subject to the provisions of this Article 9, Buyer will indemnify, defend and hold harmless Seller, Seller Parent and their Affiliates, and each of their respective directors, officers, shareholders, partners, members, managers, employees, agents, consultants, advisors and Representatives (each, a "Seller Indemnified Person"), from, against and in respect of any and all Losses which any Seller Indemnified Person may suffer, sustain or become subject to as a result of, arising out of or directly or indirectly relating to: (a) any breach of, or inaccuracy in, any representation or warranty made by Buyer in this Agreement; (b) any fraud of Buyer or any breach or violation of any covenant or agreement of Buyer in or pursuant to this Agreement; or (c) any Assumed Liabilities.

9.2.2. Buyer will not have any obligation to indemnify and hold harmless Seller Indemnified Persons pursuant to Section 9.2.1(a) in respect of Losses arising from the breach of, or inaccuracy in, any representation or warranty described therein unless and until the aggregate amount of all such Losses exceeds $115,000 (at which point Buyer will indemnify Seller Indemnified Persons for all such Losses from dollar 1), and Buyer's aggregate liability in respect of claims for indemnification pursuant to Section 9.2.1(a) will not exceed an amount equal to the Cap, if any; provided, however, that the foregoing limitations will not apply to (a) claims for indemnification pursuant to Section 9.2.1(a) in respect of breaches of, or inaccuracies in, representations and warranties set forth in Sections 3.1 (Organization; Authorization), 3.2 (Noncontravention) or 3.5 (No Brokers) (collectively, the "Buyer Fundamental Representations") or (b) claims based upon fraud or intentional misrepresentation (and no Loss arising from any claim described in the foregoing clauses (a) or (b) will be subject to the foregoing limitations).

9.3. Time for Claims. No claim may be made seeking indemnification pursuant to Sections 9.1.1 (a) or 9.2.1(a) for any breach of, or inaccuracy in, any representation or warranty unless a written notice describing such breach or inaccuracy in reasonable detail in light of the circumstances then known to the Indemnified Person is provided to the Indemnifying Party: (a) at any time prior to the sixth (6^{th}) anniversary of the Closing, in the case of any breach of, or inaccuracy in, the Seller Fundamental Representations or the Buyer Fundamental Representations, (b) at any time prior to the 15 month anniversary of the Closing Date, in the case of any breach of, or inaccuracy in, any other representation and warranty in this Agreement, and (c) at any time in the case of any claim or suit based upon fraud or intentional misrepresentation. No claim that is subject to the limitations set forth in this Section 9.3 may be made after the expiration of the applicable survival period as set forth herein; provided that, in the event a notice of any claim for indemnification will have been made prior to the expiration of the applicable survival period, then such claim will survive until such time as such claim is fully and finally resolved. Claims for indemnification pursuant to any other provision of Sections 9.1.1 and 9.2.1 (i.e., other than pursuant to Sections 9.1.1(a) or 9.2.1(a)) are not subject to the limitations set forth in this Section 9.3.

9.4. Exclusive Remedy. From and after the Closing, subject to any claim based on fraud which will not be so limited by this Section 9.4 and the availability of specific performance pursuant to Section 12.11 or other equitable remedy, the indemnification provisions in this Article 9 will be the exclusive remedy for any breach or inaccuracy of any representation, warranty, covenant or agreement contained in this Agreement.

9.5. Third Party Claims.

9.5.1. If any third party notifies an Indemnified Person with respect to any matter which may give rise to an Indemnity Claim against an Indemnifying Party under this Article 9 (a "Third Party Claim"), then the Indemnified Person will give written notice to the Indemnifying Party of such Third Party Claim; provided, however, that no delay on the part of the Indemnified Person in notifying the Indemnifying Party will relieve the Indemnifying Party from any obligation under this Article 9 except to the extent such delay actually and materially prejudices the Indemnifying Party. The Indemnifying Party, at its sole cost and expense, will be entitled to participate in the defense of any Third Party Claim and will have the right to defend the Indemnified Person against the Third Party Claim by appointing reputable counsel reasonably acceptable to the Indemnified Person so long as (a) the Indemnifying Party gives written notice to the Indemnified Person within 30 days that it will indemnify the Indemnified Person from and against the entirety of Losses the Indemnified Person may suffer therefrom, (b) the Third Party Claim involves only claims for monetary damages and does not seek an injunction or other equitable relief against the Indemnified Person, (c) the Indemnified Person has not been advised by counsel that a conflict exists between the Indemnified Person and the Indemnifying Party in connection with the Third Party Claim, (d) the Third Party Claim does not relate to or otherwise arise in connection with any criminal or regulatory enforcement Action, (e) settlement of, an adverse judgment with respect to, or the Indemnifying Party's conduct of the defense of the Third Party Claim is not, in the good faith judgment of the Indemnified Person, likely to be adverse to the Indemnified Person's reputation or continuing business interests and (f) the Indemnifying Party conducts the defense of the Third Party Claim reasonably actively and diligently. The Indemnified Person may retain separate co-counsel at its sole cost and expense and participate in the defense of the Third Party Claim.

9.5.2. The Indemnifying Party will not consent to the entry of any judgment or enter into any compromise or settlement with respect to a Third Party Claim without the prior written consent of the Indemnified Person unless such judgment, compromise or settlement (a) provides for the payment by the Indemnifying Party of money as the sole relief for the claimant, (b) results in the full release of Buyer Indemnified Persons or Seller Indemnified Persons, as applicable, from all Liabilities arising or relating to, or in connection with, the Third Party Claim and (c) involves no finding or admission of any violation of Laws or the rights of any Person and no adverse effect on any other claims that may be made against the Indemnified Person. If the Indemnifying Party does not deliver the notice contemplated by clause (a) of Section 9.5.1 within 30 days after the Indemnified Person has given notice of the Third Party Claim, at any

time fails to conduct the defense of the Third Party Claim reasonably actively and diligently or becomes unable to conduct the defense of the Third Party Claim pursuant to Section 9.5.1, the Indemnified Person may defend, and may consent to the entry of any judgment or enter into any compromise or settlement with respect to, the Third Party Claim (and the Indemnified Person need not consult with, or obtain any consent from, the Indemnifying Party in connection therewith). If such notice is given on a timely basis and the Indemnifying Party conducts the defense of the Third Party Claim reasonably actively and diligently but any of the other conditions in Section 9.5.1 becomes unsatisfied, the Indemnified Person may defend, and may consent to the entry of any judgment or enter into any compromise or settlement with respect to, the Third Party Claim; provided, however, that the Indemnifying Party will not be bound by the entry of any such judgment consented to, or any such compromise or settlement effected, without its prior written consent (which consent will not be unreasonably withheld or delayed).

9.6. No Circular Recovery. Notwithstanding anything to the contrary in this Agreement, Seller agrees it will not make any claim for indemnification against Buyer or any Buyer Indemnified Person by reason of the fact that Seller was a controlling person, director, officer, employee or representative of Seller with respect to any claim brought by a Buyer Indemnified Person against Seller relating to this Agreement or any of the Contemplated Transactions or that is based on any facts or circumstances that form the basis for an Indemnity Claim by a Buyer Indemnified Person hereunder.

9.7. Additional Acknowledgments. Notwithstanding anything to the contrary herein, for indemnification purposes hereunder, each representation and warranty in this Agreement shall be read as if any qualification as to materiality, including each reference to the term "Material Adverse Effect," were deleted therefrom. All indemnifiable Losses hereunder shall be calculated net of the amount of any actual recoveries received by an Indemnified Person under existing insurance policies prior to the expiration of the applicable survival period set forth in Section 9.3 (in each case, net of any actual collection costs, reserves, expenses, deductibles or premium adjustments). Each Indemnified Person agrees to use commercially reasonable efforts to mitigate Losses to the extent required by Law. Notwithstanding the foregoing: (a) no Indemnified Person shall (i) be required to take any action to mitigate any Losses incurred or suffered to the extent based upon, arising out of, with respect to or by reason of fraud, (ii) be required to file or institute any Action to mitigate any Losses incurred or suffered, or (iii) have any obligation to take any actions that unreasonably interfere with or impact the business or Tax planning of such Indemnified Person and (b) the failure of an Indemnified Person to use such efforts to mitigate shall not constitute a defense to the Indemnifying Party's obligations to indemnify the Indemnified Person pursuant to this Agreement other than with respect to Losses incurred or suffered solely by reason of the Indemnified Person's failure to use such efforts to mitigate.

9.8. Manner of Payment. Any payment to be made by Buyer or Seller, as the case may be, pursuant to this Article 9 will be effected by wire transfer of immediately available funds to an account designated by the other party within five days after the final determination thereof.

9.9. Tax Treatment. All indemnification payments under this Article 9 will, to the extent permitted by applicable Laws, be treated for all income Tax purposes as adjustments to the Purchase Price. Neither Buyer nor Seller will take any position that is inconsistent with such treatment.

10. TAX MATTERS

10.1. Certain Taxes and Fees. All transfer, documentary, sales, use, stamp, registration and other similar Taxes, and any conveyance fees or recording charges incurred in connection with the Contemplated Transactions, shall be borne equally by Buyer and Seller. Such Taxes will be paid by Seller when due, and Buyer shall promptly reimburse Seller for its equal share of any such Taxes. Seller will, at Buyer and Seller's expense, to be borne equally, file all necessary Tax Returns and other documentation with respect to all such Taxes, fees and charges and, if required by applicable Law, Buyer will (and will cause its Affiliates to) join in the execution of any such Tax Returns and other documentation.

10.2. Intended Tax Treatment; Purchase Price Allocation. Buyer and Seller agree that the Contemplated Transactions shall be treated for federal (and, where applicable, state and local) income Tax purposes as a taxable sale of the Purchased Assets by Seller to Buyer in exchange for the Purchase Price (the "Intended Tax Treatment"). Buyer and Seller further agree to allocate the Purchase Price, as adjusted pursuant to Section 1.5, and as increased by the Assumed Liabilities among the Purchased Assets in accordance with the methodologies shown on Schedule 10.2 (the "Purchase Price Allocation"). Seller and Buyer will (a) be bound by the Intended Tax Treatment and Purchase Price Allocation for all Tax purposes; (b) prepare and file all Tax Returns in a manner consistent with the Intended Tax Treatment and Purchase Price Allocation; and (c) otherwise take no position for Tax purposes inconsistent with the Intended Tax Treatment and Purchase Price Allocation, in each case, except to the extent required by applicable Law.

10.3. Cooperation on Tax Matters. Buyer and Seller will cooperate, as and to the extent reasonably requested by the other party, in connection with the filing and preparation of Tax Returns with respect to the Purchased Assets and any proceeding related thereto. Such cooperation will include the retention and (upon the other Party's reasonable request) the provision of records and information that are reasonably relevant to any such Tax Return, proceeding or calculation and making employees available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder. Buyer and Seller will retain all books and records with respect to Tax matters pertinent to Purchased Assets relating to any Tax period beginning before the Closing Date until thirty (30) days after the expiration of the statute or period of limitations of the respective Tax periods.

10.4. Apportionment of Straddle Period Taxes. Seller shall bear all property and ad valorem Tax liability with respect to the Purchased Assets if the lien or assessment date arises prior to the Closing Date irrespective of the reporting and payment dates of such Taxes. All other property and ad valorem Taxes with respect to the Purchased Assets for Straddle Periods shall be prorated between Buyer and Seller as of the Closing Date. Seller shall be responsible for all such Taxes and fees on the Purchased Assets accruing during any period up to and including the Closing Date. Buyer shall be responsible for all such Taxes and fees on the Purchased Assets accruing during any period after the Closing Date.

11. TERMINATION

11.1. Termination of Agreement. The parties may terminate this Agreement as provided below:

11.1.1. Buyer and Seller may terminate this Agreement by mutual written consent at any time prior to the Closing;

11.1.2. Buyer may terminate this Agreement by giving written notice to Seller at any time prior to the Closing (i) in the event Seller has breached any representation, warranty, or covenant contained in this Agreement which individually, or in the aggregate, would reasonably be expected to result in a failure of the closing conditions set forth in Section 8.1, and such breach remains uncured for a period of ten (10) Business Days following delivery of notice thereof by Buyer, or (ii) if the Closing shall not have occurred on or before October 21, 2024 (provided however, that if all other closing conditions other than those set forth in Section 8.1.6 are fulfilled then the End Date will be extended to November 18, 2024) (such date, the "End Date"), by reason of the failure of any condition precedent under Section 8.1 hereof (unless the failure results primarily from Buyer breaching any representation, warranty, or covenant contained in this Agreement);

11.1.3. Seller may terminate this Agreement by giving written notice to Buyer at any time prior to the Closing (i) in the event Buyer has breached any representation, warranty, or covenant contained in this Agreement which individually, or in the aggregate, could reasonably be expected to have a material adverse effect on the ability of Buyer to consummate the Contemplated Transactions, or (ii) if the Closing shall not have occurred on or before the End Date, by reason of the failure of any condition precedent under Section 8.2 hereof (unless the failure results primarily from Seller breaching any representation, warranty, or covenant contained in this Agreement); and

11.1.4. Either Seller or Buyer may terminate this Agreement, if (i) there shall be any applicable Law that makes the consummation of the transactions contemplated hereby illegal, or (ii) any order shall have been issued by any Governmental Authority having competent jurisdiction permanently restraining, enjoining or otherwise prohibiting the Contemplated Transactions, and such order shall have become final and nonappealable.

11.2. Effect of Termination.

11.2.1. If this Agreement is terminated pursuant to Section 11.1, all further obligations of the parties under this Agreement will terminate; provided, however, that the provisions of Section 11.2.2 and Article 12 will survive the termination. Nothing in this Article 11 will release any party from any liability for any breach of any representation, warranty, covenant or agreement in this Agreement prior to such termination.

11.2.2. Treatment of Deposit Upon Termination.

(a) If this Agreement is terminated as a result of (i) the parties' failure to obtain any required regulatory approvals, (ii) the Seller's failure or inability to close, including as a result of a material breach by Seller of any representation, warranty, or covenant contained in this Agreement, (iii) Seller's failure to satisfy any of the closing conditions set forth in Section 8.1 (provided such failure is not caused by any material action or inaction of Buyer), (iv) the parties' failure to satisfy the closing condition set forth in Section 8.1.8, (v) pursuant to Section 11.1.2, or (vi) pursuant to Section 11.1.4, then as promptly as practical thereafter (and in any event within two Business Days), the parties shall deliver joint written instructions in accordance with the Deposit Escrow Agreement to the Deposit Escrow Agent to refund the Deposit to Buyer.

(b) If this Agreement is terminated for any other reason, then the Deposit shall be non-refundable to Buyer and as promptly as practical thereafter (and in any event within two Business Days), the parties shall deliver joint written instructions in accordance with the Deposit Escrow Agreement to the Deposit Escrow Agent to release the Deposit to Seller.

12. MISCELLANEOUS

12.1. Notices. All notices, requests, demands, claims and other communications required or permitted to be delivered, given or otherwise provided under this Agreement must be in writing and must be delivered, given or otherwise provided: (a) by hand (in which case, it will be effective upon delivery); (b) by electronic mail (in which case, it will be effective upon receipt); or (c) by overnight delivery by a nationally recognized courier service (in which case, it will be effective on the Business Day after being deposited with such courier service), in each case, to the applicable address below:

If to Seller or Seller Parent:

Columbia Care Florida LLC

321 Billerica Road
Chelmsford, MA 01824
Attention: Jonathan Gothorpe
Email: [***]

With a copy (which will not constitute notice) to:

Foley Hoag LLP
155 Seaport Boulevard
Boston, MA 02210
Attention: Erica Rice
Email: [***]

If to Buyer:

c/o Cresco Labs Inc.
600 W. Fulton Street, Suite 800
Chicago, IL 60661
Attn: John Schetz
Email: [***]

With a copy (which will not constitute notice) to:

McDermott Will & Emery LLP
444 West Lake Street, Suite 4000
Chicago, IL 60606
Attention: Heidi Steele and Christopher Stacker
Email: [***] and [***]

Each of the parties to this Agreement may specify a different address by giving notice in accordance with this Section 12.1 to each of the other parties hereto.

12.2. Succession and Assignment; No Third-Party Beneficiary. Subject to the immediately following sentence, this Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, each of which such successors and permitted assigns will be deemed to be a party hereto for all purposes hereof. No party may assign, delegate or otherwise transfer either this Agreement or any of its rights or obligations hereunder without the prior written approval of the other parties; provided, however, that Buyer may (a) assign any or all of its rights hereunder to one or more of its Affiliates or to any of its lenders or insurers as collateral, (b) designate one or more of its Affiliates to perform its obligations hereunder and (c) assign any or all of its rights or obligations hereunder to any purchaser of all or substantially all of the consolidated assets of Buyer. Except as expressly provided herein, this Agreement is for the sole benefit of the parties hereto and their successors and permitted assignees and nothing herein expressed or implied will give or be construed to give any Person, other than the parties hereto and such successors and assignees, any legal or equitable rights hereunder.

12.3. Amendments and Waivers. No amendment or waiver of any provision of this Agreement will be valid and binding unless it is in writing and signed, in the case of an amendment, by Buyer, Seller and Seller Parent, or in the case of a waiver, by the party against whom the waiver is to be effective. No waiver by any party of any breach or violation of, default under or inaccuracy in any representation, warranty or covenant hereunder will be deemed to extend to any prior or subsequent breach, violation, default of, or inaccuracy in, any such representation, warranty or covenant hereunder or affect any rights arising by virtue of any prior or subsequent such occurrence. No delay or omission on the part of any party in exercising any right, power or remedy under this Agreement will operate as a waiver thereof.

12.4. Entire Agreement. This Agreement, together with the other Ancillary Agreements, the Deposit Escrow Agreement, the NDA, and any documents, instruments and certificates explicitly referred to herein or delivered in connection herewith, constitute the entire agreement among the parties hereto with respect to the subject matter hereof and supersede any and all prior discussions, negotiations, proposals, undertakings, understandings and agreements (including any draft agreements) with respect thereto, whether written or oral (including that certain term sheet, dated June 1, 2024, (the "Term Sheet")), none of which will be used as evidence of the parties' intent. In addition, each party acknowledges and agrees that all prior drafts of this Agreement contain attorney work product and will in all respects be subject to the foregoing sentence.

12.5. Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction will not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. In the event that any provision hereof would, under applicable Laws, be invalid or unenforceable in any respect, each party intends that such provision will be construed by modifying or limiting it so as to be valid and enforceable to the maximum extent compatible with, and possible under, applicable Laws and to otherwise give effect to the intent of the parties.

12.6. Construction. The headings in this Agreement are for convenience only and will not in any way affect the meaning or interpretation hereof. In the event an ambiguity arises, this Agreement will be construed as drafted jointly by the parties hereto and no presumption or burden of proof will arise favoring or disfavoring any party by virtue of the authorship of any of the provisions hereof. Except as explicitly specified to the contrary, any reference (a) to a Section, Article, Exhibit or Schedule means a Section or Article of, or Schedule or Exhibit to, this Agreement (b) to the word "including" will be construed as "including without limitation," (c) to a statute or regulation include all rules and regulations thereunder and any predecessor or successor statute, rules or regulation, as amended or otherwise modified from time to time, (d) to the word "will" has the same meaning as the word "shall", (e) to "day" or "days" in the lower case means calendar days, (f) to the words "hereby," "hereof," "herein," "hereto" or "hereunder" refer to this Agreement as a whole and not any particular provisions of this Agreement, (g) references to dollars or "$" are to United States dollars, (h) the word "or" will be deemed inclusive (i.e., "and/or"), and (i) references to a particular Person include such Person's successors and assigns to the extent not prohibited by this Agreement. This Agreement may be executed and delivered (including by email exchange of .pdf or other format of electronic signature) 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. If the last day of any period contemplated by this Agreement is a non-Business Day, the period in question will be deemed to end on the next succeeding Business Day.

12.7. Governing Law. This Agreement, the negotiation, terms and performance of this Agreement, the rights of the parties under this Agreement, the Contemplated Transactions or the negotiation, terms or performance hereof or thereof (whether sounding in contract, tort or otherwise), and all Actions arising under or in connection with this Agreement, will be governed by and construed in accordance with the domestic substantive laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule that would cause the application of the Laws of any other jurisdiction. If any Action relating to this Agreement or the Contemplated Transactions is brought by a party hereto against any other party hereto, the prevailing party in such Action will be entitled to recover all reasonable expenses relating thereto (including attorneys' fees and expenses) from the non-prevailing party.

12.8. Jurisdiction; Waiver of Jury Trial. Each party to this Agreement hereby (a) irrevocably submits to the exclusive jurisdiction and venue of the state courts of the State of Delaware or the United States District Court located in the State of Delaware for the purpose of any Action between any of the parties arising under this Agreement, any Ancillary Agreement or the Contemplated Transactions (whether sounding in contract, tort or otherwise), (b) waives any claim that it is not subject personally to the jurisdiction of the above-named courts, that venue in any such court is improper, that any such Action brought in one of the above-named courts should be dismissed on grounds of forum non conveniens or improper venue, that such Action should be transferred to any court other than one of the above-named courts, that such Action should be stayed by reason of the pendency of some other Action in any other court other than one of the above-named courts or that this Agreement or the subject matter hereof may not be enforced in or by such court and (c) agrees not to commence any such Action other than before one of the above-named courts. Notwithstanding the foregoing, a party hereto may commence an Action in a court other than the above-named courts for the purpose of enforcing an order or judgment issued by one of the above-named courts. Each party hereto consents to service of process in any Action between any of the parties hereto arising under this Agreement, any Ancillary Agreement or the Contemplated Transactions (whether sounding in contract, tort or otherwise), in any manner permitted by Delaware law and agrees that service of process made by overnight delivery by a nationally recognized courier service at its address specified in Section 12.1 will constitute valid service of process. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW THAT CANNOT BE WAIVED, THE PARTIES HERETO WAIVE AND COVENANT THAT THEY WILL NOT ASSERT ANY RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING UNDER THIS AGREEMENT, ANY ANCILLARY AGREEMENT OR THE CONTEMPLATED TRANSACTIONS (WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE) AND ANY SUCH PROCEEDING WILL INSTEAD BE TRIED BY A JUDGE SITTING WITHOUT A JURY.

12.9. Mutual Waiver. Each of Seller and Buyer, on behalf of themselves and their respective Affiliates and Representatives, successors and assigns, hereby irrevocably waives illegality with respect to U.S. Federal Cannabis Laws as a defense to contractual claims arising out of this Agreement, the Ancillary Agreements or in any other document, instrument, or agreement entered into in connection the Contemplated Transactions.

12.10. Specific Performance. Each of the parties acknowledges and agrees that the other parties hereto would be damaged irreparably in the event any of the provisions of this Agreement are not performed in accordance with their specific terms or otherwise are breached or violated. Accordingly, each of the parties agrees that, without posting bond or other undertaking, the other parties hereto will be entitled to an injunction or injunctions to prevent breaches or violations of the provisions of this Agreement and to enforce specifically this Agreement and the terms hereof in any Action instituted in any court specified in Section 12.8 in addition to any other remedy to which such party may be entitled, at law or in equity.

12.11. Guaranty.

12.11.1. Seller Parent fully, irrevocably and unconditionally guarantees to Buyer, as guaranty of payment, performance and observation, and not merely as a guaranty of collection, the full, complete and timely compliance with and performance of all agreements, covenants and obligations of Seller under this Agreement and the Ancillary Agreements (the "Seller Obligations", and such guaranty, the "Seller Parent Guaranty"). The Seller Obligations shall include Seller's obligation to satisfy all indemnification and other payment obligations of Seller arising in connection with this Agreement and the Ancillary Agreements, in each case, when and to the extent that, any of the same shall become due and payable or performance of or compliance with any of the same shall be required. The Seller Parent Guaranty shall remain in full force and effect and shall be binding on Seller Parent and its successors and assigns until all of the Seller Obligations have been satisfied in full (which, for the avoidance of doubt, shall

not be deemed to have occurred until the date following the date on which all indemnification obligations of Seller under this Agreement expire). Seller Parent hereby expressly agrees to, and agrees to comply with, all of the terms and conditions of Section 5.1 and Section 5.2 as if Seller Parent were "Seller" under such provisions.

12.11.2. In furtherance of the preceding Section 12.11.1, Seller Parent hereby represents and warrants to Buyer, as follows as of the Closing Date:

(a) Seller Parent is a limited liability company duly organized and validly existing under the laws of Delaware.

(b) The execution, delivery, and performance by Seller Parent of this Agreement are within Seller Parent's limited liability company powers, have been duly authorized by all necessary limited liability company action, and does not contravene (i) Seller Parent's organizational documents, (ii) any contractual restriction binding on or affecting Seller Parent, or (iii) applicable Law.

(c) No authorization or approval by, and no notice to or filing with, any Governmental Authority or regulatory body or any other third party is required for the due execution, deliver and performance by Seller Parent of this Agreement.

(d) There is no action, suit or proceeding now pending or, to the best of Seller Parent's knowledge, threatened against Seller Parent before any court, administrative body or arbitral tribunal that could be reasonably likely to have a material adverse effect on Seller Parent's ability to perform its obligations under the Seller Parent Guaranty.

(e) Seller Parent has the financial capacity to pay and perform the Seller Obligations under the Seller Parent Guaranty, and all funds necessary for Seller Parent to fulfill the Seller Obligations under the Seller Parent Guaranty shall be available to Seller Parent for so long as the Seller Parent Guaranty shall remain in effect in accordance with Section 12.11.1.

12.11.3. Buyer Parent fully, irrevocably and unconditionally guarantees to Seller, as guaranty of payment, performance and observation, and not merely as a guaranty of collection, the full, complete and timely compliance with and performance of all agreements, covenants and obligations of Buyer under this Agreement and the Ancillary Agreements (the "Buyer Obligations", and such guaranty, the "Buyer Parent Guaranty"). The Buyer Obligations shall include Buyer's obligation to satisfy all indemnification and other payment obligations of Buyer arising in connection with this Agreement and the Ancillary Agreements, in each case, when and to the extent that, any of the same shall become due and payable or performance of or compliance with any of the same shall be required. The Buyer Parent Guaranty shall remain in full force and effect and shall be binding on Buyer Parent and its successors and assigns until all of the Buyer Obligations have been satisfied in full (which, for the avoidance of doubt, shall not be deemed to have occurred until the date following the date on which all indemnification obligations of Buyer under this Agreement expire). Buyer Parent hereby expressly agrees to, and agrees to comply with, all of the terms and conditions of Section 1.1 and Section 1.5 as if Buyer Parent were "Buyer" under such provisions.

12.11.4. In furtherance of the preceding Section 12.11.3, Buyer Parent hereby represents and warrants to Seller, as follows as of the Closing Date:

(a) Buyer Parent is a corporation duly incorporated and validly existing under the laws of Illinois.

(b) The execution, delivery, and performance by Buyer Parent of this Agreement are within Buyer Parent's corporate powers, have been duly authorized by all necessary corporate action, and does not contravene (i) Buyer Parent's organizational documents, (ii) any contractual restriction binding on or affecting Buyer Parent, or (iii) applicable Law.

(c) No authorization or approval by, and no notice to or filing with, any Governmental Authority or regulatory body or any other third party is required for the due execution, deliver and performance by Buyer Parent of this Agreement.

(d) There is no action, suit or proceeding now pending or, to the best of Buyer Parent's knowledge, threatened against Buyer Parent before any court, administrative body or arbitral tribunal that could be reasonably likely to have a material adverse effect on Buyer Parent's ability to perform its obligations under the Buyer Parent Guaranty.

(e) Buyer Parent has the financial capacity to pay and perform the Buyer Obligations under the Buyer Parent Guaranty, and all funds necessary for Buyer Parent to fulfill the Buyer Obligations under the Buyer Parent Guaranty shall be available to Buyer Parent for so long as the Buyer Parent Guaranty shall remain in effect in accordance with Section 12.11.3.

[*Signature Page Follows*]

IN WITNESS WHEREOF, each of the undersigned has executed this Purchase Agreement as of the date first above written.

BUYER: 3 BOYS FARM LLC

By: /s/ Charles Bachtell
Name: Charles Bachtell
Title: Chief Executive Officer

BUYER PARENT: CRESCO U.S. CORP

By: /s/ Charles Bachtell
Name: Charles Bachtell
Title: Chief Executive Officer

SELLER: COLUMBIA CARE FLORIDA LLC

By: /s/ David Hart
Name: David Hart
Title: President

SELLER PARENT: COLUMBIA CARE LLC

By: /s/ David Hart
Name: David Hart
Title: Chief Executive Officer

Annex A

"Action" means any claim, action, cause of action, suit (whether in contract or tort or otherwise) or audit, litigation (whether at law or in equity and whether civil or criminal), controversy, assessment, grievance, arbitration, investigation, opposition, interference, hearing, mediation, charge, complaint, demand, notice or proceeding to, from, by or before any Governmental Authority or any mediator.

"Affiliate" means, with respect to any specified Person at any time, (a) each Person directly or indirectly controlling, controlled by or under direct or indirect common control with such specified Person at such time, (b) each Person who is at such time an officer, manager or director of, or direct or indirect beneficial holder of at least 20% of any class of the Capital Stock of, such specified Person, (c) each Person that is managed by the same common group of executive officers, managers and/or directors as such specified Person, (d) if such specified Person is an individual, the members of the immediate family of such Person, (e) the members of the immediate family of each officer, manager, director or holder described in clause (b) above and (f) each Person of which such specified Person or an Affiliate (as defined in the foregoing clauses (a) through (e)) thereof directly or indirectly beneficially owns at least 20% of any class of Capital Stock at such time.

"Ancillary Agreements" means the Bill of Sale and each other document delivered in connection herewith.

"Business" means Seller's historical and current business at the Lakeland Facility, including the business of (a) cultivating, processing, manufacturing, packaging, transferring and/or distributing cannabis and cannabis products at and from the Lakeland Facility or (b) marketing, selling or providing any other products or services at or from the Lakeland Facility which Seller provided, sold, engaged in, or was taking substantive steps towards providing, selling, or engaging in at any time during the two years prior to the Closing Date.

"Business Day" means any day, other than a Saturday, Sunday or any other day on which banks located in New York, New York are authorized or required by applicable Law to be closed.

"Cannabis" has the meaning ascribed to it or to the term "marijuana" or any similar term pursuant to applicable Law.

"Capital Stock" means any shares, interests, participations or other equivalents (howsoever designated) of capital stock of a corporation and any and all ownership interests in a Person (other than a corporation), including membership interests, partnership interests, joint venture interests and beneficial interests, and any and all warrants, options, convertible or exchangeable securities, or rights to purchase or otherwise acquire any of the foregoing.

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

"Compensation" means, with respect to any Person, all wages, salaries, commissions, compensation, remuneration, bonuses or benefits of any kind or character whatsoever (including issuances or grants of Capital Stock), required to be made or that have been made directly or indirectly by Seller to such Person or Affiliates of such Person.

"Contemplated Transactions" means the transactions contemplated by this Agreement, including (a) the purchase and sale of the Purchased Assets and (b) the execution, delivery and performance of the Ancillary Agreements.

"Debt" means, with respect to the Seller as of the Closing, all Liabilities for any leased equipment included in the Purchased Assets including any unpaid interest, fees, penalties, premiums (including any prepayment premiums arising as a result of the consummation of the Contemplated Transactions).

"Deposit" means the $2,000,000 deposited into an escrow account referenced in the Term Sheet and pursuant to the Deposit Escrow Agreement.

"Deposit Escrow Agent" means Western Alliance Bank, an Arizona corporation.

"Deposit Escrow Agreement" means the Escrow Agreement, dated as of May 31, 2024, by and among Cresco Labs Inc., The Cannabist Company Holdings Inc., and the Deposit Escrow Agent.

"Employee Plan" means any plan, program, agreement, policy or arrangement, whether or not reduced to writing, and whether covering a single individual or a group of individuals, that is (a) a welfare plan within the meaning of Section 3(1) of ERISA, (b) an "employee pension benefit plan" within the meaning of Section 3(2) of ERISA, (c) a stock ownership, stock bonus, stock purchase, stock option, stock unit, restricted stock, phantom stock, stock appreciation right or other equity or equity-based plan or (d) any other employment, consulting, independent contractor, termination, severance, deferred compensation, retirement, welfare-benefit, bonus, incentive, profit-sharing, savings, retention, change-of-control, fringe-benefit, vacation, disability, death benefit, hospitalization, medical, noncompetition, nonsolicitation, restrictive covenant or other similar plan, program, agreement, policy or arrangement.

"Encumbrance" means any charge, claim, community or other marital property interest, condition, equitable interest, lien, license, option, pledge, security interest, mortgage, deed of trust, right of way, easement, encroachment, zoning restriction, right of first offer or first refusal, buy/sell agreement and any other restriction, encumbrance or covenant with respect to, or condition governing the use, voting (in the case of any security or equity interest), transfer, receipt of income or exercise of, any other attribute of ownership.

"Environmental Laws" means any Law relating to (a) releases or threatened releases of Hazardous Substances, (b) pollution or protection of public health or the environment or worker safety or health or (c) the manufacture, handling, transport, use, treatment, storage, or disposal of Hazardous Substances.

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

"ERISA Affiliate" means any entity that is, or at any relevant time was, a member of (a) a controlled group of corporations (as defined in Section 414(b) of the Code), (b) a group of trades or businesses under common control (as defined in Section 414(c) of the Code), (c) an affiliated service group (as defined under Section 414(m) of the Code) or (d) any group specified in regulations under Section 414(o) of the Code, any of which includes, or at the relevant time included, Seller.

"Florida Cannabis Laws" means the Cannabis establishment Laws of any jurisdiction within the State of Florida to which Seller is, or may at any time become, subject, including, without limitation, the Compassionate Use Act, as amended, and the rules and regulations adopted by OMMU or any other state or local government agency with authority to regulate any Cannabis establishment (or proposed Cannabis establishment).

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

"Governmental Authority" means any federal, state, provincial or local or foreign government, or political subdivision thereof, or any multinational organization or authority or any authority, agency or commission entitled to exercise any administrative, executive, judicial, legislative, police, regulatory or Tax authority or power, any court or tribunal (or any department, bureau or division thereof), or any mediator, arbitrator or arbitral body; provided however that the term Governmental Authority shall not include any departments, agencies, subdivisions, or other tribunals of the United States federal government that have jurisdiction or authority with respect to U.S. Federal Cannabis Laws.

"Indemnified Person" means, with respect to any Indemnity Claim, the Person asserting such claim under Sections 9.1 or 9.2, as the case may be.

"Indemnifying Party" means, with respect to any Indemnity Claim, the Person against whom such claim is asserted under Sections 9.1 or 9.2, as the case may be.

"Indemnity Claim" means a claim for indemnification under Sections 9.1 or 9.2.

"Lakeland Facility" means the facility operated by Seller at 2700 Interstate Drive, Lakeland, FL 33805.

"Lakeland Facility Lease" means the Lease Agreement, dated as of October 30, 2018, assigned to Seller by that certain Assignment of Lease Agreement, dated as of June 13, 2024.

"Law" means any constitution, law (including common law), statute, standard, ordinance, code, rule, regulation, resolution or promulgation, or any Government Order, or any Permit granted under any of the foregoing, or any similar provision or duty or obligation having the force or effect of law other than the U.S. Federal Cannabis Laws.

"Liability" means, with respect to any Person, any liability or obligation of such Person, including whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether liquidated or unliquidated, or whether due or to become due.

"Material Adverse Effect" means any change in, or effect on, the Business, operations, Purchased Assets or condition (financial or otherwise) of Seller which, when considered either individually or in the aggregate together with all other changes or effects with respect to which such phrase is used in this Agreement, is, or is reasonably likely to be, materially adverse to the Business, operations, Purchased Assets or condition (financial or otherwise) of Seller.

"OMMU" means the State of Florida Department of Health Office of Medical Marijuana Use.

"Ordinary Course" means any action taken by any Person in the ordinary course of such Person's business which is consistent with the past customs and practices of such Person (including past practice with respect to quantity, amount, magnitude and frequency, standard employment and payroll policies and past practice with respect to management of working capital) in the normal day-to-day operations of such Person.

"Permits" means, with respect to any Person, any license, accreditation, bond, franchise, permit, consent, approval, right, privilege, certificate or other similar authorization issued by, or otherwise granted by, any Governmental Authority or any other Person to which or by which such Person is subject or bound or to which or by which any property, business, operation or right of such Person is subject or bound.

"Permitted Encumbrance" means (a) statutory liens for current Taxes not yet due and payable, (b) mechanics', materialmen's, carriers', workers', repairers' and similar statutory liens arising or incurred in the Ordinary Course and relating to amounts that are not yet due and payable, and (c) restrictions on the transfer of securities arising under federal and state securities laws.

"Person" means any individual or corporation, association, partnership, limited liability company, joint venture, joint stock or other company, business trust, trust, organization, labor union, Governmental Authority or other entity of any kind.

"Protected Contact" means (a) any Person through which work was referred directly or indirectly to Seller, (b) any Person who purchased products or services from Seller or was called upon or solicited by Seller or with respect to whom Seller is active planning to make a proposal to provide products or services, and (c) any potential acquisition target identified by or known Seller, in the case of each of (a) through (c), at any time during the two years prior to the Closing Date.

"Representative" means, with respect to any Person, any director, officer, employee, agent, consultant, advisor, or other representative of such Person, including legal counsel, accountants, and financial advisors.

"Seller's Knowledge" means the knowledge, after reasonable investigation, of David Hart, Jesse Channon, and Derek Watson.

"Seller Plan" means any Employee Plan as to which Seller sponsors, maintains, contributes or is obligated to contribute, or under which Seller (including any ERISA Affiliate) has or may have any Liability, or which benefits any current or former employee, director, consultant or independent contractor of Seller or the beneficiaries or dependents of any such Person who works at the Lakeland Facility or performs duties at the Business.

"Seller Transaction Expenses" means all costs, fees and expenses (including legal, accounting, investment banking, advisory, broker and similar costs, fees and expenses) of Seller incurred or committed to in connection with the Contemplated Transactions, including 50% of the costs and fees of the Deposit Escrow Agent.

"Service Provider" means any director, officer, employee, consultant, or independent contractor of Seller or its Affiliates.

"Straddle Period" means a taxable period starting on or before the Closing Date and ending after the Closing Date.

"Tax" or "Taxes" means (a) any and all federal, state, local, or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, customs duties, capital stock, franchise, profits, withholding, social security (or similar, including FICA), unemployment, disability, real property, personal property, escheat, unclaimed property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other tax of any kind or any charge of any kind in the nature of (or similar to) taxes whatsoever, including any interest, penalty, or addition thereto, in each case whether disputed or not and (b) any Liability for the payment of any amounts of the type described in clause (a) of this definition as a result of being a member of an affiliated, consolidated, combined or unitary group for any period, as a result of any tax sharing or tax allocation agreement, arrangement or understanding, or as a result of being liable for another Person's taxes as a transferee or successor, by contract or otherwise.

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

"Treasury Regulations" means the regulations promulgated under the Code.

"U.S. Federal Cannabis Laws" means any applicable U.S. federal law, civil, criminal or otherwise, that prohibit or penalize, the advertising, cultivation, harvesting, production, distribution, sale and possession of Cannabis and/or related substances or products containing or relating to the same, and related activities, including the prohibition on drug trafficking under the Controlled Substances Act (21 U.S.C. § 801, et seq.), the conspiracy statute under 18 U.S.C. § 846, the bar against aiding and abetting the conduct of an offense under 18 U.S.C. § 2, the bar against misprision of a felony (concealing another's felonious conduct) under 18 U.S.C. § 4, the bar against being an accessory after the fact to criminal conduct under 18 U.S.C. § 3, and federal money laundering statutes under 18 U.S.C. §§ 1956, 1957 and 1960.

Schedule A

Purchased Assets

1. All machinery, vehicles, equipment, grow module, and other tangible personal property located at the Lakeland Facility, including as set forth on Annex B.

2. Computer hardware and software located at the Lakeland Facility;

3. All furniture, fixtures, and security equipment located at the Lakeland Facility, and construction in process and tenant improvements made pursuant to the Lakeland Facility Lease;

4. All leasehold interests in and to personal property leased to Seller located at the Lakeland Facility;

For the avoidance of doubt, the Purchased Assets set forth in items #1-4 above shall not include any assets listed on Annex C.

5. The following contracts and agreements (the "Assigned Contracts"):

5.1. The Lakeland Facility Lease;

6. The following Permits, to the extent transferable (the "Assigned Permits"):

6.1. Septic permits or proof of access to municipal sewer if no septic on site

6.2. Well permits or proof of access to municipal water if no well on site

6.3. Certificate of nursery registration from FLDACS

6.4. FLDACS Weighing and Measuring Device Permit

6.5. Florida Department of Environmental Protection – Storage Tank Registration

6.6. Florida Department of Health Radiation Machine Registration

6.7. All certificates of occupancy, certificates of use, business permits or business tax receipts or equivalents pertaining to the site, including the date issued and evidence regarding which portion(s) of the site they pertain to

6.8. City of Lakeland Building Inspection Division – gas, electrical, mechanical and plumbing permits.

6.9. City of Lakeland Building Inspection Division – Elevator certificate of operation.

6.10. Lakeland Fire Department – Sprinkler and Fire Alarm Permits

6.11. Any other required permits for equipment, if applicable

6.12. All GMP certificates issued pertaining to the site, including the date issued and evidence regarding which portion(s) of the site they pertain to.

7. All claims and rights (and benefits arising therefrom) with or against all Persons related to the Purchased Assets, including all rights against suppliers under warranties and indemnities covering any Purchased Assets; and

8. All claims, rights, causes of action, and suits that Seller may have against third parties in connection with the Assumed Liabilities.

Excluded Assets

1. Organizational documents, qualifications to conduct business as a foreign entity, arrangements with registered agents relating to foreign qualifications, taxpayer and other identification numbers, seals, minute books, equity transfer books, blank stock or unit certificates, and other documents relating to the organization, maintenance, and existence of Seller as a corporate entity;
2. The Seller's books and records, including, without limitation, the Seller's tax returns and business and financial records.
3. The Seller's cannabis license to operate in the State of Florida;
4. All machinery and equipment set forth on Annex C.
5. The rights of Seller under this Agreement;
6. All rights to Tax refunds and credits of Seller or any of its Affiliates;
7. Seller's cash and cash equivalents;
8. The Seller Plans and any assets of the Seller Plans; and
9. All contracts listed on Schedule 2.9 of the Disclosure Schedule. Notwithstanding the foregoing, Purchaser, may in its sole discretion between the date of this Agreement and the Closing, deliver written notice to Seller indicating its intent to acquire any contract listed on Schedule 2.9 of the Disclosure Schedule. Such contracts shall then become Purchased Assets.