SECURITIES AND EXCHANGE COMMISSION

FORM 8-K

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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 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): December 3, 2021

Medicine Man Technologies, Inc.

(Exact Name of Registrant as Specified in Its Charter)

Nevada	**001-36868**	**46-5289499**
(State or Other Jurisdiction of Incorporation)	(Commission File Number)	(IRS Employer Identification No.)

4880 Havana Street, Suite 201 **Denver, Colorado**	**80239**
(Address of Principal Executive Offices)	(Zip Code)

(303) 371-0387
(Registrant's Telephone Number, Including Area Code)

Not Applicable
(Former Name or Former Address, if Changed Since Last Report)

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:

Title of Each Class	**Trading Symbol(s)**	**Name of Each Exchange On Which Registered**
Not applicable	Not applicable	Not applicable

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 provided pursuant to Section 13(a) of the Exchange Act. ☒

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Item 1.01. Entry into a Material Definitive Agreement.

Private Placement and Securities Purchase Agreement

On December 3, 2021, Medicine Man Technologies, Inc. (the "Company") and all its direct and indirect subsidiaries (the "Subsidiary Guarantors") entered into a Securities Purchase Agreement (the "Purchase Agreement") with 31 accredited investors (the "Investors") pursuant to which the Company agreed to issue and sell to the Investors 13% senior secured convertible notes due five years after issuance (the "Notes") in an aggregate principal amount of $95,000,000 for an aggregate purchase price of $93,100,000 (reflecting an original issue discount of $1,900,000, or 2%) in a private placement (the "Private Placement"). On December 7, 2021, the Company consummated the Private Placement and issued and sold the Notes. The Company received net proceeds of approximately $92 Million at the closing, after deducting a commission to the placement agent and estimated offering expenses associated with the Private Placement payable by the Company.

The Purchase Agreement contains customary representations, warranties, covenants and indemnification obligations by the Company and the Subsidiary Guarantors. Among other covenants, the Company is required to file a registration statement on or before January 7, 2021 to register the resale of the shares of the Company's common stock, par value of $0.001 per share ("Common Stock"), issuable upon conversion of the Notes, and is required to use its best efforts to keep such registration statement continuously effective until the earlier of (i) the date the securities underlying the Notes are sold pursuant to an effective registration statement or (ii) such time when the securities underlying the Notes no longer constitute Registrable Securities (as defined in the Purchase Agreement). A failure to satisfy the registration requirement will result in the Notes accruing Additional Interest (as defined and described below). The Company has also agreed to use commercially reasonable efforts to list the Common Stock on the NEO Exchange within nine months after the issuance of the Notes.

Three of the Company's directors, Jeffrey Cozad, Jeffrey Garwood and Pratap Mukharji, were Investors in the private placement on the same terms as the other Investors. Also, Marc Rubin, an individual affiliated with CRW Cann Holdings, LLC, an entity controlled by Marc Rubin and Jeffrey Cozad and a significant holder of the Company's Series A Convertible Preferred Stock with the right to designate one director, was an Investor in the private placement on the same terms as the other Investors.

The Benchmark Company, LLC acted as the placement agent for the transaction. At the closing, the Company paid the placement agent an aggregate cash fee of $1,163,750.00 and reimbursed the placement agent's reasonable expenses in connection with the engagement. Additionally, the Company has agreed to indemnify the placement agent against certain liabilities, including liabilities under the Securities Act of 1933, or to contribute to payments the placement agent may be required to make because of those liabilities.

Indenture, Notes and Note Guarantees

The Notes were issued pursuant to an Indenture, dated December 7, 2021, among the Company, the Subsidiary Guarantors, Ankura Trust Company, LLC as trustee and Chicago Atlantic Admin, LLC as collateral agent for the Note holders (the "Indenture"). The Notes will mature five years after issuance unless earlier repurchased, redeemed, or converted. The Notes bear interest at 13% per year paid quarterly commencing March 31, 2022 in cash for an amount equal to the amount payable on such date as if the Notes were subject to an annual interest rate of 9%, with the remainder of the accrued interest payable as an increase to the principal amount of the Notes. The proceeds from the Notes are required to be used to fund previously identified acquisitions and other growth initiatives.

The Company must pay Additional Interest (as defined in the Indenture) at a rate of 0.25% per year if (i) during the period from six months after the Issuance Date and ending on the Free Trade Date (both terms as defined in the Indenture), the Company fails to timely make any filings with the Securities and Exchange Commission ("SEC") pursuant to Sections 13 or 15(d) of the Securities Exchange Act of 1934, as amended, or (ii) the shares of Common Stock issued upon conversion of any Note are not freely tradeable after the Free Trade Date. Additionally, the Company is required to pay Additional Interest if the Company fails to continuously maintain an effective registration statement with the SEC covering the resale of the number of Registrable Securities (as defined in the Purchase Agreement) required to be covered under the terms of the registration right in the Securities Purchase Agreement, which Additional Interest will be payable on the portion of the principal amount of each Note attributable to the number of Registrable Securities required to be covered

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by the registration statement that are not covered. The Company is required to pay default interest at a rate of 15% per year upon the occurrence of an Event of Default (as defined in the Indenture), which will continue to accrue until the Event of Default has been cured or waived pursuant to the terms of the Indenture.

A holder of a Note may convert all or any portion of the Note into shares of Common Stock at any time until the close of business on the business day immediately preceding the maturity date of the Notes, at a conversion price equal to $2.24 per share (the "Conversion Price"). The Conversion Price will be adjusted in the event of any change in the outstanding Common Stock by way of stock subdivision (including a stock split), stock combination, issuance of stock or cash dividends, distributions of other securities or assets and other corporate actions. The number of shares issuable upon conversion of the Notes will be equal to the principal amount of the Note plus accrued interest divided by the conversion price (the "Conversion Rate").

The Company may, at its option, elect to redeem all, but not less than all, of the Notes for cash, subject to certain conditions, at a repurchase price equal to the principal amount of the Notes plus accrued and unpaid interest thereon on such date, plus the greater of: (i) the sum of the present values or the remaining scheduled interest payments that would have been paid on the Notes from the repurchase date to the third anniversary of the Issuance Date or (ii) the lesser of (a) the sum of the present values of the scheduled interest payments that would have been paid (assuming such payments are made in cash) on the Notes from the redemption date through the one-year anniversary of the redemption date or (y) the sum of the present values of the scheduled interest payments that would have been paid (assuming such payments are made in cash) on the Notes from the redemption date through the maturity date. If the Company elects to redeem the Notes, holders of Note may require the Company to convert their Notes in lieu of receiving cash in the redemption.

On the fourth anniversary of the Issuance Date, the Investors will have the right, at their option, to require the Company to repurchase some or all of their Notes for cash in an amount equal to the principal amount of the Notes being repurchased plus accrued and unpaid interest up to the date of repurchase.

On or after the second anniversary of the Issuance Date, the Company may, at its option, convert up to 12.5% of the outstanding Notes each quarter, if (i) the last reported sale price of the Common Stock exceeds 150% of the applicable Conversion Price, (ii) either (a) the Common Stock is listed on a Permitted Exchange (as defined in the Indenture) or (b) the Company's daily volume weighted average price for the Common Stock exceeds $2,500,000, in each case for at least 20 trading days (whether or not consecutive) during any 30 consecutive trading day period (including the last trading day of such period) ending on, and including, the trading day immediately preceding the date of conversion for the Conversion Price plus accrued and unpaid interest and (iii) there is an effective registration statement covering the resale by the holders of the Notes of all Common Stock to be received in such conversion. The Company will be required to pay a Make-Whole Premium (as defined in the Indenture), payable in cash or Common Stock, to the Investors if the Notes are voluntarily converted before the third anniversary of the Issuance Date and the Company's daily volume weighted average price for the Common Stock does not exceed 175% of the Conversion Rate during the five consecutive trading days immediately preceding the date of conversion.

A holder of a Note may not convert a Note, and the Company may not issue shares of Common Stock under such Note if, after giving effect to the conversion and issuance, the holder, together with its affiliates, would beneficially own in excess of 4.9% of the outstanding shares of the Common Stock, subject to exceptions.

Upon the occurrence of a Change of Control (as defined in the Indenture), subject to certain conditions, a holder of a Note may require the Company to repurchase for cash all or any portion of the Note at a repurchase price equal to the principal amount of the Note to be repurchased, plus accrued and unpaid interest thereon, plus the lesser of: (i) the present value of one year of additional interest on such Note, commencing on the date the repurchase price is payable, and (ii the sum of the present values or the remaining scheduled interest payments that would have been paid on such Note from the repurchase date to the maturity date. The Company is not permitted to consolidate, merger with, sell or transfer substantially all of its assets to any other person unless the Company is the surviving corporation or the surviving corporation expressly assumes the obligations under the Indenture by executing a Supplemental Indenture.

Pursuant to the Indenture, commencing on the first anniversary of the Issuance Date, the Company is required to maintain a Consolidated Fixed Charge Coverage Ratio of no less than 1.30 to 1.00 as of the last day of each quarter. Additionally, the Company and the Subsidiary

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Guarantors are required to have at least $10,000,000 in cash (in the aggregate) on the last day of each calendar quarter in deposit accounts for which the collateral agent has a perfected security interest in.

The Indenture includes customary affirmative and negative covenants, including limitations on liens, additional indebtedness, repurchases and redemptions of any equity interest in the Company or any Subsidiary Guarantor, certain investments, and dividends and other restricted payments, and customary events of default.

Under the Indenture, the Company and the Subsidiary Guarantors are restricted from making certain payments, including but not limited to (i) payment of dividends, (ii) repurchase, redemption, retire, or otherwise acquire any equity interest, option, or warrant of the Company or any Subsidiary Guarantor, and (iii) payment to any equity holder of the Company or a Subsidiary Guarantor for services provided pursuant to management, consulting, or other service agreement (the "Restricted Payments") but the Company may declare and pay dividends if payable solely in its own equity, or, in the case of the Subsidiary Guarantors, amounts payable to such subsidiaries with respect to its applicable equity ownership. Provided the Company is not in default under the terms of the Indenture, the Company may make Restricted Payments not otherwise permitted thereunder (i) in an amount not to exceed $500,000 until discharge of the Indenture, or (ii) after the third anniversary of the Issuance Date, so long as the Company's Consolidated Leverage Ratio (as defined in the Indenture) is between 1.00 and 2.25 for the applicable reference period at the time of the Restricted Payment after giving pro forma effect thereto.

The Indenture contains restrictions and limitations on the Company's ability to incur additional debt and grant liens on its assets. The Company and its Subsidiary Guarantors are not permitted to incur additional debt or issue Disqualified Equity Interests (as defined in the Indenture) unless the Company's Consolidated Leverage Ratio is between 1.00 and 2.25 after giving pro forma effect thereto. In addition, the Company is not permitted to grant a senior lien on its assets (excluding acquisition target assets that are identified in the Indenture) to secure indebtedness unless and until (a) at least $80,000,000 of the net proceeds from the Notes (plus the proceeds of certain sale-leaseback transactions) have been used to consummate Permitted Acquisitions prior to the granting of any such lien, and (b) the Consolidated Leverage Ratio for the applicable reference period, calculated on a pro forma basis giving effect to such acquisition and all related transactions, is less than 1.40 to 1.00. The Indenture provides that the Company and its Subsidiary Guarantors may incur debt under certain circumstances, including but not limited to, (i) debt incurred related to certain acquisitions and dispositions, including capital lease obligations and sale-leaseback transactions not to exceed $5,500,000 (plus up to an additional $2,200,000 in connection with certain transactions identified prior to the Issuance Date) in the aggregate at any time, (ii) certain transactions in the ordinary course of business, and (iii) any other unsecured debt not to exceed $1,000,000 at any time.

The amounts due on all of the outstanding Notes will accelerate and become immediately due and payable if the Company or any Subsidiary Guarantor goes into bankruptcy. The Notes are also accelerable at the option of the trustee or at least 25% of the Note holders if any Event of Default occurs and remains uncured, which can be rescinded by the holders of a majority of the aggregate principal of the Notes then outstanding.

The Company issued the Notes in physical form separately from each other and the Notes may be transferred separately immediately thereafter, subject to the terms of the Notes and the Indenture. The Notes will not be listed on any national securities exchange or other trading market.

At the closing, each of the Subsidiary Guarantors executed a Note Guarantee, securing the Company's obligations under the Notes and the Indenture.

Liens and Security Agreement

The Notes are secured by a first lien on the unencumbered assets and a second lien on the encumbered assets of the Company and its subsidiaries. In connection with the closing of the Private Placement, the Company and the Subsidiary Guarantors entered into a Security Agreement in favor of Chicago Atlantic Admin, LLC as the collateral agent (the "Security Agreement"), pursuant to which the Company and the Subsidiary Guarantors granted, in favor of the collateral agent, subject to some exceptions (i) a first priority security interest in all unencumbered assets of the Company and the Subsidiary Guarantors at the time of closing), (ii) a first priority security interest in all assets of the Company and the Subsidiary Guarantors acquired following the closing, and (iii) a second priority security interest in all

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other assets of the Company and the Subsidiary Guarantors that secure indebtedness existing as of the closing of the Private Placement. The Security Agreement includes customary covenants and agreements governing the collateral.

Intercreditor Agreement

In connection with the closing of the Private Placement, the Company and the Subsidiary Guarantors also entered into an Intercreditor Agreement with Chicago Atlantic Admin, LLC as collateral agent for the Note holders, GGG Partners LLC as the collateral agent for the lender under the Loan Agreement, dated February 26, 2021, as amended, Naser Joudeh (as collateral agent for the StarBuds Seller Secured Parties (as defined therein)) and the following secured parties: Colorado Health Consultants LLC, StarBuds Aurora, LLC, SB Arapahoe LLC, StarBuds Commerce City LLC, StarBuds Pueblo LLC, StarBuds Alameda LLC, Citi-Med, LLC, StarBuds Louisville, LLC, Kew LLC, Lucky Ticket LLC, StarBuds Niwot LLC, LM MJC LLC, and Mountain View 44th LLC (the "Intercreditor Agreement"). The Intercreditor Agreement establishes the relative lien priorities between secured parties with respect to the collateral and includes customary covenants and agreements governing the rights, priority, and remedies of such secured parties.

The description of the representations, warranties, covenants, terms and conditions of the Purchase Agreement, the Indenture, the Notes, the Security Agreement and the Intercreditor Agreement (collectively, the "Offering Documents") does not purport to be complete and is qualified in its entirety by the full text of the agreements described above, copies of which are attached as exhibits to this Current Report on Form 8-K.

Limitation of Representations

The description of the Offering Documents and the Private Placement, and the other disclosures included, in this Current Report on Form 8-K are intended to provide stockholders and investors with information regarding the terms of the Offering Documents and the Private Placement, and not to provide stockholders and investors with any other factual information regarding the Company or its subsidiaries or their respective business. You should not rely on the representations and warranties in the Offering Documents or any descriptions thereof as characterizations of the actual state of facts or condition of the Company or any of its subsidiaries or affiliates. Moreover, information concerning the subject matter of the representations and warranties may change after the date of the Private Placement, which subsequent information may or may not be fully reflected in the Company's public disclosures. Other than as disclosed in this Current Report on Form 8-K, as of the date of this Current Report on Form 8-K, the Company is not aware of any material facts that are required to be disclosed under the federal securities laws that would contradict the Company's representations and warranties in the Offering Documents. The Company will provide additional disclosure in its public reports to the extent that it is aware of the existence of any material facts that are required to be disclosed under federal securities laws and that might otherwise contradict the Company's representations and warranties contained in the Offering Documents and will update such disclosure as required by federal securities laws. Accordingly, the Offering Documents should not be read alone, but should instead be read in conjunction with the other information regarding the Company and its subsidiaries that has been, is or will be contained in, or incorporated by reference into, the Forms 10-K, Forms 10-Q, Forms 8-K, proxy statements, registration statements and other documents that the Company files with the Securities and Exchange Commission.

Item 2.03. Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The information set forth in Item 1.01 of this Current Report on Form 8-K is incorporated into this Item 2.03 by reference.

Item 3.02. Unregistered Sales of Equity Securities.

The information set forth in Item 1.01 of this Current Report on Form 8-K is incorporated into this Item 3.02 by reference.

The issuance of the Notes was, and the issuance of the shares of Common Stock issuable upon conversion of the Notes will be, exempt from registration under Securities Act Section 4(a)(2) and Securities Act Rule 506(b). The Investors are sophisticated and represented in writing that they were accredited investors and acquired the securities for their own accounts for investment purposes. Further, the Offering Documents state that the securities in question have not been registered under the Securities Act and cannot be sold or otherwise transferred without registration or an exemption therefrom. A legend will be placed on each Note and a similar legend will be placed on the stock certificates representing shares of Common Stock issued upon conversion of the Notes, subject to the terms of the Offering Documents, referring to the foregoing restrictions.

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Item 3.03. Material Modification to Rights of Security Holders.

The information set forth in Item 1.01 of this Current Report on Form 8-K is incorporated into this Item 3.03 by reference.

Item 7.01. Regulation FD Disclosure.

In connection with the Private Placement, the Company made available certain information about the Company to the Investors. The Company has prepared an investor presentation setting forth some of that information as well as providing an overview of and update on the Company's business, acquisition plan and expected financial performance. A copy of the investor presentation is furnished as Exhibit 99.3 to this Current Report on Form 8-K and is incorporated herein by reference.

The information under Item 7.01 of this Current Report on Form 8-K and the press releases attached as Exhibits 99.1 and 99.2 and the investor presentation attached as Exhibit 99.3 are being furnished by the Company pursuant to Item 7.01. In accordance with General Instruction B.2 of Form 8-K, the information under Item 7.01 of this Current Report on Form 8-K, including Exhibits 99.1, 99.2 and 99.3, shall not be deemed "filed" for the purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or otherwise subject to the liability of that section. In addition, this information shall not be deemed incorporated by reference into any of the Company's filings with the Securities and Exchange Commission, except as shall be expressly set forth by specific reference in any such filing.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
4.1	Indenture, dated December 7, 2021, among Medicine Man Technologies, Inc., the Subsidiary Guarantors, Chicago Atlantic Admin, LLC, in its capacity as collateral agent, and Ankura Trust Company, LLC, as Trustee
4.2	Form of 13% Senior Secured Convertible Note Due December 7, 2026 issued by Medicine Man Technologies, Inc. to each Investor
10.1	Securities Purchase Agreement, dated December 3, 2021, among Medicine Man Technologies, Inc., the Subsidiary Guarantors and the Investors*
10.2	Security Agreement, dated December 7, 2021, entered into by Medicine Man Technologies, Inc. and the Subsidiary Guarantors party thereto, in favor of Chicago Atlantic Admin, LLC, in its capacity as the collateral agent*
10.3	Intercreditor Agreement, dated December 7, 2021, entered into among Medicine Man Technologies, Inc., the Subsidiary Guarantors, Chicago Atlantic Amin, LLC, as collateral agent for the Convertible Notes Secured Parties, GGG Partners LLC, as collateral agent for the Credit Agreement Secured Parties, Naser Joudeh, as collateral agent for the StarBuds Seller Secured Parties, Colorado Health Consultants LLC, StarBuds Aurora LLC, SB Arapahoe LLC, StarBuds Commerce City LLC, StarBuds Pueblo LLC, StarBuds Alameda LLC, Citi-Med, LLC, StarBuds Louisville, LLC, Kew LLC, Lucky Ticket LLC, StarBuds Niwot LLC, LM MJC LLC, and Mountain View 44th LLC*
10.4	Note Guarantee, dated December 7, 2021, entered into by each Subsidiary Guarantor
99.3	Investor Presentation, dated December 7, 2021
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

* Certain Certain information has been redacted pursuant to Instruction 5 to Item 1.01 of Form 8-K and Item 601(a)(6) of Regulation S-K. The Company hereby undertakes to supplementally furnish any redacted information to the Securities and Exchange Commission upon request.

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SIGNATURES

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

MEDICINE MAN TECHNOLOGIES, INC.

By: */s/ Daniel R. Pabon*
Daniel R. Pabon
General Counsel

Date: December 9, 2021

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Exhibit 4.1

MEDICINE MAN TECHNOLOGIES, INC.

AS ISSUER

AND EACH OF THE GUARANTORS PARTY HERETO

13% SENIOR SECURED CONVERTIBLE NOTES DUE DECEMBER 7, 2026

INDENTURE

DATED AS OF DECEMBER 7, 2021

ANKURA TRUST COMPANY, LLC

AS TRUSTEE

AND

CHICAGO ATLANTIC ADMIN, LLC

AS COLLATERAL AGENT

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INDENTURE, dated as of December 7, 2021, among Medicine Man Technologies, Inc., a Nevada corporation (the "**Company**"), the Guarantors (as defined below) party hereto, Ankura Trust Company, LLC ("**ATC**"), as trustee (the "**Trustee**"), registrar, paying agent, and conversion agent, and Chicago Atlantic Admin, LLC ("**CAA**"), as the collateral agent (the "**Collateral Agent**").

WHEREAS, the Company has duly authorized the creation of an issue of $95,000,000 aggregate principal amount of the Company's 13% Senior Secured Convertible Notes due December 7, 2026; and

WHEREAS, the Company and each of the Guarantors has duly authorized the execution and delivery of this Indenture.

NOW, THEREFORE, each party agrees as follows for the benefit of each of the other parties hereto and for the equal and ratable benefit of the Holders (as defined below) of the Company's 13% Senior Secured Convertible Notes due December 7, 2026:

Article 1
DEFINITIONS AND INCORPORATION BY REFERENCE

Section 1.01. *Definitions*.

"**Adjusted Consolidated EBITDA**" means, for any Reference Period, with respect to the Company and its Restricted Subsidiaries on a consolidated basis and without duplication, Consolidated EBITDA *less* the total amount of (a) taxes paid in cash for such period, (b) maintenance capital expenditures for such period, (c) rent payable under leases of real and personal property (whether a capital lease or any other leases) for such period and (d) all license fees paid or payable to any governmental authority for such period.

"**Affiliate**" as to any Person, means any other Person that, directly or indirectly through one or more intermediaries, is in control of, is controlled by, or is under common control with, such Person. For purposes of this definition, "control" of a Person means the power, directly or indirectly, either to (a) vote 10% or more of the securities having ordinary voting power for the election of directors (or persons performing similar functions) of such Person or (b) direct or cause the direction of the management and policies of such Person, whether by contract or otherwise.

"**Applicable Procedures**" means, with respect to any transfer or transaction involving a Global Note or any beneficial interest therein, the rules and procedures of the Depositary for such Note, in each case to the extent applicable to such transfer or transaction and as in effect from time to time.

"**Attributable Debt**" in respect of a sale and leaseback transaction means, at the time of determination, the present value of the obligation of the lessee for net rental payments during the remaining term of the lease included in such sale and leaseback transaction, including any period for which such lease has been extended or may, at the option of the lessor, be extended. Such present value shall be calculated using a discount rate equal to the rate of interest implicit in such transaction, determined in accordance with U.S. GAAP; *provided*, *however*, that if such sale and leaseback transaction results in a Capital Lease Obligation, the amount of Attributable Debt represented thereby will be the amount of liability in respect thereof determined in accordance with the definition of "Capital Lease Obligation."

"**Beneficial Owner**" has the meaning assigned to such term in Rules 13d-3 and 13d-5 under the Exchange Act, except that in calculating the beneficial ownership of any particular person or group, such person or group will be deemed to have beneficial

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ownership of all securities that such person or group has the right to acquire, whether such right is exercisable immediately or only after the passage of time. The terms "**Beneficially Own**" and "**Beneficially Owned**" have a corresponding meaning.

"**Board of Directors**" means the board of directors of the Company or a committee of such board duly authorized to act for it.

"**Board Resolution**" means a copy of one or more resolutions certified by the Secretary or an Assistant Secretary of the Company to have been duly adopted by the Board of Directors and to be in full force and effect on the date of such certification, and delivered to the Trustee and the Collateral Agent.

"**Business Day**" means any day other than a Saturday, a Sunday or a day on which the Federal Reserve Bank of New York or the place of payment is authorized or required by law or executive order to close or be closed.

"**Capital Lease Obligations**" with respect to any Person, means the obligations of such Person to pay rent or other amounts under any lease of (or other arrangement conveying the right to use) real or personal property, or a combination thereof, which obligations are required to be classified and accounted for as capital leases under GAAP on the balance sheet of such Person and the amount of such obligations shall be the capitalized amount thereof determined in accordance with GAAP.

"**Capital Stock**" means, for any entity, any and all shares, interests, rights to purchase, warrants, options, participations or other equivalents of or interests in (however designated) stock issued by that entity.

"**Cash Equivalents**" as to any Person, means (a) securities issued or directly and fully guaranteed or insured by the United States or any agency or instrumentality thereof (provided that the full faith and credit of the United States is pledged in support thereof) having maturities of not more than one year from the date of acquisition by such Person, (b) time deposits and certificates of deposit of any commercial bank having, or which is the principal banking subsidiary of a bank holding company organized under the laws of the United States, any State thereof or the District of Columbia having capital, surplus, and undivided profits aggregating in excess of $500,000,000, having maturities of not more than one year from the date of acquisition by such Person, (c) repurchase obligations with a term of not more than 90 days for underlying securities of the types described in clause (a) above entered into with any bank meeting the qualifications specified in clause (b) above, (d) commercial paper issued by any issuer rated at least A-1 by Standard & Poor's Ratings Services, and any successor thereto or at least P-1 by Moody's Investors Service, Inc., and any successor thereto (or carrying an equivalent rating by a nationally recognized rating agency if both of the two named rating agencies cease publishing ratings of commercial paper issuers generally), and in each case maturing not more than one year after the date of acquisition by such Person, or (e) investments in money market funds substantially all of whose assets are comprised of securities of the types described in clauses (a) through (d) above.

"**Cash Settlement**" means with respect to the Make-Whole Settlement Method applicable to the Make-Whole Premium due upon any conversion of Notes, that the Company shall have elected (or been deemed to have elected), in accordance with Section 10.02(a), to settle its Make-Whole Obligation solely in cash in accordance with Section 10.02(a)(iii)(A)

"**Change of Control**" means (a) the acquisition, directly or indirectly, by any Person or group (within the meaning of Section 13(d)(3) of the Securities Exchange Act of 1934, as amended) of beneficial ownership of more than 50% of the aggregate outstanding voting power of the Equity Interests of a Person entitled to vote for members of the board of directors of such Person (or similar governing body) on a fully-diluted basis or economic power of the Equity Interests of such Person; (b) during any period of two consecutive years, individuals who at the beginning of such period constituted the board of directors of such Person (or similar governing body) (together with any new directors whose election by such Board of Directors or whose nomination for election by the shareholders of such Person was approved by a vote of at least a majority of the directors (or similar) of such Person then still in office who were either directors at the beginning of such period, or whose election or nomination for election was previously approved) cease for any reason to constitute a majority of the board of directors of such Person (or similar governing body); or (c) the Company or a Subsidiary shall cease to have beneficial ownership (as defined in Rule 13d-3 under the Securities Exchange Act of 1934, as amended) of the percentage of the Equity Interests held by such Person in any of its Subsidiaries that is equal to or greater than the percentage of the Equity Interests held by such Person in such Subsidiaries on the Closing Date (other than in connection with any Permitted Acquisition, free and clear of all Liens. If any event occurs, prior to the third anniversary of the Issue Date, that constitutes a Change of Control Transaction as defined in the Certificate of Designation of the Company's Series A Cumulative Convertible Preferred Stock, as

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result of which the Company is required to redeem shares of such Preferred Stock, such event shall also be deemed to constitute a Change of Control for purposes of this Indenture, including Section 3.01 hereof.

"**Change of Control Repurchase Price**" with respect to a Note means an amount calculated by the Company on the date of payment of the Change of Control Repurchase Price equal to:

(a) the principal amount of such Note plus accrued and unpaid interest thereon on such date, plus

(b) the lesser of:

i. the present value, using the Discount Rate, of one year of additional interest on such Note commencing on the date the Change of Control Repurchase Price is payable; or

ii. the sum of the present values, using the Discount Rate, or the remaining scheduled interest payments that would have been paid (assuming such payments are made in cash) on such Note from the Change of Control Repurchase Date to the Maturity Date.

"**Close of Business**" means 5:00 p.m., New York City time.

"**Collateral**" means all property subject or purported to be subject, from time to time, to a Lien under any of the Security Documents.

"**Collateral Agent**" means CAA, acting in the capacity of collateral agent, until a successor replaces it pursuant to the applicable provisions of this Indenture and, thereafter, means such successor.

"**Collateral Agent Fee Letter**" means the fee letter agreement, dated December 3, 2021, between the Company and the Collateral Agent.

"**Combination Settlement**" means with respect to the Make-Whole Settlement Method applicable to the Make-Whole Premium due upon any conversion of Notes, that the Company shall have elected, in accordance with Section 10.02(a), to settle its Make-Whole Obligation in a combination of cash and shares of Common Stock in accordance with Section 10.02(a)(iii)(C).

"**Common Stock**" means the common stock of the Company, par value $0.001 per share, at the date of this Indenture.

"**Company**" means the party named as such in the first paragraph of this Indenture until a successor or assignee replaces it pursuant to the applicable provisions hereof and, thereafter, means the successor or assignee.

"**Company Order**" means a written request or order signed in the name of the Company by any Officer.

"**Consolidated Debt Expense**" means, for any Reference Period, with respect to the Company and its Restricted Subsidiaries on a consolidated basis and without duplication, the sum of (a) total consolidated interest expense (including that portion attributable to capital leases in accordance with GAAP and capitalized interest, premium payments, debt discount, fees, charges, and related expenses with respect to all outstanding Debt of the Company on a consolidated basis, in each case to the extent recognized as an expense in accordance with GAAP during such period), plus (b) scheduled amortization payments or redemptions on Debt of the Company on a consolidated basis for such period.

"**Consolidated EBITDA**" means, for any Reference Period, with respect to the Company and its Restricted Subsidiaries on a consolidated basis and without duplication, Consolidated Net Income for such Reference Period plus, without duplication and only to the extent deducted in calculating Consolidated Net Income for such period, the sum, without duplication, of (a) all interest expense (as expressed in clause (a) of the definition of Consolidated Debt Expense) for such period, (b) the sum of federal, state, local, and foreign income Taxes recognized as an expense in accordance with GAAP during such period, (c) the amount of depreciation and amortization recognized as an expense in accordance with GAAP during such period, (d) any extraordinary, unusual, or non-recurring expenses, losses or charges (including but not limited to non-recurring administrative costs or expenses incurred in opening of any new

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cultivation, processing or dispensary facility, including pre-opening and opening costs and signing, retention and completion bonuses, but excluding lobbying expenses and expenses (including legal expenses) attributable to regulatory matters) recognized as an expense in accordance with GAAP during such period (recognizing that expenses relating to merger or acquisition transactions shall not be considered extraordinary, unusual, or non-recurring for this purpose), (e) any costs or expenses relating to any acquisitions or dispositions, including any break-up fees to the extent any such acquisition is not consummated, legal, accounting, advisory or other transaction-related fees, signing, retention and completion or success bonuses recognized as an expense in accordance with GAAP during such period, and (f) any costs or expenses relating to non-recurring litigation and regulatory matters including investigations by Governmental Authorities recognized as an expense in accordance with GAAP during such period.

"**Consolidated Leverage Ratio**" means, for any Reference Period, the quotient of (a) the aggregate principal amount of all the Debt of the Company and its Restricted Subsidiaries, plus, the aggregate liquidation preference or, if greater, the maximum repurchase price of all Disqualified Equity Interests of the Company, less the aggregate amount of all cash of the Company and its Restricted Subsidiaries held in deposit accounts that constitute Collateral, in each case on the last day of such Reference Period divided by (b) Consolidated EBITDA for such Reference Period.

"**Consolidated Fixed Charge Coverage Ratio**" means, for any Reference Period, the quotient of (a) Adjusted Consolidated EBITDA for such Reference Period divided by (b) Consolidated Fixed Charges for such Reference Period.

"**Consolidated Fixed Charges**" means, for any Reference Period, with respect to the Company and its Restricted Subsidiaries on a consolidated basis and without duplication, the sum of (a) rent payable under leases of real and personal property (whether a capital lease or any other leases) for such period, (b) all license fees paid or payable to any governmental authority for such period and (c) consolidated debt and Disqualified Equity Interest expense (interest, dividends and amortization) for such Reference Period.

"**Consolidated Net Income**" means, for any Reference Period, the consolidated net income (or loss) of the Company and its Restricted Subsidiaries, determined on a consolidated basis in accordance with GAAP.

"**Conversion Make-Whole Share Price**" means the average of the Daily VWAPs during the Observation Period for the relevant Conversion Date.

"**Conversion Settlement Date**" means, for any conversion of Notes and the Conversion Settlement Method applicable to such conversion, the date on which the Company is required to settle its Conversion Obligation pursuant to Section 10.01.

"**Corporate Trust Office**" means the corporate trust office of the Trustee at which the trust created by this Indenture will be administered, which office, as of the Issue Date, is located at 140 Sherman Street, 4th Floor, Fairfield, CT 06824, and may later be located at such other address as the Trustee, upon delivering notice to the Holders, the Paying Agent, the Conversion Agent, the Registrar, the Collateral Agent and the Company, designates.

"**Custodian**" means any receiver, trustee, assignee, liquidator, custodian or similar official under any Debtor Relief Law.

"**Daily VWAP**" means, for any VWAP Trading Day, the per share volume-weighted average price of the Common Stock as displayed under the heading "Bloomberg VWAP" on Bloomberg page "PLX <equity> AQR" (or any successor thereto) in respect of the period from the scheduled open of trading on the principal trading market for the Common Stock to the scheduled close of trading of the primary trading session on such VWAP Trading Day (or if such volume-weighted average price is not available, the market value of one share of Common Stock on such VWAP Trading Day, as the Company reasonably determines in good faith using a volume-weighted average method). The Daily VWAP will be determined without regard to after-hours trading or any other trading outside of the regular trading session trading hours.

"**Debt**" of any Person at any date, without duplication, means (a) all indebtedness of such Person for borrowed money, (b) all obligations of such Person for the deferred purchase price of property or services (other than (i) trade payables and accrued expenses incurred in the ordinary course of business and (ii) any earn-out, purchase price adjustment, or similar obligation until such obligation appears in the liabilities section of the balance sheet of such Person), (c) all obligations of such Person evidenced by notes, bonds, debentures, or other similar instruments, (d) all indebtedness created or arising under any conditional sale or other title retention agreement with respect to property acquired by such Person (even though the rights and remedies of the seller or lender under such

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agreement in the event of default are limited to repossession or sale of such property), (e) all obligations of such Person to purchase, redeem, retire, defease, or otherwise make any payment in respect of any Equity Interests in such Person or any other Person or any warrants, rights, or options to acquire such Equity Interests, valued, in the case of redeemable preferred interests, at the greater of its voluntary or involuntary liquidation preference plus accrued and unpaid dividends, (f) all obligations of such Person, contingent or otherwise, as an account party or applicant under acceptance, letter of credit, or similar facilities in respect of obligations of the kind referred to in subsections (a) through (e) of this definition, (g) all Guaranty Obligations of such Person in respect of obligations of the kind referred to in subsections (a) through (f) above, (h) all obligations secured by (or which the holder of such obligation has an existing right, contingent or otherwise, to be secured by) any Lien on property (including accounts and contract rights) owned by such Person, whether or not such Person has assumed or become liable for the payment of such obligation, and (i) all debt of any partnership, unlimited liability company, or unincorporated joint venture in which such Person is a general partner, member, or a joint venturer, respectively (unless such Debt is expressly made non-recourse to such Person).

"**Debtor Relief Law**" means Title 11 of the United States Code, as amended from time to time, or any similar federal law for the relief of debtors and all other liquidation, bankruptcy, assignment for the benefit of creditors, conservatorship, moratorium, receivership, insolvency, rearrangement, reorganization, or similar debtor relief laws of the US or other applicable jurisdictions in effect from time to time.

"**Default**" means any event which is, or after notice or passage of time or both would be, an Event of Default.

"**Definitive Notes**" means Notes that are in registered definitive non-global form.

"**Depositary**" means DTC; *provided*, that the Company may at any time, upon delivering notice to the Holders, the Company, the Trustee, the Registrar, the Paying Agent and the Conversion Agent, appoint a successor Depositary.

"**Discount Rate**" means as of any date (a) the yield for two-year U.S. Treasury bills in secondary market trading for the fifth Business Day immediately preceding such date as displayed opposite the caption "U.S. government securities—Treasury bills (secondary market)—2-year" on the "H.15" weekly release or daily update, as applicable, for such Business Day published by the Federal Reserve System Board of Governors (or its successor) (or its equivalent successor if such weekly release or daily update, as applicable, is not available) *plus* (b) 0.05%; provided, that if such yield is unavailable, the "Discount Rate" will be the average of the secondary market bid rates of at least three nationally recognized independent investment banking firms selected by the Company for this purpose and may include the investment banking firm selected by the Company to determine the Make-Whole Premium or Redemption Price, as applicable, as of 3:30 p.m., New York City time, on that Business Day for the issue of U.S. Treasury bills with a remaining maturity closest to two years.

"Disposition" or **"Dispose"** means the sale, transfer, license, lease, or other disposition (whether in one transaction or in a series of transactions, and including any sale and leaseback transaction) of any property (including, without limitation, any Equity Interests) by any Person (or the granting of any option or other right to do any of the foregoing), including any sale, assignment, transfer, or other disposal, with or without recourse, of any notes or accounts receivable or any rights and claims associated therewith.

"**Disqualified Equity Interest**" means with respect to any Person, any Capital Stock of such Person which by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable) at the option of the holder or upon the happening of any event:

(1) matures or is mandatorily redeemable pursuant to a sinking fund obligation or otherwise;

(2) is convertible or exchangeable for Debt or Disqualified Equity Interests (excluding Capital Stock which is convertible or exchangeable solely at the option of the Company or a Restricted Subsidiary); or

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(3) is redeemable at the option of the holder of the Capital Stock, in whole or in part,

in each case on or prior to the date that is 91 days after the earlier of (a) the Stated Maturity of the Notes or (b) the date on which there are no Notes outstanding, provided that only the portion of Capital Stock which so matures or is mandatorily redeemable, is so convertible or exchangeable or is so redeemable at the option of the holder thereof prior to such date will be deemed to be Disqualified Equity Interests.

"**DTC**" means The Depository Trust Company.

"**Effective Date**" means the first date on which shares of the Common Stock trade on the applicable exchange or in the applicable market, regular way, reflecting the relevant share split or share combination, as applicable.

"**Equity Interests**" means any and all shares, interests, participations, or other equivalents (however designated) of capital stock of a corporation, any and all equivalent ownership (or profit) interests in a Person (other than a corporation), securities convertible into or exchangeable for shares of capital stock of (or other ownership or profit interests in) such Person, and any and all warrants, rights, or options to purchase any of the foregoing, whether voting or nonvoting, and whether or not such shares, warrants, options, rights, or other interests are authorized or otherwise existing on any date of determination.

"**Ex-Dividend Date**" means the first date on which shares of the Common Stock trade on the applicable exchange or in the applicable market, regular way, without the right to receive the issuance, dividend or distribution in question, from the Company or, if applicable, from the seller of Common Stock on such exchange or market (in the form of due bills or otherwise) as determined by such exchange or market. For the avoidance of doubt, any alternative trading convention on the applicable exchange or market in respect of the Common Stock under a separate ticker symbol will not be considered "regular way" for this purpose.

"**Exchange Act**" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"**Excluded Assets**" has the meaning assigned to such term in the Security Agreement.

"**Fair Market Value**" means the value that would be paid by a willing buyer or licensor to an unaffiliated willing seller or licensee in a transaction not involving distress or necessity of either party, determined in good faith by (unless otherwise provided in this Indenture) the Board of Directors.

"**Fee Letter**" means the fee letter agreement, dated November 11, 2021, between the Company and ATC.

"**Form of Notice of Conversion**" means the form of "Conversion Notice" attached as Attachment 1 to the Form of Note attached hereto as Exhibit A.

"**Four Year Repurchase Date"** means December 7, 2025.

"**Four Year Repurchase Price**" means with respect to a Note on the Four Year Repurchase Date, the principal amounts of such Note plus accrued and unpaid interest thereon on such date.

"**Free Trade Date**" means with respect to a Holder that is not an "affiliate" (as defined in Rule 144) of the Company and that has not been an "affiliate" (as defined in Rule 144) of the Company during the immediately preceding three-month period, the date that is one year after the Issue Date, or such later date as such Holder may sell, assign or otherwise transfer such Note pursuant to Rule 144 without restriction or limitation, including without the requirement to be in compliance with the informational requirement of Rule 144(c)(1). The Free Trade Date with respect to any shares of Common Stock issued upon conversion of any Notes or otherwise in respect of any Notes shall be the same as the Free Trade Date of such Notes, or such later date required by Rule 144.

"**Freely Tradable**" means, with respect to any Notes or any shares of the Common Stock issuable upon conversion of the Notes, that such Notes or such shares of Common Stock, as the case may be, are eligible to be offered, sold or otherwise transferred pursuant to Rule 144 or otherwise by a Person that is not an "affiliate" (as defined in Rule 144) of the Company and that has not been an "affiliate" (as defined in Rule 144) of the Company during the immediately preceding three-month period without any volume or manner of sale restrictions under the Securities Act and without the requirement to be in compliance with Rule 144(c)(1) and in the case

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of the Notes, do not bear the Restricted Notes Legend and, in the case of shares of Common Stock, do not bear the Restricted Stock Legend, and with respect to Global Notes only, in compliance with the Applicable Procedures and the terms of this Indenture.

"**GAAP**" means generally accepted accounting principles in the United States set forth in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or such other principles as may be approved by a significant segment of the accounting profession in the United States, that are applicable to the circumstances as of the date of determination, consistently applied.

"**Global Note**" means a permanent global note that is in the form of the Note attached hereto as Exhibit A and that is registered in the name of the Depositary or the nominee of the Depositary and deposited with the Depositary, the nominee of the Depositary or a custodian appointed by the Depositary or the nominee of the Depositary.

"**Global Notes Legend**" means the legend identified as such in Exhibit A hereto.

The term "**guarantee**" means a guarantee, other than by endorsement of negotiable instruments for collection in the ordinary course of business, direct or indirect, in any manner including, without limitation, by way of a pledge of assets or through letters of credit or reimbursement agreements in respect thereof, of all or any part of any Debt (whether arising by virtue of partnership arrangements, or by agreements to keep-well, to purchase assets, goods, securities or services, to take or pay or to maintain financial statement conditions or otherwise).

"**Guaranty Obligation**" as to any Person, means any obligation, contingent or otherwise, of such Person guaranteeing or having the effect of guaranteeing any Debt of another Person.

"**Governmental Authority**" means the government of any nation or any political subdivision thereof, whether at the national, state, territorial, provincial, municipal, or any other level, and any agency, authority, instrumentality, regulatory body, court, central bank, or other entity exercising executive, legislative, judicial, taxing, regulatory, or administrative powers or functions of, or pertaining to, government.

"**Guarantors**" means any Restricted Subsidiary that executes a Note Guarantee in accordance with the provisions of this Indenture, and its respective successors and assigns, in each case, until the Note Guarantee of such Person has been released or such Person becomes an Unrestricted Subsidiary in accordance with the provisions of this Indenture.

"**Holder**" or "**Holders**" means a Person or Persons in whose name a Note is registered in the Register.

"**Identified Acquisition Target Assets**" means (i) each of the acquisition assets identified to the initial purchasers of the Notes as Brow, Drift, Colt, Mission, Nuevo, and (ii) other Permitted Acquisitions until $80 million of cash has been spent for Permitted Acquisitions after the Issue Date.

"**Indenture**" means this Indenture, as amended or supplemented from time to time in accordance with the terms hereof.

"**Intellectual Property**" means, with respect to any Person, all intellectual property and proprietary rights in any jurisdiction throughout the world, and all corresponding rights, presently or hereafter existing, including: (a) all inventions (whether or not patentable or reduced to practice), all improvements thereto, and all patents, patent applications, industrial designs, industrial design applications, and patent disclosures, together with all reissues, continuations, continuations-in-part, revisions, divisionals, extensions, and reexaminations in connection therewith; (b) all trademarks, trademark applications, tradenames, servicemarks, servicemark applications, trade dress, logos and designs, business names, company names, Internet domain names, and all other indicia of origin, all applications, registrations, and renewals in connection therewith, and all goodwill associated with any of the foregoing; (c) all copyrights and other works of authorship, mask works, database rights and moral rights, and all applications, registrations, and renewals in connection therewith; (d) all trade secrets and proprietary knowhow and confidential information (including technical data, customer and supplier lists, manufacturing processes, pricing and cost information, and business and marketing plans and proposals); (e) all software (including source code, executable code, data, databases, and related documentation); (f) all rights of privacy and publicity, including rights to the use of names, likenesses, images, voices, signatures and biographical information of real persons; and (g)

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goodwill associated with any of the foregoing, together with any rights to sue for past, present and future infringement of the same and the goodwill associated therewith.

"**Intercreditor Agreement**" means the Intercreditor Agreement dated as of the Issue Date among the Company, the Guarantors, the Collateral Agent, GGG Partners, LLC, as Credit Agreement Collateral Agent, the StarBuds Seller Secured Parties party thereto, and Naser Joudeh, as Collateral Agent for the StarBuds Seller Secured Parties (as amended, restated, supplemented, substituted, replaced or otherwise modified from time to time in accordance with the terms thereof and under this Indenture).

"**Issue Date**" means the date of this Indenture, as set forth in the preamble hereto.

"**Last Reported Sale Price**" of the Common Stock on any date means the closing sale price per share (or if no closing sale price is reported, the average of the bid and ask prices or, if more than one in either case, the average of the average bid and the average ask prices) on that date as reported in composite transactions for the principal U.S. national or regional securities exchange on which the Common Stock is traded. If the Common Stock is not listed for trading on a U.S. national or regional securities exchange on the relevant date, the "**Last Reported Sale Price**" shall be the last quoted bid price for the Common Stock in the over-the-counter market on the relevant date as reported by OTC Markets Group Inc. or a similar organization. If the Common Stock is not so quoted, the "**Last Reported Sale Price**" shall be the average of the mid-point of the last bid and ask prices for the Common Stock on the relevant date from each of at least three nationally recognized independent investment banking firms selected by the Company for this purpose.

"**Lien**" means any mortgage, pledge, hypothecation, assignment (as security), deposit arrangement, encumbrance, lien (statutory or other), charge, or other security interest, or any preference, priority, or other security agreement or preferential arrangement of any kind or nature whatsoever having substantially the same economic effect as any of the foregoing (including any conditional sale or other title retention agreement and any capital lease).

"**Make-Whole Premium**" means, with respect to a Conversion Amount, an amount equal to the sum of the present values (with each such present value computed by a nationally recognized independent investment banking firm selected by the Company for this purpose using the Discount Rate of (i) subject to the immediately succeeding clause (ii), the remaining scheduled interest payments that would have been paid (assuming such payments are made in cash) with respect to the principal of the Note related to such Conversion Amount from the related Conversion Settlement Date to the earlier of the Maturity Date or the date that is one year after such Conversion Settlement Date; or (ii) if the Conversion Date for such Note occurs after the Regular Record Date with respect to an Interest Payment Date and prior to such Interest Payment Date, the remaining scheduled interest payments that would have been paid (assuming such payments are made in cash) on such Note from such Interest Payment Date to the earlier of the Maturity Date and the date that is one year after such Interest Payment Date.

"**Non-Recourse Debt**" means Debt:

(a) as to which none of the Company and the Restricted Subsidiaries (i) provides credit support of any kind (including any undertaking, agreement or instrument that would constitute Debt), (ii) is directly or indirectly liable as a guarantor or otherwise, or (iii) constitutes the lender, except, in each case, to the extent not prohibited by Section 4.15;

(b) no default with respect to which would permit upon notice, lapse of time or both any holder of any other Debt of the Company or a Restricted Subsidiary to declare a default on such other Debt or cause the payment of the Debt to be accelerated or payable prior to its Stated Maturity; and

(c) as to which the lenders have been notified in writing that they will not have any recourse to the Equity Interests or assets of the Company or any Restricted Subsidiary, except as set forth above.

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"**Note Documents**" means, collectively, this Indenture, the Notes, the Fee Letter, the Collateral Agent Fee Letter, the Note Guarantees, the Security Documents, the Intercreditor Agreement and all other documents and instruments executed and delivered in connection herewith, in each case as such agreements may be amended, restated, supplemented or otherwise modified from time to time.

"**Note Guarantees**" means the guarantees by each Guarantor of the Company's Obligations under this Indenture and the Notes, as set forth in this Indenture.

"**Note Liens**" means all Liens in favor of the Collateral Agent on Collateral securing the Obligations of the Company under this Indenture and the Notes.

"**Note Obligations**" means the Obligations of the Company and the other obligors (including the Guarantors) under this Indenture and the other Note Documents to pay principal, premium, if any, and interest (including any interest, fees, and expenses accruing after the commencement of bankruptcy or insolvency proceedings, whether or not allowed or allowable as a claim in such proceedings) when due and payable, and all other amounts due or to become due under or in connection with the Note Documents and the performance of all other Note Obligations of the Company and the Guarantors under the Note Documents, according to the respective terms thereof.

"**Notes**" means any of the Company's 13% Senior Secured Convertible Notes due December 7, 2026 issued under this Indenture.

"**Obligations**" means any principal, interest (including interest accruing on or after the filing of any petition in bankruptcy or for reorganization, whether or not a claim for post-filing interest is allowed in such proceeding), penalties, fees, expenses, indemnifications, reimbursements (including, without limitation, reimbursement obligations with respect to letters of credit and bankers' acceptances), damages and other liabilities, and guarantees of payment of such principal, interest, penalties, fees, expenses, indemnifications, reimbursements, damages and other liabilities, payable under the documentation governing any Debt.

"**Observation Period**" means, for any Note, the 20 consecutive VWAP Trading Day period beginning on, and including, the second VWAP Trading Day immediately following the Conversion Date for such Note.

"**Officer**" means the Chairman of the Board, the Vice Chairman, the Chief Executive Officer, the President, the Chief Financial Officer, any Executive Vice President, any Senior Vice President, any Vice President, the Chief Accounting Officer, the Treasurer or the Secretary of the Company or any Guarantor, as applicable.

"**Officers' Certificate**" means a written certificate containing the information specified in Section 14.02 and Section 14.03 hereof, signed in the name of the Company, or any Guarantor, as applicable, by any two Officers, and delivered to the Trustee and the Collateral Agent; *provided* that, if such certificate is given pursuant to Section 4.05 hereof, (i) one of the Officers signing such certificate must be the Chief Financial Officer or the Chief Accounting Officer of the Company and (ii) such certificate need not contain the information specified in Section 14.02 and Section 14.03 hereof.

"**Open of Business**" means 9:00 a.m., New York City time.

"**Opinion of Counsel**" means a written opinion containing the information specified in Section 14.02 and Section 14.03 hereof, from legal counsel who is reasonably satisfactory to the Trustee and the Collateral Agent. The counsel may be an employee of, or counsel to, the Company who is reasonably satisfactory to the Trustee and the Collateral Agent.

"**Order**" means any judgment, decree, verdict, order, consent order, consent decree, writ, declaration or injunction.

"**Permitted Business**" means any business conducted by the Company or a Subsidiary on the Issue Date and any business that, in the good faith judgment of the Board of Directors, is similar or reasonably related, ancillary, supplemental or complementary thereto or a reasonable extension, development or expansions thereof.

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"**Permitted Exchange**" means any of The New York Stock Exchange, The NYSE MKT, the NASDAQ Global Market, the NASDAQ Capital Market or the NASDAQ Global Select Market (or any of their respective successors).

"**Permitted Acquisitions**" means the purchase or acquisition by the Company or any Restricted Subsidiary of 100% of the Equity Interests of any Person or substantially all of the assets of a line of business of a Person, which Person is engaged in or used in only businesses of the type conducted by the Company and its Restricted Subsidiaries on the date hereof, or businesses reasonably related thereto.

"**Permitted Investments**" means the Investments permitted under Sections 4.17(a)-(n).

"**Person**" means any individual, sole proprietorship, corporation, limited liability company, trust, joint venture, association, company, partnership, unincorporated organization, public benefit corporation, firm, joint stock company, estate Governmental Authority, or other entity.

"**Physical Settlement**" means with respect to the Make-Whole Settlement Method applicable to the Make-Whole Premium due upon any conversion of Notes, that the Company shall have elected, in accordance with Section 10.02(a), to settle its Make-Whole Obligation solely in shares of Common Stock in accordance with Section 10.02(a)(iii)(B).

"**Publicly Traded Securities**" means shares of common stock traded on a Permitted Exchange.

"**Qualified Restricted Subsidiary**" means a Restricted Subsidiary that is directly or indirectly wholly owned by the Company and formed after the Issue Date and all of the assets of which, and all of the Equity Interests in which, constitute Priority Convertible Notes Collateral (as defined in the Intercreditor Agreement).

"**Record Date**" means, with respect to any dividend, distribution or other transaction or event in which the holders of Common Stock (or other applicable security) have the right to receive any cash, securities or other property or in which the Common Stock (or such other security) is exchanged for or converted into any combination of cash, securities or other property, the date fixed for determination of holders of the Common Stock (or such other security) entitled to receive such cash, securities or other property (whether such date is fixed by the Board of Directors, by statute, by contract or otherwise).

"**Redemption Notice Date**" means the date on which the Company delivers to Holders, the Trustee and the Collateral Agent a Redemption Notice pursuant to Section 11.02(a).

"**Redemption Price**" means with respect to a Note on a Redemption Date an amount calculated by the Company equal to:

(a) the principal amounts of such Note plus accrued and unpaid interest thereon on such date, plus

(b) the greater of:

i. the sum of the present values, using the Discount Rate, of the scheduled interest payments that would have been paid (assuming such payments are made in cash) on such Note from the Redemption Date through the three-year anniversary of the Issue Date; or

ii. the lesser of (x) the sum of the present values, using the Discount Rate, of the scheduled interest payments that would have been paid (assuming such payments are made in cash) on such Note from the Redemption Date through the one-year anniversary of the Redemption Date or (y) the sum of the present values, using the Discount Rate (of the scheduled interest payments that would have been paid (assuming such payments are made in cash) on such Note from the Redemption Date through the Maturity Date.

"**Reference Period**" means on any date of determination (beginning fiscal quarter ending December 31, 2022), the most recently completed four consecutive calendar quarters on or immediately prior to such date for which financial statements of the Company are available.

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"**Restricted Investment**" means an Investment other than a Permitted Investment.

"**Restricted Notes Legend**" means the legend identified as such set forth in Exhibit A hereto, or any other similar legend indicating the restricted status of the Notes under Rule 144.

"**Restricted Stock Legend**" means a legend in the form set forth in Exhibit C hereto or any other similar legend indicating the restricted status of the Common Stock under Rule 144.

"**Restricted Subsidiary**" means any Subsidiary of the Company other than an Unrestricted Subsidiary. Any reference to a "**Subsidiary**" of the Company herein means a Restricted Subsidiary unless such Subsidiary is specifically stated to be an Unrestricted Subsidiary.

"**Rule 144**" means Rule 144 under the Securities Act (or any successor provision), as it may be amended from time to time.

"**Rule 144A**" means Rule 144A under the Securities Act (or any successor provision), as it may be amended from time to time.

"**Scheduled Trading Day**" means a day that is scheduled to be a Trading Day on the principal U.S. national or regional securities exchange or market on which the Common Stock is listed or admitted for trading. If the Common Stock is not so listed or admitted for trading, "**Scheduled Trading Day**" means a Business Day.

"**SEC**" means the Securities and Exchange Commission.

"**Secured Parties**" has the meaning set forth in the Security Agreement.

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

"**Securities Purchase Agreement**" means the Securities Purchase Agreement, dated December 3, 2021, among the Company, the Guarantors and the Holders, pursuant to which the Company issued the Notes.

"**Security Agreement**" means the Security Agreement that the Company, Guarantors, and the Collateral Agent will execute and deliver in connection with the execution of the Note Documents, as amended, modified, restated, supplemented or replaced from time to time in accordance with this Indenture and the terms thereunder.

"**Security Documents**" means the Security Agreement and all security agreements, pledge agreements, collateral assignments, mortgages, deeds of trust, collateral agency agreements, control agreements or other grants or transfers for security executed and delivered by the Company or any other Guarantor creating (or purporting to create) a Lien upon Collateral in favor of the Collateral Agent, in each case, as amended, modified, renewed, restated or replaced, in whole or in part, from time to time, in accordance with this Indenture and the terms thereunder.

"**Share Make-Whole Premium Number**" means, with respect to any Conversion Date, a number of shares of Common Stock equal to (a) (i) the Make-Whole Premium minus (ii) the applicable Cash Make-Whole Premium Amount divided by (b) the applicable Conversion Make-Whole Share Price; *provided* that, if the Make-Whole Premium is less than or equal to the Cash Make-Whole Premium Amount, the Share Make-Whole Premium Number shall be zero.

"**Stated Maturity**" means, with respect to any installment of interest or principal on any series of Debt, the date on which the payment of interest or principal, as applicable, was scheduled to be paid in the documentation governing such Debt, and will not include any contingent obligations to repay, redeem or repurchase any such interest or principal prior to the date originally scheduled for the payment thereof; *provided*, *however*, that, with respect to Section 4.12, the Stated Maturity of any Existing Debt shall be the Stated Maturity as of the Issue Date or a later date to the extent the documents governing such Debt shall have been amended or modified to provide for such later date.

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"**Stockholder Approval**" means the requisite approval required under the Company's Amended and Restated Articles of Incorporation to consummate the transactions contemplated by this Indenture and the Note Documents.

"**Subsidiary**" means, with respect to any specified Person:

(a) any corporation, association or other business entity of which more than 50% of the total voting power of shares of Capital Stock entitled (without regard to the occurrence of any contingency and after giving effect to any voting agreement or stockholders' agreement that effectively transfers voting power) to vote in the election of directors, managers or trustees of the corporation, association or other business entity is at the time owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of such Person (or a combination thereof); and

(b) any partnership (a) the sole general partner or the managing general partner of which is such Person or a Subsidiary of such Person or (b) the only general partners of which are such Person or one or more Subsidiaries of such Person (or any combination thereof) to the extent such partnership is included in the consolidated financial statements of such Person.

References to a Subsidiary or Subsidiaries mean a Subsidiary or Subsidiaries of the Company unless the context otherwise requires.

"**Termination of Trading**" means the Common Stock (or other Reference Property into which the Notes are then convertible) ceases to be listed or quoted on any Permitted Exchange.

"**TIA**" means the Trust Indenture Act of 1939 as in effect on the Issue Date; *provided*, *however*, that if the TIA is amended after such date, TIA means, to the extent required by any such amendment, the TIA as so amended.

"**Trading Day**" means a day on which (i) trading in the Common Stock (or other security for which a Last Reported Sale Price must be determined) generally occurs on The NYSE MKT or, if the Common Stock (or such other security) is not then listed on The NYSE MKT, on the principal other U.S. national or regional securities exchange on which the Common Stock (or such other security) is then listed or, if the Common Stock (or such other security) is not then listed on a U.S. national or regional securities exchange, on the principal other market on which the Common Stock (or such other security) is then traded and (ii) a Last Reported Sale Price for the Common Stock (or such other security) is available on such securities exchange or market; *provided*, that if the Common Stock (or such other security) is not so listed or traded, "**Trading Day**" means a Business Day.

"**Transfer**" means, with respect to any Restricted Note or share of Common Stock that bears, or is required to bear, the Restricted Stock Legend, any sale, pledge, transfer, loan, hypothecation or other disposition of such Restricted Note or share of Common Stock, as the case may be.

"**Transfer Agent**" means, initially, Global Transfer, LLC, in its capacity as the transfer agent for the Common Stock, and any successor entity acting in such capacity.

"**Trust Officer**" means any officer within the corporate trust department of the Trustee (or any successor group of the Trustee) with direct responsibility for the administration of this Indenture and also means, with respect to a particular corporate trust matter hereunder, any other officer of the Trustee to whom such matter is referred because of his or her knowledge of and familiarity with the particular subject.

"**Trustee**" means the party named as the "Trustee" in the first paragraph of this Indenture until a successor replaces it pursuant to the applicable provisions of this Indenture and, thereafter, means such successor. The foregoing sentence will likewise apply to any such subsequent successor or successors.

"**UCC**" means the New York Uniform Commercial Code as in effect from time to time.

"**VWAP Market Disruption Event**" means, with respect to any date, (i) the failure by the principal U.S. national or regional securities exchange on which the Common Stock is then listed, or, if the Common Stock is not then listed on a U.S. national or regional securities exchange, the principal other market on which the Common Stock is then traded, to open for trading during its regular trading session on such date; or (ii) the occurrence or existence, for more than one half hour period in the aggregate, of any suspension or limitation imposed on trading (by reason of movements in price exceeding limits permitted by the relevant exchange or otherwise) in the Common Stock or in any options contracts or future contracts relating to the Common Stock, and such suspension or limitation occurs or exists at any time before 1:00 p.m., New York City time, on such date.

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"**VWAP Trading Day**" means a day during which (i) trading in the Common Stock generally occurs on the principal U.S. national or regional securities exchange or market on which the Common Stock is listed or admitted for trading and (ii) there is no VWAP Market Disruption Event. If the Common Stock is not so listed or traded, then "VWAP Trading Day" means a Business Day.

Section 1.02. *Other Definitions*.

Term Section:	**Defined in:**
"**Act**"	Section 1.04
"**Additional Interest**"	Section 4.04(a)
"**Additional Registration Statement**"	Section 4.04(a)
"**Agent Members**"	Section 2.02(c)
"**Aggregate Payments**"	Section 12.01(e)
"**Aggregated Person**"	Section 10.02
"**Applicable Law**"	Section 14.14
"**Calculation Date**"	Section 1.01
"**Cash Make-Whole Premium Amount**"	Section 10.02(a)(i)
"**CERCLA**"	Section 13.02(p)
"**Change of Control Company Notice**"	Section 3.01(a)
"**Change of Control Repurchase Date**"	Section 3.01(a)(v)
"**Change of Control Repurchase Notice**"	Section 3.01(b)(i)
"**Contributing Guarantors**"	Section 12.01(e)
"**Conversion Amount**"	Section 10.01(a)
"**Conversion Agent**"	Section 2.06(a)
"**Conversion Date**"	Section 10.01(c)
"**Conversion Obligation**"	Section 10.01
"**Conversion Price**"	Section 10.01(a)
"**Conversion Rate**"	Section 10.01
"**Default Interest**"	Section 2.04(d)
"**Defaulted Amount**"	Section 2.04(d)
"**Designation**"	Section 4.29(a)
"**Designation Amount**"	Section 4.29(a)
"**Event of Default**"	Section 6.01
"**Fair Share**"	Section 12.01(e)
"**Fair Share Contribution Amount**"	Section 12.01(e)
"**Four Year Company Notice**"	Section 3.02(a)
"**Four Year Repurchase Date**"	Section 3.02(a)
"**Four Year Repurchase Notice**"	Section 3.02(b)
"**Funding Guarantor**"	Section 12.01(e)
"**Interest Payment Date**"	Section 2.04(a)
"Investments"	Section 4.17
"**Make-Whole Exception**"	Section 10.02
"**Make-Whole Obligation**"	Section 10.02(a)
"**Make-Whole Settlement Method**"	Section 10.02(a)(iii)
"**Maturity Date**"	Section 2.04(a)
"**Merger Event**"	Section 10.07(a)
"**Moody's**"	Section 1.01
"**Notice of Conversion**"	Section 10.01(b)
"**Optional Redemption**"	Section 11.01
"**Paying Agent**"	Section 2.06(a)
"**Permitted Debt"**	Section 4.14(b)

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"**Redemption Date**"	Section 11.02(a)
"**Redemption Notice**"	Section 11.02(a)
"**Redesignation**"	Section 4.29(d)
"**Reference Property**"	Section 10.07(a)
"**Register**"	Section 2.06(a)
"**Registrar**"	Section 2.06(a)
"**Registration Failure**"	Section 4.04(a)
"**Regular Record Date**"	Section 2.04(a)
"**Reorganization Event**"	Section 5.01
"**Reorganization Successor Corporation**"	Section 5.01(a)(ii)
"**Repurchase Date**"	Section 3.03(b)
"**Repurchase Notice**"	Section 3.03(a)
"**Repurchase Price**"	Section 3.03(a)
"**Restricted Note**"	Section 2.10(a)(i)
"**Restricted Ownership Conversion Blocker**"	Section 10.13
"**Restricted Ownership Percentage**"	Section 10.13
"**Restricted Payments**"	Section 4.12(a)
"**S&P**"	Section 1.01
"**Settlement Notice**"	Section 10.02(a)(i)
"**Temporary Notes**"	Section 2.12
"**unit of Reference Property**"	Section 10.07(a)
"**Unrestricted Subsidiary**"	Section 4.29(a)

Section 1.03. *Rules of Construction*. Unless the context requires otherwise:

(1) a term has the meaning assigned to it;

(2) an accounting term not otherwise defined has the meaning assigned to it and will be construed in accordance with U.S. GAAP;

(3) "**or**" is not exclusive;

(4) "**including**" means including, without limitation;

(5) words in the singular include the plural, and words in the plural include the singular;

(6) all references to $, dollars, cash payments or money refer to United States currency; and

(7) all references to interest on the Notes (a) will include any Additional Interest payable pursuant to Section 4.04 hereof, but (b) for the avoidance of doubt, will not include any Default Interest payable on a Defaulted Amount pursuant to Section 2.04 hereof.

Section 1.04. *Acts of Holders*. Any request, demand, authorization, direction, notice, consent, waiver or other action provided by this Indenture to be given or taken by Holders may be embodied in and evidenced by one or more instruments of substantially similar tenor signed by such Holders in person or by an agent duly appointed in writing; and, except as herein otherwise expressly provided, such action will become effective when such instrument or instruments are delivered to the Trustee, the Collateral Agent and to the Company. Such instrument or instruments (and the action embodied therein and evidenced thereby) are herein sometimes referred to as the "**Act**" of Holders signing such instrument or instruments. Proof of execution of any such instrument will be sufficient for any purpose of this Indenture and conclusive in favor of the Trustee, the Collateral Agent and the Company, if made in the manner provided in this Section 1.04.

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The fact and date of the execution by any Person of any such instrument or writing may be proved by the affidavit of a witness of such execution or by a certificate of a notary public or other officer authorized by law to take acknowledgments of deeds, certifying that the individual signing such instrument or writing acknowledged to such officer the execution thereof. Where such execution is by a signer acting in a capacity other than such signer's individual capacity, such certificate or affidavit will also constitute sufficient proof of such signer's authority. The fact and date of the execution of any such instrument or writing, or the authority of the Person executing the same, may also be proved in any other manner that the Trustee and the Collateral Agent deem sufficient.

Any request, demand, authorization, direction, notice, consent, waiver or other Act of the Holder of any Note will bind every future Holder of the same Note and the Holder of every Note issued upon the registration of transfer thereof or in exchange therefor or in lieu thereof in respect of anything done, omitted or suffered to be done by the Trustee, the Collateral Agent, the Company, the Paying Agent, the Conversion Agent or the Registrar in reliance thereon, whether or not notation of such action is made upon such Note.

Article 2
THE NOTES

Section 2.01. *Designation, Amount and Issuance of Notes*. The Notes will be designated as "13% Senior Secured Convertible Notes due December 7, 2026." The aggregate principal amount of Notes to be issued, authenticated and delivered on the Issue Date is $95,000,000. From time to time, the Company may issue and execute, and the Trustee may authenticate, upon receipt of a Company Order, Notes delivered upon registration of transfer of, or in exchange for, or in lieu of, other Notes pursuant to Section 2.09, Section 2.11, Section 2.12 or Section 10.01(d) hereof, or delivered upon any redemption or repurchase of Notes and representing the un-redeemed or un-repurchased portion thereof.

Section 2.02. *Form of Notes*.

(a) *General*. The Notes will be substantially in the form of Exhibit A hereto, but may include any notations, legends or endorsements required by any applicable law (or regulation promulgated thereunder), stock exchange rule or usage, or any insertions, omissions or other variations otherwise permitted or required by this Indenture. Whenever any such notation, legend or endorsement, or any such insertion, omission or other variation is applicable to a Note, the Company will provide such notation, legend or endorsement, or such insertion, omission or other variation to the Trustee in writing.

Each Note will bear a Trustee's certificate of authentication substantially in the form set forth in Exhibit A hereto.

Notes that are Global Notes will bear the Global Notes Legend and the "Schedule of Increases and Decreases of Global Note" attached thereto.

Notes that are Restricted Notes will bear the Restricted Notes Legend.

The terms and provisions contained in the Notes will constitute, and are hereby expressly made, a part of this Indenture and, to the extent applicable, the Company, the Guarantors, the Trustee and the Collateral Agent, by their execution and delivery of this Indenture, expressly agree to such terms and provisions and to be bound thereby. However, to the extent that any provision of any Note conflicts with the express provisions of this Indenture, the provisions of this Indenture will govern and control.

(b) *Initial and Subsequent Notes*. [Reserved].

(c) *Global Notes*. Each Global Note will represent the aggregate principal amount of then outstanding Notes endorsed thereon and provide that it represents such aggregate principal amount of then outstanding Notes, which aggregate principal amount may, from time to time, be reduced or increased to reflect transfers, exchanges, conversions, redemptions or repurchases by the Company.

Only the Trustee, or the custodian holding such Global Note for the Depositary, at the direction of the Trustee, may endorse a Global Note to reflect the amount of any increase or decrease in the aggregate principal amount of then outstanding Notes represented thereby, and whenever the Holder of a Global Note delivers instructions to the Trustee to increase or decrease the aggregate principal

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amount of then outstanding Notes represented by a Global Note in accordance with Section 2.09 hereof, the Trustee, or the custodian holding such Global Note for the Depositary, at the direction of the Trustee, will endorse such Global Note to reflect such increase or decrease in the aggregate principal amount of then outstanding Notes represented thereby. None of the Trustee, the Paying Agent, the Registrar, the Conversion Agent, the Collateral Agent, the Company, the Guarantors or any agent of the Trustee, the Paying Agent, the Registrar, the Conversion Agent, the Collateral Agent, the Company or the Guarantors will have any responsibility or bear any liability or any obligation to any Agent Members or any other Person on whose behalf Agent Members may act with respect to (i) any aspect of the records relating to, or payments made on account of, the ownership of any beneficial interest in a Global Note (ii) any notice required hereunder, (iii) with respect to maintaining, supervising or reviewing any records relating to such beneficial interest, or (iv) any actions taken or not taken by any Agent Members.

Neither any member of, or participant in, the Depositary (collectively, the "**Agent Members**") nor any other Person on whose behalf an Agent Member may act will have any rights under this Indenture with respect to any Global Note or under such Global Note, and the Company, the Guarantors, the Trustee, the Paying Agent, the Registrar, the Conversion Agent, the Collateral Agent and any agent of the Company, the Guarantors, the Trustee, the Paying Agent, the Registrar, the Conversion Agent, or the Collateral Agent, may, for all purposes, treat the Depositary, or its nominee, if any, as the absolute owner and Holder of such Global Note.

The Holder of a Global Note may grant proxies and otherwise authorize any Person, including Agent Members and Persons that may hold interests through Agent Members, to take any action that such Holder is entitled to take under this Indenture or the Notes with respect to such Global Note, and, notwithstanding the foregoing, nothing herein will prevent the Company, the Guarantors, the Trustee, the Collateral Agent, the Paying Agent, the Registrar, the Conversion Agent or any agent of the Company, the Guarantors, the Trustee, the Collateral Agent, the Registrar, the Conversion Agent or the Paying Agent from giving effect to any written certification, proxy or other authorization furnished by such Holder or impair, as between the Depositary, its Agent Members and any other Person on whose behalf an Agent Member may act, the operation of their respective customary practices governing the exercise of the rights of a Holder of any interest in any Global Note.

Section 2.03. *Denomination of Notes*. The Notes will be issuable in registered form without coupons in minimum denominations of $1.00 principal amount and in integral multiples of $1.00 in excess thereof.

Section 2.04. *Payments*.

(a) *General*.

(i) *Payment at Maturity*. Unless earlier paid or deemed paid or converted pursuant to any of Article 3, Section 4.14, Section 10.02 or Article 11 hereof, the Notes will mature on December 7, 2026 (the "**Maturity Date**"), and, on the Maturity Date, the Company will pay each Holder of Notes $1.00 in cash for each $1.00 principal amount of Notes held, together with accrued and unpaid interest to, but not including the Maturity Date on such Notes.

(ii) *Payment of Interest*. Each Note will accrue interest at a rate equal to 13% per annum from the most recent date to which interest has been paid or duly provided for, or, if no interest has been paid or duly provided for, from the date of issuance provided in the certificate representing such Note until, subject to the provisions of clause (d) of this Section 2.04, the date the principal amount of such Note is paid or deemed paid or (subject to Section 10.02(h)) the Conversion Settlement Date, as the case may be, pursuant to clause (i) of this Section 2.04(a) or any of Article 3, Section 4.14, Section 10.02 or Article 11 hereof. Interest will be computed on the basis of a 360-day year comprised of twelve 30-day months.

Interest will be payable quarterly in arrears on March 31, June 30, September 30 and December 31 of each year (each, an "**Interest Payment Date**"), beginning March 31, 2022, to the Holder of each Note as of the Close of Business on the March 15, June 15, September 15 and December 15, as the case may be, immediately preceding the applicable Interest Payment Date whether or not a Business Day (each such date, a "**Regular Record Date**"), regardless of whether such Note is converted, repurchased or redeemed after such Regular Record Date. The interest payable on a Note on each Interest Payment Date will be paid in cash in an amount equal to the amount payable on such Interest Payment Date if the annual interest rate on such Note was 9%, and the balance of the interest on such Note payable on such Interest Payment Date shall be paid as an increase in the principal amount of such Note.

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The principal of, the Change of Control Repurchase Price, the Four Year Repurchase Price or the Redemption Price for, and the cash portion of any interest on, any Note shall be payable at the office or agency of the Paying Agent designated by the Company maintained for such purpose (which shall initially be the office of the Trustee maintained for such purpose), or at such other office or agency of the Company as may be maintained for such purpose pursuant to Section 2.06(a). Payments of the principal of, the Change of Control Repurchase Price, the Four Year Repurchase Price or the Redemption Price for, and the cash portion of any interest on, any Global Note will be made by wire transfer of immediately available funds to the accounts specified by the Depositary. Payments of the principal of, the Change of Control Repurchase Price, the Four Year Repurchase Price or the Redemption Price for, and the cash portion of any interest on, any Definitive Note shall be payable to the applicable Holder of such Note by wire transfer to an account of such Holder within the United States, by wire transfer of immediately available funds to such account on the relevant payment date.

(b) *Interest Rights Preserved*. Subject to the provisions of Section 2.04(d) hereof, and, to the extent applicable, Sections 2.09 and 2.11 hereof, each Note delivered under this Indenture upon registration of transfer of, or in exchange for, or in lieu of, any other Note will carry any rights to the payment and accrual of interest that were carried by the relevant surrendered Note, Notes, or portion(s) thereof.

(c) *Additional Interest*. Pursuant to Section 4.04 hereof, in certain circumstances, Additional Interest will accrue on the Notes. Unless the context requires otherwise, all references in this Indenture to interest on the Notes will include such Additional Interest, but will not include any Default Interest payable pursuant to Section 2.04(d) hereof.

(d) *Defaulted Interest*. From and after the occurrence of an Event of Default, interest will accrue on the Notes, in cash, at a rate equal to 15% per annum ("**Default Interest**") until such Event of Default is cured or waived ("**Defaulted Amount**").

Section 2.05. *Execution and Authentication*.

(a) *In General*. A Note will be valid only if executed by the Company and authenticated by the Trustee.

(b) *Execution*. A Note will be deemed to have been executed by the Company when an Officer signs such Note on behalf of the Company. The Officer's signature may be manual or facsimile, and the validity of such Officer's signature will not turn on whether such signatory remains an Officer at the time the Trustee authenticates such Note.

(c) *Authentication*. A Note will be deemed authenticated when an authorized signatory of the Trustee manually signs the certificate of authentication on such Note. An authorized signatory of the Trustee will manually sign the certificate of authentication on a Note only if (i) the Company delivers such Note to the Trustee, (ii) such Note is validly executed by the Company in accordance with Section 2.05(b) hereof, and (iii) the Company delivers, before or with such Note, a Company Order setting forth (A) a request that the Trustee authenticate such Note; (B) the principal amount of such Note; (C) the name of the Holder of such Note; and (D) the date on which such Note is to be authenticated. If the Company Order also specifies that the Trustee must deliver such Note to any Holder or the Depositary, the Trustee will promptly deliver such Note in accordance with such Company Order. The Trustee may appoint an authenticating agent. If the Trustee appoints an authenticating agent and such authenticating agent is reasonably acceptable to the Company, such authenticating agent may authenticate a Note whenever the Trustee may authenticate such Note. For purposes of this provision, each reference in this Indenture to authentication by the Trustee will be deemed to include authentication by an authenticating agent, and an authenticating agent will have the same rights to deal with the Company as the Trustee would have if it were performing the duties that the authenticating agent was validly appointed to undertake.

Section 2.06. *Registrar, Paying Agent and Conversion Agent*.

(a) *General*. The Company will maintain an office or agency in the continental United States where Notes may be presented for registration of transfer or for exchange (the "**Registrar**"), an office or agency where the Notes may be presented for payment, repurchase or redemption (the "**Paying Agent**"), an office or agency where the Notes may be presented for conversion (the "**Conversion Agent**") and an office or agency where notices and demands to, or upon, the Company with respect to the Notes and this Indenture (other than the type contemplated by Section 14.14) may be served.

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The Registrar will keep a register for the recordation of, and will record, the names and addresses of Holders, the Notes held by each Holder and the transfer, exchange, repurchase, redemption and conversion of Notes (the "**Register**"). Absent manifest error, the entries in the Register will be conclusive and the parties may treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Holder hereunder for all purposes of this Indenture. The Register will be in written form or in any form capable of being converted into written form within a reasonably prompt period of time. The Company may have one or more registrars, one or more paying agents, one or more conversion agents and one or more places where notices and demands to, or upon, the Company with respect to the Notes and this Indenture may be served. Before appointing any Registrar, Paying Agent or Conversion Agent that is not otherwise a party to this Indenture, the Company will enter into an appropriate agency agreement with such Registrar, Paying Agent or Conversion Agent, as the case may be, which agency agreement will implement the provisions of this Indenture that relate to such replacement or additional registrar, paying agent or conversion agent, as the case may be. The term Registrar includes any additional registrars named pursuant to this Indenture. The term Paying Agent includes any additional paying agent named pursuant to this Indenture. The term Conversion Agent includes any additional conversion agent named pursuant to this Indenture. Upon the occurrence of any Event of Default under Section 6.01(f) with respect to the Company, the Trustee shall be the Paying Agent.

(b) *Initial Designations*. The Company initially appoints the Trustee as each of the Registrar, the Paying Agent and the Conversion Agent, and the Notes initially may be presented for registration of transfer or for exchange, payment, repurchase, redemption and conversion to the Trustee, in its capacity as the Registrar, Paying Agent or Conversion Agent, as the case may be, at the Corporate Trust Office. Notices and demands to, or upon, the Company with respect to the Notes and this Indenture may be served at the Corporate Trust Office.

(c) *Removal, Resignation and Replacement*. The Company may remove any Registrar, Paying Agent or Conversion Agent by delivering written notice to the Trustee and to such Registrar, Paying Agent or Conversion Agent; *provided*, *however*, that no such removal will become effective unless (i) after such removal, at least one Registrar, Paying Agent and Conversion Agent will remain; (ii) a successor has accepted appointment as Registrar, Paying Agent or Conversion Agent, as the case may be, the Company and such successor have entered into an agency agreement in accordance with Section 2.06(a) hereof, and the Company has delivered written notice of such appointment and a copy of such agency agreement to the Trustee, or (iii) the Company has delivered written notice to the Trustee that the Trustee will serve as the successor Registrar, Paying Agent or Conversion Agent, as the case may be, in accordance with Section 2.06(d) hereof; and *provided*, *further*, that the right to effect any such change or removal in no way relieves the Company of its obligation to maintain a Registrar, Paying Agent and Conversion Agent in the continental United States. The Company may also change the place where notices and demands to, or upon, the Company with respect to the Notes and this Indenture may be served, or reduce the number of such places; *provided*, *however*, that the right to effect any such change or reduction in no way relieves the Company of its obligation to maintain a place in the continental United States where notices and demands to, or upon, the Company with respect to the Notes and this Indenture may be served.

In addition, the Registrar, Paying Agent or Conversion Agent may resign at any time by delivering written notice of such resignation to each of the Company and the Trustee.

(d) *Failure to Maintain an Office or Agency*. If the Company fails to maintain in the continental United States, a Registrar, Paying Agent, Conversion Agent or place where notices and demands to, or upon, the Company with respect to the Notes and this Indenture may be served, the Trustee will act as the Registrar, Paying Agent, Conversion Agent, or place, as the case may be, and the office where the Notes may be presented for registration of transfer or for exchange, presented for payment, repurchase or redemption or surrendered for conversion, or place where notices and demands to, or upon, the Company with respect to the Notes and this Indenture may be served, as the case may be, will be the Corporate Trust Office. In each such case, the Trustee will be entitled to compensation for such action pursuant to Section 7.06 hereof.

(e) *Notices*. Promptly upon the effectiveness of any removal or appointment of a Registrar, Paying Agent or Conversion Agent, or upon any change in the location of the office of any Registrar, Paying Agent or Conversion Agent, or of the place where notices and demands to, or upon, the Company with respect to the Notes and this Indenture may be served, the Company will deliver to each Holder notice of such removal, appointment or change in location, as the case may be, which notice will include a brief description of the removal, appointment or change in location, as the case may be, and list the name and address of each continuing (and newly appointed, if applicable) Registrar, Paying Agent and Conversion Agent and place where notices and demands to, or upon, the Company with respect to the Notes and this Indenture may be served.

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Section 2.07. *Money and Securities Held in Trust*.

Except as otherwise provided herein, by no later than 10:00 a.m., New York City time, on each due date for a payment on any Note, the Company will deposit with the Paying Agent an amount of money in immediately available funds sufficient to make such payment when due.

The Company will require that each Paying Agent (other than the Trustee, if the Trustee is a Paying Agent) agree in writing that it will (a) segregate all money and securities it holds for making payments with respect to the Notes; (b) hold such money and securities in trust for the benefit of Holders; and (c) notify the Trustee, in writing, as promptly as practicable, if the Company defaults in making any payment on the Notes.

If any such default has occurred and is continuing, the Paying Agent will, upon receiving a written request from the Trustee, forthwith pay to the Trustee all of the money and securities it holds in trust. In addition, at any time, the Company may require a Paying Agent to pay all money and securities that it holds for making payments with respect to the Notes to the Trustee and to account for any money and securities it has disbursed. After delivering all of such money and securities to the Trustee pursuant to this Section 2.07, the Paying Agent (in its capacity as such) will have no further liability for such money and securities.

Section 2.08. *Holder Lists*.

The Trustee will preserve in as current a form as is reasonably practicable the most recent list available to it of the names and addresses of Holders. If the Trustee is not the Registrar, the Company will furnish to the Trustee, (a) within five Business Days after each Regular Record Date, a list of the names and addresses of Holders as of such Regular Record Date, and (b) at such other times as the Trustee may request in writing, within 30 days after receipt by the Company of such request, a list of the names and addresses of Holders as of no more than 15 days immediately prior to the date such list is furnished, in each case, in such form as the Trustee may reasonably require. The Trustee (if the Trustee is also the Registrar) or the Company, as applicable, will furnish to the Collateral Agent, at such times as the Collateral Agent may request in writing, within 30 days after receipt by the Trustee or the Company, as applicable, of such request, a list of the names and addresses of Holders as of no more than 15 days immediately prior to the date such list is furnished, in each case, in such form as the Collateral Agent may reasonably require.

Section 2.09. *Transfer and Exchange*.

(a) Provisions Applicable to All Transfers and Exchanges.

(i) Subject to the restrictions set forth in this Section 2.09, Definitive Notes and beneficial interests in Global Notes may be transferred or exchanged from time to time as desired, and each such transfer or exchange will be noted by the Registrar in the Register.

(ii) All Notes issued upon any registration of transfer or exchange in accordance with this Indenture will be the valid obligations of the Company, evidencing the same debt, and entitled to the same benefits under this Indenture as the Notes surrendered upon such registration of transfer or exchange.

(iii) No service charge will be imposed on any Holder of a Definitive Note or any owner of a beneficial interest in a Global Note for any exchange or registration of transfer, but each of the Company, the Trustee or the Registrar may require such Holder or owner of a beneficial interest to pay a sum sufficient to cover any transfer tax, assessment or other governmental charge imposed in connection with such registration of transfer or exchange.

(iv) Unless the Company specifies otherwise, none of the Company, the Trustee, the Registrar or any co-registrar will be required to exchange or register a transfer of any Note (a) surrendered for conversion, except to the extent that any portion of such Note has not been surrendered for conversion, (b) subject to a Change of Control Repurchase Notice validly delivered pursuant to Section 3.01 hereof, except to the extent any portion of such Note is not subject to a Change of Control Repurchase Notice or the Company fails to pay the applicable Change of Control Repurchase Price when due or (c)

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after the Company has delivered a Redemption Notice pursuant to Section 11.02 hereof, except to the extent the Company fails to pay the applicable Redemption Price when due.

(v) None of the Trustee, the Registrar or the Conversion Agent will have any obligation or duty to monitor, determine or inquire as to compliance with any restrictions on Transfer imposed under this Indenture or under applicable law with respect to any transfer of any interest in any Note (including any transfers between or among Depositary participants or beneficial owners of interests in any Global Note) other than to require delivery of such certificates and other documentation or evidence as are expressly required by, and to do so if and when expressly required by the terms of this Indenture, and to examine the same to determine substantial compliance as to form with the express requirements hereof. The Trustee shall have no responsibility or obligation to any beneficial owner of a Global Note, a member of or a participant in the Depositary or any other Person with respect to the accuracy of the records of the Depositary or its nominee or of any participant or member thereof, with respect to any ownership interest in the Notes or with respect to the delivery to any participant, member, beneficial owner or other Person (other than the Depositary) of any notice or the payment of any amount, under or with respect to such Notes.

(b) *In General; Transfer and Exchange of Beneficial Interests in Global Notes*. So long as the Notes are eligible for book-entry settlement with the Depositary (unless otherwise required by law and except to the extent required by Section 2.09(c) hereof):

(i) all Notes will be represented by one or more Global Notes;

(ii) every transfer and exchange of a beneficial interest in a Global Note will be effected through the Depositary in accordance with the Applicable Procedures and the provisions of this Indenture (including the restrictions on Transfer set forth in Section 2.10 hereof); and

(iii) each Global Note may be transferred only as a whole and only (A) by the Depositary to a nominee of the Depositary, (B) by a nominee of the Depositary to the Depositary or to another nominee of the Depositary, or (C) by the Depositary or any such nominee to a successor Depositary or a nominee of such successor Depositary.

(c) *Transfer and Exchange of Global Notes*.

(i) Notwithstanding any other provision of this Indenture, each Global Note will be exchanged for Definitive Notes if the Depositary delivers notice to the Company that:

(A) the Depositary is unwilling or unable to continue to act as Depositary; or

(B) the Depositary is no longer registered as a clearing agency under the Exchange Act,

(C) and , in each case, the Company promptly delivers a copy of such notice to the Trustee and the Company fails to appoint a successor Depositary within 90 days after receiving notice from the Depositary.

(ii) In addition:

(A) if an Event of Default has occurred and is continuing, any owner of a beneficial interest in a Global Note may exchange such beneficial interest for Definitive Notes by delivering a written request to the Company, the Registrar and the Trustee; or

(B) at any time, the Company may, in its sole discretion, at the request of the owner of a beneficial interest in a Global Note, permit the exchange of such owner's beneficial interest, by delivering a written request to the Registrar, the Trustee and the owner of such beneficial interest.

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In each such case, (I) each Global Note will be deemed surrendered to the Trustee for cancellation, (II) the Trustee will promptly cancel each such Global Note in accordance with the Applicable Procedures, (III) the Company, (x) in accordance with Section 2.05 hereof, will promptly execute, for each beneficial interest in each Global Note so cancelled, an aggregate principal amount of Definitive Notes equal to the aggregate principal amount of such beneficial interest, registered in such name and authorized denominations as the Depositary specifies, and bearing such legends as such Definitive Notes are required to bear under Section 2.02 and Section 2.10 hereof, and, (y) as provided in Section 2.05(c) hereof, will promptly deliver to the Trustee such Definitive Notes and a Company Order including the information specified in Section 2.05(c) hereof with respect to such Definitive Notes, and (IV) the Trustee, upon receipt of such Definitive Notes and such Company Order, in accordance with Section 2.05 hereof, will promptly authenticate, and deliver to the Holder specified in such Company Order, such Definitive Notes.

(d) *Transfer and Exchange of Definitive Notes*. A Holder may:

(i) transfer a Definitive Note by: (A) surrendering such Definitive Note for registration of transfer to the Registrar, together with any endorsements or instruments of transfer reasonably required by any of the Company, the Trustee and the Registrar; (B) if such Definitive Note is a Restricted Note, delivering reasonable and customary documentation or evidence demonstrating that such transfer complies with Section 2.10 hereof and any applicable securities laws; and (C) satisfying any other requirements for such transfer set forth in this Section 2.09 and Section 2.10 hereof. Upon the satisfaction of conditions (A), (B) and (C), (I) the Company, (x) in accordance with Section 2.05 hereof, will promptly execute a new Definitive Note, in the name of the designated transferee, having an aggregate principal amount equal to that of the transferred Definitive Note and bearing such legends as such Definitive Note is required to bear under Sections 2.02 and 2.10 hereof, and (y) as provided in Section 2.05(c) hereof, will promptly deliver to the Trustee such Definitive Note and a Company Order including the information specified in Section 2.05(c) with respect to such Definitive Note, and (II) the Trustee, upon receipt of such Definitive Note and such Company Order, will promptly, in accordance with Section 2.05 hereof, authenticate, and deliver to the Holder specified in such Company Order, such Definitive Note;

(ii) exchange one or more Definitive Notes for one or more other Definitive Notes of any authorized denominations, and in aggregate principal amount equal to the aggregate principal amount of the one or more Definitive Notes to be exchanged, by surrendering such one or more Definitive Notes, together with any endorsements or instruments of transfer reasonably required by any of the Company, the Trustee and the Registrar, at any office or agency maintained by the Company for such purposes pursuant to Section 2.06 hereof. Whenever a Holder so surrenders one or more Definitive Notes for exchange (I) the Company (x) in accordance with Section 2.05 hereof, will promptly execute one or more new Definitive Notes, each in the name of such Holder, in the authorized denomination or denominations that such Holder requested (which authorized denomination or authorized denominations, as the case may be, must, in aggregate, equal the aggregate principal amount of the one or more Definitive Notes to be exchanged), and bearing a unique registration number not contemporaneously outstanding and such legends as such Definitive Note is required to bear under Sections 2.02 and 2.10 hereof, and (y) as provided in Section 2.05(c) hereof, will promptly deliver to the Trustee each such Definitive Note and a Company Order including the information specified in Section 2.05(c) with respect to each such Definitive Note, and (II) the Trustee, upon receipt of each such Definitive Note and such Company Order, will promptly, in accordance with Section 2.05 hereof, authenticate, and deliver to the Holder specified in such Company Order, each such Definitive Note; and

(iii) if then permitted by the Applicable Procedures, transfer or exchange a Definitive Note for a beneficial interest in a Global Note by (A) surrendering such Definitive Note for registration of transfer or exchange, together with any endorsements or instruments of transfer reasonably required by any of the Company, the Trustee and the Registrar, at any office or agency maintained by the Company for such purposes pursuant to Section 2.06 hereof; (B) if such Definitive Note is a Restricted Note, delivering any documentation that any of the Company requires to ensure that such transfer complies with Section 2.10 hereof and any applicable securities laws; (C) satisfying any other requirements for such transfer set forth in this Section 2.09 and Section 2.10 hereof; and (D) providing a Company Order to the Trustee to make an adjustment in its books and records with respect to the applicable Global Note to reflect an increase in the aggregate principal amount of the Notes represented by such Global Note, which Company Order will contain information regarding the Depositary account to be credited with such increase. Upon the satisfaction of conditions (A), (B), (C) and (D), the Trustee (I) will promptly cancel such Definitive Note and (II) will promptly cause the aggregate principal amount of Notes represented by such Global Note to be increased by the aggregate principal amount of such Definitive Note, and credit, or cause to be credited, the account of the Person specified in the instructions provided by the exchanging Holder in an amount equal to the aggregate principal amount of such Definitive Note, in each case, in accordance with the Applicable Procedures. If at the time of such exchange, a Depositary has been appointed but no Global Notes are then outstanding, the Company (x) in accordance with Section 2.05 hereof, will promptly execute and deliver to the Trustee a new Global Note registered in the name of the Depositary or a nominee of the Depositary, as the case may be, having the appropriate aggregate principal amount, and bearing such legends as such Global Note is required to bear under Sections 2.02 and 2.10 hereof, and (y) as provided in Section 2.05(c) hereof, will promptly deliver to the Trustee such Global Note and a Company Order including the information specified in Section 2.05(c) with

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respect to such Global Note, and (II) the Trustee, upon receipt of such Global Note and such Company Order, will promptly, in accordance with Section 2.05 hereof, authenticate, and deliver to the Depositary, its nominee, or a custodian of the Depositary or its nominee, as the case may be, such Global Note.

Section 2.10. *Transfer Restrictions*.

(a) *Restricted Notes*.

(i) *General*. Each Note (and every security issued in exchange therefor or substitution thereof), that bears, or that is required under this Section 2.10 to bear, the Restricted Notes Legend will be deemed a "**Restricted Note**," and will be subject to the restrictions on Transfer set forth in this Indenture unless such restrictions on Transfer are eliminated or otherwise waived by written consent of the Company and notified to the Trustee in writing, and each Holder of a Restricted Note, by such Holder's acceptance of such Restricted Note, will be deemed to be bound by the restrictions on Transfer applicable to such Note.

(ii) When Restrictions Apply. Except as provided elsewhere in this Indenture (including clause (iii) of this Section 2.10(a)), until the Free Trade Date of a Note, every certificate evidencing such Note (and every security issued in exchange therefor or substitution thereof) will bear the Restricted Notes Legend unless:

(A) such Note is being Transferred to a Person (other than (x) the Company or (y) an "affiliate" (as defined in Rule 144) of the Company) pursuant to a registration statement that was effective under the Securities Act at the time of such Transfer; or

(B) such Note is being Transferred to a Person (other than (x) the Company or (y) an "affiliate" (as defined in Rule 144) of the Company) pursuant to an available exemption from the registration requirements of the Securities Act (including Rule 144) and, after such Transfer, such Note will no longer constitute "a restricted security" (within the meaning of Rule 144),

and, in case (B), the Holder effecting such Transfer delivers to the Trustee, the Company and the Registrar reasonable and customary documentation or evidence reasonably required pursuant to this Indenture (including clause (iii) of this Section 2.10(a)), provided that any legal opinion, if any, in such regard shall be obtained by, and at the expense of, the Company, on the basis of such documentation or evidence.

(iii) Termination of Transfer Restrictions; Removal of Restricted Notes Legend.

(A) Except as otherwise provided in this Indenture (including clause (B) of this Section 2.10(a)(iii)), if a Holder requests that the Company remove the Restricted Notes Legend from a Note that is a Restricted Note, the Restricted Notes Legend will not be removed from such Restricted Note unless such Holder delivers (I) to each of the Company and the Registrar a transfer certificate in the form attached as Exhibit C hereto and (II) to each of the Company, the Registrar and the Trustee, any evidence that the Company may reasonably require that (x) neither the Restricted Notes Legend nor the Transfer restrictions set forth therein are required to ensure that Transfers of such Restricted Note will comply with applicable law and (y) after such Transfer, such Restricted Note will not be a "restricted security" (within the meaning of Rule 144); *provided*, *however*, that, upon provision of such required transfer certificate and evidence, the Company, the Trustee and the Registrar will permit such Restricted Note to be exchanged or Transferred in accordance with Section 2.10(a)(ii)(A) or (B) for one or more new Definitive Notes or beneficial interests in a Global Note, of like tenor and aggregate principal amount, that do/does not bear the Restricted Notes Legend in accordance with Section 2.09. In addition, upon receipt by the Trustee and the Registrar of a Company Order specifying that a Note need not bear the Restricted Notes Legend to comply with applicable law, each of the Trustee and the Registrar will permit such Note to be exchanged for one or more new Notes, of like tenor and aggregate principal amount, that do not bear the Restricted Notes Legend.

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(B) At any time on or after the Free Trade Date with respect to a Restricted Note, the Company shall de-legend such Note by: (I) providing written notice to the Trustee and the Registrar that the Free Trade Date has occurred and instructing the Trustee to remove the Restricted Notes Legend from such Notes; (II) providing written notice to each Holder of any of such Notes, which notice will state that the Restricted Notes Legend has been removed from the applicable Note; and (III) in the case of a Global Note, complying with any Applicable Procedures for de-legending and providing written notice to the Trustee and the Depositary of such compliance and de-legending.

(b) *Restricted Stock*.

(i) General. If any shares of Common Stock are issued upon conversion of any Restricted Notes or otherwise in respect of any Restricted Notes, and such shares of Common Stock are issued prior to the relevant Free Trade Date, then any certificate representing such shares of Common Stock will, upon such issuance, bear the Restricted Stock Legend, unless such requirement is eliminated or otherwise waived by written consent of the Company.

(ii) *When Restrictions Apply*. Except as provided elsewhere in this Indenture (including clause (iii) of this Section 2.10(b)), until the relevant Free Trade Date, every certificate evidencing any shares of Common Stock issued upon conversion of any Restricted Notes or otherwise in respect of any Restricted Notes will bear the Restricted Stock Legend unless:

(A) such shares are being Transferred to a Person (other than (x) the Company or (y) an "affiliate" (as defined in Rule 144) of the Company) pursuant to a registration statement that was effective under the Securities Act at the time of such Transfer; or

(B) such shares are being Transferred to a Person (other than (x) the Company or (y) an "affiliate" (as defined in Rule 144) of the Company) pursuant to an available exemption from the registration requirements of the Securities Act (including Rule 144) and, after such Transfer, such shares will no longer constitute "restricted securities" (within the meaning of Rule 144),

and, in case (B), the Person effecting such Transfer delivers to the Company and the Transfer Agent reasonable and customary documentation or evidence reasonably required pursuant to this Indenture (including clause (iii) of this Section 2.10(b)), provided that any legal opinion, if any, in such regard shall be obtained by, and at the expense of, the Company, on the basis of such documentation or evidence.

(iii) *Termination of Transfer Restrictions*.

(A) Except as otherwise provided in this Indenture (including clause (B) of this Section 2.10(b)(iii)), if a holder of any shares of Common Stock that contain the Restricted Stock Legend requests that the Company remove the Restricted Stock Legend from such shares, the Restricted Stock Legend will not be removed from such shares unless such holder delivers to each of the Company and the Transfer Agent any evidence that the Company or the Transfer Agent may reasonably require that (x) neither the Restricted Stock Legend nor the Transfer restrictions set forth therein are required to ensure that Transfers of such shares will comply with applicable law and (y) after such Transfer, such shares will not be "restricted securities" (within the meaning of Rule 144); *provided*, *however*, that, upon provision of such evidence, the Company shall cause the Restricted Stock Legend to be removed from such shares; *provided, further,* that such evidence shall not be required in connection with any Transfer of such shares to a Person (other than the Company or an "affiliate" (as defined in Rule 144) of the Company) pursuant to a registration statement that was effective under the Securities Act at the time of such Transfer and, upon such Transfer, the Company shall cause the Restricted Stock Legend to be removed from such shares.

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(B) On the Free Trade Date with respect to any shares of Common Stock that bear the Restricted Stock Legend, the Company shall cause the Restricted Stock Legend to be removed from such shares.

Section 2.11. *Replacement Notes*.

If (a)(i) a mutilated Note is surrendered to the Registrar or (ii) the Holder of a Note claims that such Note has been lost, destroyed or stolen and provides the Company and the Trustee with (A) evidence of such loss, theft or destruction that is reasonably satisfactory to the Company and the Trustee and (B) any amount or kind of security or indemnity that either of the Company or the Trustee request to protect itself from any loss that it may suffer upon replacement of such Note, and, in either case, (b) such Holder satisfies any other requirements of the Trustee satisfactory to it, including the payment of any tax or other governmental charge that may be imposed in connection with the replacement of such Note, then, unless the Company or the Trustee receives notice that such Note has been acquired by a bona fide purchaser, the Company will, in accordance with Section 2.05 hereof, promptly execute and deliver to the Trustee, and the Trustee, upon receipt of a Company Order, in accordance with Section 2.05 hereof, and the documents required by Sections 15.03 and 15.04 hereof, will promptly authenticate and deliver, in the name of such Holder, a replacement Note having the same aggregate principal amount as the Note that was mutilated or claimed to be lost, destroyed or stolen, bearing any restrictive legends required by Section 2.02 or 2.10 hereof and with a certificate number not contemporaneously outstanding.

Every new Note issued pursuant to this Section 2.11 in exchange for any mutilated Note, or in lieu of any destroyed, lost or stolen Note, will constitute an original contractual obligation of the Company and any other obligor upon the Notes, regardless of whether the mutilated, destroyed, lost or stolen Note will be at any time enforceable by anyone, and will be entitled to all benefits of (and will be subject to all the limitations set forth in) this Indenture equally and proportionately with any and all other Notes duly issued hereunder.

Section 2.12. *Temporary Notes*. Until Definitive Notes are ready for delivery, the Company may execute and the Trustee or an authenticating agent appointed by the Trustee will, upon written request of the Company, authenticate and deliver temporary Notes (printed or lithographed) ("**Temporary Notes**"). Temporary Notes will be issuable in any authorized denomination, and substantially in the form of Definitive Notes, but with such omissions, insertions and variations as may be appropriate for Temporary Notes, all as may be determined by the Company. Every such Temporary Note will be executed by the Company and, upon receipt of a Company Order, authenticated by the Trustee or such authenticating agent upon the same conditions and in substantially the same manner, and with the same effect, as the Definitive Notes. Without unreasonable delay the Company will prepare, execute and deliver to the Trustee or such authenticating agent Definitive Notes (other than any Global Note) and thereupon any or all Temporary Notes (other than any Global Note) may be surrendered in exchange therefor, at each office or agency maintained by the Company pursuant to Section 2.06 hereof and the Trustee or such authenticating agent will, upon receipt of a Company Order, authenticate and deliver in exchange for such Temporary Notes Definitive Notes having an aggregate principal amount equal to such Temporary Notes. Such exchange will be made by the Company at its own expense and without any charge therefor. Until so exchanged, the Temporary Notes will, in all respects, be entitled to the same benefits and subject to the same limitations under this Indenture as Definitive Notes authenticated and delivered hereunder.

Section 2.13. *Cancellation*. At any time, the Company may deliver Notes to the Trustee for cancellation. Whenever any Note is surrendered to the Registrar, Conversion Agent or Paying Agent for registration of transfer, exchange, conversion, repurchase, redemption or payment, the Registrar, Conversion Agent or Paying Agent, as the case may be, will promptly forward such Note to the Trustee. Upon receipt of any such Note, the Trustee, in its customary manner and receipt of a Company Order, will promptly cancel and dispose of such Note. The Company may not issue new Notes to replace Notes that it has repurchased, redeemed, paid or delivered to the Trustee for cancellation or that a Holder has converted pursuant to Article 10 hereof.

Section 2.14. *Outstanding Notes*. At any time, Notes outstanding are limited to all Notes authenticated by the Trustee except (i) those cancelled by it, (ii) those delivered to it for cancellation and (iii) those deemed not outstanding under Sections 3.03, 4.15 or 10.02 or Article 11 hereof and clauses (a) and (b) of this Section 2.14.

(a) If a Note is replaced pursuant to Section 2.11 hereof, such Note will cease to be outstanding at the time of its replacement unless the Trustee and the Company receive proof satisfactory to them that such Note is held by a bona fide purchaser.

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(b) In addition, if the Company, any other obligor or an Affiliate of the Company or an Affiliate of such other obligor holds a Note, such Note will be disregarded and deemed not to be outstanding for purposes of determining whether the Holders of the requisite aggregate principal amount of Notes have given or concurred in any request, demand, authorization, direction, notice, consent, waiver or other action hereunder except that, in determining whether the Trustee shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Notes which a Trust Officer of the Trustee assigned to this transaction has been notified in writing to be so owned shall be so disregarded. Subject to the foregoing, only Notes outstanding at the time of any such determination will be considered in such determination (including determinations pursuant to Article 6 and Article 9 hereof).

Section 2.15. *Persons Deemed Owners*. Prior to due presentment of a Note for registration of transfer, the Company, the Trustee and any agent of the Company or the Trustee may treat the Person in whose name such Note is registered in the Register as the owner of such Note for the purpose of receiving the payment of the principal, Change of Control Repurchase Price or Redemption Price of, and interest, if any, on, such Note, for the purpose of conversion of such Note and for all other purposes whatsoever with respect to such Note, and none of the Company, the Trustee or any agent of the Company or the Trustee will be affected by any notice to the contrary.

Section 2.16. *Contingent Payment Debt Instrument Status*. Each Holder, by reason of its purchase of the Notes, agrees (a) to treat the Notes as indebtedness subject to the U.S. Treasury Regulations governing contingent payment debt instruments, (b) to report original issue discount and interest on the Notes in accordance with the Company's determination of both the "comparable yield" and "projected payment schedule" for the Notes and (c) to be bound by the Company's application of the U.S. Treasury Regulations that govern contingent payment debt instruments. For this purpose, the "comparable yield" and "projected payment schedule" for the Notes may be obtained by contacting the Company at the address set forth in Section 14.01 hereof.

Article 3
REPURCHASE OF NOTES

Section 3.01. *Repurchase at Option of Holders Upon a Change of Control*.

(a) If a Change of Control occurs at any time, each Holder shall have the right, at such Holder's option, to require the Company to repurchase for cash some or all of such Holder's Notes pursuant to this Section 3.01. No less than 20 Business Days prior to the expected effective date of such Change of Control the Company shall provide to all Holders and the Trustee and the Paying Agent (in the case of a Paying Agent other than the Trustee) a notice (the "**Change of Control Company Notice**"). In the case of Definitive Notes, the Change of Control Company Notice shall be by first class mail or, in the case of Global Notes, the Change of Control Company Notice shall be delivered in accordance with the Applicable Procedures. Simultaneously with providing such Change of Control Company Notice, the Company shall publish a notice containing the information set forth in the Change of Control Company Notice in a newspaper of general circulation in The City of New York or publish such information on the Company's website or through such other public medium as the Company may regularly use for significant announcements or information at that time. The Change of Control Company Notice shall specify:

(i) the events causing the Change of Control;

(ii) the expected effective date of the Change of Control;

(iii) the last date on which a Holder may exercise the repurchase right pursuant to this Section 3.01;

(iv) the Change of Control Repurchase Price;

(v) the expected date upon which the Notes repurchase will occur, which may be no later than ten Business Days following the effective date of the Change of Control (the "**Change of Control Repurchase Date**");

(vi) the name and address of the Paying Agent and the Conversion Agent, if applicable;

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(vii) the then current Conversion Rate, including any adjustments to the Conversion Rate on the Issue Date that are required pursuant to this Indenture;

(viii) that the Notes with respect to which a Change of Control Repurchase Notice has been delivered by a Holder may be converted only if the Holder withdraws the Change of Control Repurchase Notice in accordance with the terms of this Indenture; and

(ix) the procedures that Holders must follow to require the Company to repurchase their Notes.

No failure of the Company to give the Change of Control Company Notice and no defect therein shall limit the Holders' repurchase rights or affect the validity of the proceedings for the repurchase of the Notes pursuant to this Section 3.01(a).

At the Company's request, the Trustee shall give the Change of Control Company Notice in the Company's name and at the Company's expense; *provided*, *however*, that, in all cases, the text of such Change of Control Company Notice shall be prepared by the Company; *provided*, *further* that the Company shall have delivered to the Trustee, at least five Business Days before the Change of Control Company Notice is required to be given to the Holders (or such shorter period agreed to by the Trustee), an Officer's Certificate requesting that the Trustee give the Change of Control Company Notice in the form attached to such Officer's Certificate and including the information required by Section 3.01(b). Neither the Trustee nor the Paying Agent shall be responsible for delivering the Change of Control Company Notice to Holders or for the content of the Change of Control Company Notice.

(b) Repurchases of Notes under this Section 3.01 shall be made upon:

(i) delivery to the Paying Agent by a Holder of a duly completed notice (the "**Change of Control Repurchase Notice**") in the form titled "Option of Holder to Elect Purchase" in Exhibit A hereto, if the Notes are Definitive Notes, or in compliance with the Depositary's procedures for surrendering interests in Global Notes, if the Notes are Global Notes, in each case on or before the Close of Business on the Business Day immediately preceding the Change of Control Repurchase Date; and

(ii) delivery of the Notes, if the Notes are Definitive Notes, to the Paying Agent at any time after delivery of the Change of Control Repurchase Notice (together with all necessary endorsements for transfer) at the Corporate Trust Office of the Paying Agent, or book-entry transfer of the Notes, if the Notes are Global Notes, in compliance with the Applicable Procedures, in each case such delivery being a condition to receipt by the Holder of the Change of Control Repurchase Price therefor.

The Change of Control Repurchase Notice in respect of any Notes to be repurchased shall state:

(iii) in the case of Definitive Notes, the certificate numbers of the Notes to be delivered for repurchase; and

(iv) that the Notes are to be repurchased by the Company pursuant to the applicable provisions of the Notes and this Indenture;

provided, *however*, that if the Notes are Global Notes, the Change of Control Repurchase Notice must comply with appropriate Depositary Applicable Procedures.

Notwithstanding anything herein to the contrary, any Holder delivering to the Paying Agent the Change of Control Repurchase Notice contemplated by this Section 3.01 shall have the right to withdraw, in whole or in part, such Change of Control Repurchase Notice at any time prior to the Close of Business on the Business Day immediately preceding the Change of Control Repurchase Date by delivery of a notice of withdrawal to the Paying Agent in accordance with Section 3.02.

The Paying Agent shall promptly notify the Company of the receipt by it of any Change of Control Repurchase Notice or notice of withdrawal thereof.

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Section 3.02. *Repurchase Offer by the Company.*

(a) Each Holder shall have the right, at such Holder's option, to require the Company to repurchase for cash some or all of such Holder's Notes pursuant to this Section 3.02 on the four-year anniversary of the Issue Date (the "**Four Year Repurchase Date**"). No less than 20 Business Days prior to the Four Year Repurchase Date the Company shall provide to all Holders and the Trustee and the Paying Agent (in the case of a Paying Agent other than the Trustee) a notice of each Holder's right, at such Holder's option, to require the Company to repurchase for cash some or all of such Holder's Notes pursuant to this Section 3.02 (the "**Four Year Company Notice**"). In the case of Definitive Notes, the Four Year Company Notice shall be by first class mail or, in the case of Global Notes, the Four Year Company Notice shall be delivered in accordance with the Applicable Procedures. The Four Year Company Notice shall specify:

(i) the Four Year Repurchase Price;

(ii) the Four Year Repurchase Date;

(iii) the name and address of the Paying Agent and the Conversion Agent, if applicable;

(iv) the then current Conversion Rate, including any adjustments to the Conversion Rate on the Issue Date that are required pursuant to this Indenture;

(v) that the Notes with respect to which a Four Year Repurchase Notice has been delivered by a Holder may be converted only if the Holder withdraws the Four Year Repurchase Notice in accordance with the terms of this Indenture; and

(vi) the procedures that Holders must follow to require the Company to repurchase their Notes.

No failure of the Company to give the Four Year Company Notice and no defect therein shall limit the Holders' repurchase rights or affect the validity of the proceedings for the repurchase of the Notes pursuant to this Section 3.02(a).

At the Company's request, the Trustee shall give the Four Year Company Notice in the Company's name and at the Company's expense; *provided*, *however*, that, in all cases, the text of the Four Year Company Notice shall be prepared by the Company; *provided*, *further* that the Company shall have delivered to the Trustee, at least five Business Days before the Four Year Company Notice is required to be given to the Holders (or such shorter period agreed to by the Trustee), an Officer's Certificate requesting that the Trustee give the Four Year Company Notice in the form attached to such Officer's Certificate and including the information required by Section 3.02(b). Neither the Trustee nor the Paying Agent shall be responsible for delivering the Four Year Company Notice to Holders or for the content of the Four Year Company Notice.

(b) Repurchases of Notes under this Section 3.02 shall be made upon:

(i) delivery to the Paying Agent by a Holder of a duly completed notice (the "**Four Year Repurchase Notice**") in the form titled "Option of Holder to Elect Purchase" in Exhibit A hereto, if the Notes are Definitive Notes, or in compliance with the Depositary's Applicable Procedures for surrendering interests in Global Notes, if the Notes are Global Notes, in each case on or before the Close of Business on the Business Day immediately preceding the Four Year Repurchase Date; and

(ii) delivery of the Notes, if the Notes are Definitive Notes, to the Paying Agent at any time after delivery of the Four Year Repurchase Notice (together with all necessary endorsements for transfer) at the Corporate Trust Office of the Paying Agent, or book-entry transfer of the Notes, if the Notes are Global Notes, in compliance with the Applicable Procedures, in each case such delivery being a condition to receipt by the Holder of the Four Year Repurchase Price therefor.

The Four Year Repurchase Notice in respect of any Notes to be repurchased shall state:

(iii) in the case of Definitive Notes, the certificate numbers of the Notes to be delivered for repurchase; and

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(iv) that the Notes are to be repurchased by the Company pursuant to the applicable provisions of the Notes and this Indenture;

provided, *however*, that if the Notes are Global Notes, the Four Year Repurchase Notice must comply with appropriate Depositary Applicable Procedures.

Notwithstanding anything herein to the contrary, any Holder delivering to the Paying Agent the Four Year Repurchase Notice contemplated by this Section 3.02 shall have the right to withdraw, in whole or in part, such Four Year Repurchase Notice at any time prior to the Close of Business on the Business Day immediately preceding the Four Year Repurchase Date by delivery of a notice of withdrawal to the Paying Agent in accordance with Section 3.02.

The Paying Agent shall promptly notify the Company of the receipt by it of any Four Year Repurchase Notice or notice of withdrawal thereof.

Section 3.03. *Certain Restrictions*.

(a) Notwithstanding the foregoing, no Notes may be repurchased by the Company on any date pursuant to a Change of Control Repurchase Notice or a Four Year Repurchase Notice (each, a "**Repurchase Notice**") if the principal amount of the Notes has been accelerated, and such acceleration has not been rescinded (except in the case of an acceleration resulting from a Default by the Company in the payment of the Change of Control Repurchase Price or the Four Year Repurchase Price (each a "**Repurchase Price**") with respect to such Notes). The Paying Agent will promptly return to the respective Holders thereof any Definitive Notes held by it during the acceleration of the Notes (except in the case of an acceleration resulting from a Default by the Company in the payment of a Repurchase Price with respect to such Notes), or any instructions for book-entry transfer of the Notes in compliance with the Applicable Procedures shall be deemed to have been cancelled, and, upon such return or cancellation, as the case may be, the related Repurchase Notice with respect thereto shall be deemed to have been withdrawn.

(b) *Withdrawal of Repurchase Notice*. A Repurchase Notice may be withdrawn (in whole or in part) by means of a written notice of withdrawal delivered to the Corporate Trust Office of the Paying Agent at any time prior to the Close of Business on the Business Day immediately preceding the related Change of Control Repurchase Date or Four Year Repurchase Date (each, a "**Repurchase Date**"), specifying:

(i) the principal amount of the Notes with respect to which such notice of withdrawal is being submitted,

(ii) if Definitive Notes have been issued, the certificate number of the Note in respect of which such notice of withdrawal is being submitted, and

(iii) the principal amount, if any, of such Note that remains subject to the original Repurchase Notice;

provided, *however*, that if the Notes are Global Notes, the notice must comply with Applicable Procedures.

Section 3.04. *Deposit of Repurchase Price*. The Company shall deposit with the Trustee (or other Paying Agent appointed by the Company, or if the Company is acting as its own Paying Agent, set aside, segregate and hold in trust as provided in Section 2.07) on or prior to 10:00 a.m., New York City time, on a Repurchase Date an amount of money sufficient to repurchase all of the Notes to be repurchased at the appropriate Repurchase Price. Subject to receipt of funds or Notes by the Trustee (or other Paying Agent appointed by the Company), payment for Notes surrendered for repurchase (and not withdrawn prior to the Close of Business on the Business Day immediately preceding such Repurchase Date) will be made on the later of (i) such Repurchase Date (provided the Holder has satisfied the conditions in Section 3.01 or Section 3.02, as the case may be) and (ii) the time of book-entry transfer or the delivery of such Note to the Trustee (or other Paying Agent appointed by the Company) by the Holder thereof in the manner required by Section 3.01 or Section 3.02 by wire transfer of immediately available funds to the account of the Holder or, if applicable, the Depositary or its nominee. The Trustee shall, promptly after such payment and upon written demand by the Company, return to the Company any funds in excess of the Repurchase Price.

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(a) If by 10:00 a.m. New York City time, on a Repurchase Date, the Trustee (or other Paying Agent appointed by the Company) holds money sufficient to make payment on all the Notes or portions thereof that are to be repurchased on such Repurchase Date, then, with respect to the Notes that have been properly surrendered for repurchase and have not been validly withdrawn, (i) such Notes will cease to be outstanding, (ii) interest will cease to accrue on such Notes (whether or not book-entry transfer of the Notes has been made or the Notes have been delivered to the Trustee or Paying Agent) and (iii) all other rights of the Holders of such Notes will terminate (other than the right to receive the Repurchase Price and, if applicable, accrued and unpaid interest).

(b) Upon surrender of a Note that is to be repurchased in part pursuant to Section 3.01 or Section 3.02, the Company shall execute and the Trustee shall, upon receipt of a Company Order, authenticate and deliver to the Holder a new Note in an authorized denomination equal in principal amount to the unrepurchased portion of the Note surrendered.

Section 3.05. *Covenant to Comply with Applicable Laws Upon Repurchase of Notes*. In connection with any repurchase offer, the Company shall, if required:

(a) comply with the provisions of Rule 13e-4, Rule 14e-1 and any other tender offer rules under the Exchange Act;

(b) file a Schedule TO or any other required schedule under the Exchange Act; and

(c) otherwise comply with all federal and state securities laws in connection with any offer by the Company to repurchase the Notes;

in each case, so as to permit the rights and obligations under this Article 3 to be exercised in the time and in the manner specified in this Article 3.

Article 4
COVENANTS

Section 4.01. *Payment of Notes*. The Company will pay or cause to be paid the principal of, Change of Control Repurchase Price, Four Year Repurchase Price or Redemption Price for, and any accrued and unpaid interest on, the Notes on the dates and in the manner required under this Indenture. Any principal of, Change of Control Repurchase Price, Four Year Repurchase Price or Redemption Price for, or interest on, a Note will be considered paid on the date due if the Paying Agent, if other than the Company or a Subsidiary thereof, holds, as of 10:00 a.m. New York City time on the due date, money deposited by the Company in immediately available funds and designated for, and sufficient to pay, such principal, Change of Control Repurchase Price, Four Year Repurchase Price, Redemption Price or interest then due. To the extent lawful, the Company will also pay Default Interest (including post-petition interest in any proceeding under any Debtor Law) on any Defaulted Amounts in accordance with Section 2.04 hereof.

Section 4.02. *144 Information*. Whenever the Company is not subject to Section 13 or Section 15(d) of the Exchange Act, if any Notes or shares of Common Stock issuable upon the conversion of the Notes constitute "restricted securities" within the meaning of Rule 144, the Company will make publicly available the information described in Rule 144(c)(2) of the Securities Act.

Section 4.03. *Reports*.

(a) The Company will furnish to the Trustee and the Holders, (i) within 15 calendar days after it is required to file the same with the SEC (after giving effect to any grace period provided by Rule 12b-25 under the Exchange Act (or any successor rule)), all the quarterly and annual reports and the information, documents and other reports, if any, that it is required to file with the SEC pursuant to Section 13 or 15(d) of the Exchange Act. Any such report, information or document that the Company files with the SEC through the EDGAR system (or any successor thereto) will be deemed to be delivered to the Trustee and the Holders for the purposes of this Section 4.03 at the time of such filing through the EDGAR system (or such successor thereto) and (ii) the Company shall be obligated to provide to the Trustee the same quarterly and annual reports and the information, documents and other reports that are provided in Section 4.03(a)(i) regardless of whether or not the Company is required to filed under Section 13 or 15(d) of the Exchange Act; *provided*, *however*, that the Trustee shall have no obligation or responsibility to determine whether the Company is required to file any

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report or other information with the SEC or the Trustee, whether the Company's information is available on the EDGAR system (or any successor thereto) or whether the Company has otherwise delivered any notice or report in accordance with the requirements specified in this Section 4.03.

(b) [Reserved].

(c) Delivery of such quarterly and annual reports, and such other documents, information and other reports to the Trustee will be for informational purposes only, and the Trustee's receipt of such will not constitute actual or constructive notice of any information contained therein or determinable from information contained therein, including the Company's or any Guarantor's compliance with any of its covenants hereunder (as to which the Trustee is entitled to rely conclusively on an Officers' Certificate).

Section 4.04. *Additional Interest*.

(a) *General*. If, at any time during the period beginning on, and including, the date that is six months after the Issue Date and ending on, but not including, the Free Trade Date of any Note, the Company fails to timely file (after giving effect to any grace period provided by Rule 12b-25) any document or report that it is required to file with the SEC pursuant to Sections 13 or 15(d) of the Exchange Act, as applicable (other than current reports on Form 8-K), the Company will pay additional interest (the "**Additional Interest**") on the principal amount of such Note. The Additional Interest will accrue from the due date of each such missed filing until the earlier of (i) the Free Trade Date and (ii) the date such failure to file is corrected.

In addition, if any Note, or any shares of Common Stock issued upon the conversion of any Note, is not Freely Tradable at all times on and after the Free Trade Date (or the next succeeding Business Day if the Free Trade Date is not a Business Day) with respect to such Note, then the Company will pay Additional Interest on such Note. Such Additional Interest will accrue on each day during such period on which such Note is not Freely Tradable on and after the Free Trade Date (or the next succeeding Business Day if the Free Trade Date is not a Business Day). The accrual of Additional Interest will be the exclusive remedy available to Holders for the failure of the Notes or the Common Stock issued upon the conversion of the Notes to become Freely Tradable.

Further, if at any time from and after (i) with respect to a Shelf Registration Statement filed pursuant to Section 4(k)(i)(1) of the Securities Purchase Agreement, 90 days after the Issue Date (or, if subject to a review by the SEC staff, 120 days after the Issue Date), and (ii) with respect to a registration statement filed pursuant to Section 4(k)(i)(4) of the Securities Purchase Agreement (each, an "**Additional Registration Statement**"), 105 days after the necessity therefor arises (or, if subject to review by the SEC staff, 135 days after the necessity therefor arises), and during the time period the Company is required to use its best efforts to keep a Shelf Registration Statement (as defined in the Securities Purchase Agreement) or Additional Registration Statement, as the case may be, continuously effective under Section 4(k)(i)(2) of the Securities Purchase Agreement there shall not be continuously effective a Shelf Registration Statement under the Securities Act (and other registration or qualification under the securities or blue sky laws of such jurisdictions in the United States as the holders of a majority of the issued or issuable Registrable Securities (as defined in the Securities Purchase Agreement) may reasonably request under Section 4(k)(ii)(2) of the Securities Purchase Agreement) covering the resale of the number of Registrable Securities required to be covered under Section 4(k) of the Securities Purchase Agreement (a "**Registration Failure**"), then the Company shall pay Additional Interest on the portion of the principal amount of each Note equal to the product of (x) the number of Registrable Securities required to be covered for resale under such Shelf Registration Statement or Additional Registration Statement, as the case may be, for the Holder of such Note but that is not so covered, multiplied by (y) the Conversion Price; provided, however, that, for the avoidance of doubt, with respect to Cut Back Shares (as defined in the Securities Purchase Agreement) that are includable in an Additional Registration Statement, the Company shall be required to pay Additional Interest only pursuant to clause (ii) of this paragraph, and with respect to Cut Back Shares that are not includable in any Additional Registration Statement, the Company shall not be required to pay Additional Interest. Such Additional Interest will accrue on each day during such period on which such Shelf Registration Statement (and such other registration or qualification) is not in effect and covering the resale of the number of Registrable Securities required to be covered under Section 4(k) of the Securities Purchase Agreement.

In each case, the Additional Interest will be payable on the same dates and in the same manner as the stated interest on the applicable Note and will accrue at the rate of 0.25% per annum on the principal amount of such Note (or the lesser amount stated above with respect to a Registration Failure).

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(b) *Notice to Trustee*. If the Company is required to pay Additional Interest on any Note, no later than five Business Days prior to the date on which such Additional Interest is scheduled to be paid, the Company will provide to the Trustee (and if the Trustee is not the Paying Agent, to the Paying Agent) an Officers' Certificate, which Officers' Certificate will state (i) that the Company is obligated to pay Additional Interest pursuant to this Section 4.04, (ii) the amount of such Additional Interest that the Company is required to pay under this Section 4.04, (iii) the amount of such Additional Interest that the Company will pay, (iv) the scheduled date on which such Additional Interest will be paid to Holders and (v) a direction that the Trustee (or, if the Trustee is not the Paying Agent, the Paying Agent) pay such Additional Interest to the extent it receives funds from the Company to do so, on the scheduled payment date for such Additional Interest. The Trustee will not have any duty or responsibility to any Holder to determine whether any Additional Interest is payable, or, if any Additional Interest is payable, the amount of such Additional Interest that is payable.

Section 4.05. *Compliance Certificate*.

(a) *Annual Compliance Certificate*. Within 90 days after the end of each fiscal year of the Company, beginning with the fiscal year ending on December 31, 2022, the Company will deliver to the Trustee and the Collateral Agent an Officers' Certificate, which Officers' Certificate will state (i) that the Officers signing such Officers' Certificate have supervised a review of the activities of the Company and the Subsidiaries with a view to determining whether the Company has kept, observed, performed and fulfilled its obligations under this Indenture during the preceding fiscal year, and (ii) to the knowledge of each of the Officers signing such Officers' Certificate, (A) whether the Company has kept, observed, performed and fulfilled each and every covenant contained in this Indenture and is not in default in the performance or observance of any of the terms, provisions and conditions of this Indenture (without regard to any period of grace or requirement of notice provided under this Indenture) or, if one or more Defaults or Events of Default have occurred, what events triggered such Defaults or Events of Default and what actions the Company is taking or proposes to take with respect to such Defaults or Events of Default, and (B) whether any event has occurred and remains in existence by reason of which any payment of the principal of, the Change of Control Repurchase Price or the Redemption Price for, or interest on, or any delivery of any of the consideration due upon conversion of, a Note is prohibited, and, if any such event has occurred and remains in existence, a description, in reasonable detail, of such event or events and what actions the Company is taking or proposes to take with respect to such event or events.

(b) *Certificate of Default or Event of Default*. As soon as possible, and in any event within five Business Days after a Default occurs, the Company will deliver to the Trustee and the Collateral Agent an Officers' Certificate describing such Default, its status and a description, in reasonable detail, of what action the Company is taking or proposes to take with respect to such Default.

Section 4.06. *Restriction on Purchases and Sales by the Company and by Affiliates of the Company*. Neither the Company nor any Subsidiary will purchase or otherwise acquire any Notes without canceling such Notes. Any Note or Common Stock issued upon the conversion or exchange of a Note or otherwise in respect of a Note that is repurchased or owned by any affiliate of the Company (as defined under Rule 144) (or any Person who was an affiliate of the Company at any time during the three months immediately preceding) may not be resold by such affiliate (or such Person, as the case may be) unless registered under the Securities Act or resold pursuant to an exemption from the registration requirements of the Securities Act in a transaction that results in such Note or Common Stock, as the case may be, no longer being a "restricted security" (as defined under Rule 144).

Section 4.07. *Holder Filings; Company Responsibility and Cooperation*. The Company shall provide reasonable assistance and cooperation to any Holder or purchaser of Notes in connection with any filings required to be made with, or approvals required to be obtained of, any Governmental Authority by such Holder or purchaser in connection with the Notes (including by making any filings required to be made by the Company) and such filings and/or Governmental Authority approvals by any Holder shall be without charge to the Holder or the purchaser and shall be the responsibility of the Company.

Section 4.08. *Corporate Existence*. Subject to Article 5 hereof, the Company will do or cause to be done all things necessary to preserve and keep in full force and effect:

(a) its corporate existence, and the corporate, partnership or other existence of each Subsidiary, in accordance with the respective organizational documents (as the same may be amended from time to time) of the Company or such Subsidiary, as applicable; and

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(b) the rights (charter and statutory), licenses and franchises of the Company and the Subsidiaries;

provided, *however*, that the Company will not be required to preserve any such right, license or franchise, or the corporate, partnership or other existence of a Subsidiary, if the Board of Directors determines that the preservation thereof is no longer desirable in the conduct of the business of the Company and the Subsidiaries, taken as a whole, and that the loss thereof is not, individually or in the aggregate, adverse in any material respect to the Holders.

Section 4.09. *Par Value Limitation*. The Company will not take any action that, after giving effect to any adjustment pursuant to Section 10.04 or 10.05, would result in the Conversion Price becoming less than the par value of one share of Common Stock.

Section 4.10. *Stay, Extension and Usury Laws*. The Company and each of the Guarantors covenants that, to the extent that it may lawfully do so, it will not at any time insist upon, plead, or in any manner whatsoever claim or take the benefit or advantage of, any stay, extension or usury law or other law that would prohibit or forgive the Company or any Guarantor from paying all or any portion of the principal of or interest on the Notes as contemplated herein or in the Note Guarantees, wherever enacted, now or at any time hereafter in force, or that may affect the covenants or the performance of this Indenture; and each of the Company and the Guarantors, to the extent that it may lawfully do so, hereby expressly waives all benefit or advantage of any such law, and covenants that it will not, by resort to any such law, hinder, delay or impede the execution of any power herein granted to the Trustee, but will instead suffer and permit the execution of every such power as though no such law had been enacted.

Section 4.11. *Further Instruments and Acts*. Upon request of the Trustee or the Collateral Agent, the Company and each of the Guarantors will execute and deliver such further instruments and do such further acts as may be reasonably necessary or proper to carry out more effectively the terms of this Indenture.

Section 4.12. *Restricted Payments*.

(a) The Company will not make and will not permit any Restricted Subsidiaries to make, either directly or indirectly, whether in cash, property, or in obligations of any the Company or any Restricted Subsidiary, (w) any payment on, or declare or pay any dividend with respect to, or make any payment on account of, any Equity Interests of the Company or any Subsidiary, whether now or hereafter outstanding; (x) any repurchase, redemption, retirement, defeasance, sinking fund or similar payment, purchase or other acquisition for value, direct or indirect, of any Equity Interests of the Company or any Subsidiary, now or hereafter outstanding; (y) any payment to retire, or to obtain the surrender of, any outstanding warrants, options or other rights for the purchase or acquisition of shares of any class of Equity Interests of the Company or any Subsidiary, now or hereafter outstanding; or (z) any payment of any management, consulting, monitoring or advisory fees or any other fees or expenses (including the reimbursement thereof by the Company or a Restricted Subsidiary) pursuant to any management, consulting, monitoring, advisory or other services agreement to any holder of any Equity Interests of the Company, a Subsidiary or any of their Affiliates (collectively, "**Restricted Payments**"), except that the Company and the Restricted Subsidiaries may:

(i) declare and pay dividends and make other distributions and payments with respect to its Equity Interests if payable solely in its Equity Interests (other than Disqualified Equity Interests);

(ii) purchase or otherwise acquire Equity Interests in any Restricted Subsidiary using additional shares of their Equity Interests (other than Disqualified Equity Interests);

(iii) (A) make repurchases or redemptions of their Equity Interests (I) in connection with the exercise of stock options or restricted stock awards if such Equity Interests represent all or a portion of the exercise price thereof, including any such Equity Interests withheld to cover such exercise price pursuant to a "cashless" exercise thereof, or (II) deemed to occur upon the withholding of a portion of such Equity Interests issued to directors, officers, or employees of the Company or a Restricted Subsidiary under any stock option plan or other benefit plan or agreement for directors, officers, and employees of the Company or a Subsidiary to cover withholding tax obligations of such Persons in respect of such issuance, and (B) make other Restricted Payments, not exceeding $100,000 in the aggregate for any fiscal year, pursuant to and in accordance with

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stock option plans or other benefit plans or agreements for directors, officers, and employees of the Company or a Restricted Subsidiary;

(iv) in the case of Restricted Subsidiaries, declare and pay dividends and make other distributions and payments with respect to its Equity Interests payable to the Company or Restricted Subsidiaries;

(v) redeem shares of the Company's Series A Cumulative Convertible Preferred Stock outstanding on the Issue Date if, as and when required by the terms thereof in effect on the Issue Date, provided, however, that any such redemption so required, prior to the third anniversary of the Issue Date, by reason of a Listing Event (as defined in the Certificate of Designation of such Preferred Stock) shall be effected only from the proceeds to the Company from such Listing Event; and

(vi) so long as no Default or Event of Default has occurred and is continuing or would result therefrom, the Company and the Restricted Subsidiaries may make other Restricted Payments not otherwise permitted by this Section 4.12 in an amount not to exceed $500,000 until satisfaction and discharge of this Indenture.

(b) Notwithstanding Section 4.12(a) hereof, commencing on the third anniversary of the Issue Date, the Company may make a Restricted Payment to the extent that (i) no Default or Event of Default has occurred and is continuing or would occur after giving effect to such Restricted Payment and (ii) the Consolidated Leverage Ratio is, for the Reference Period at the time of such Restricted Payment and after giving *pro forma* effect thereto, less than 2.25 to 1.00.

(c) No Qualified Restricted Subsidiary shall make any Restricted Payment other than: (i) dividends or distributions to other Qualified Restricted Subsidiaries; and (ii) Restricted Payments to the Company or a Restricted Subsidiary that is not a Qualified Restricted Subsidiary in an aggregate amount not to exceed $1,000,000.

Section 4.13. *Restrictive Agreements*.

(a) The Company will not, and will not permit any Restricted Subsidiary to, enter into or permit to exist or become effective any consensual encumbrance or restriction on the ability of the Company or a Subsidiary to:

(i) make Restricted Payments in respect of any Equity Interests of a Restricted Subsidiary held by, or pay any Debt owed to, the Company or any other Restricted Subsidiary;

(ii) make loans or advances to, or Investments in, a Restricted Subsidiary; and

(iii) transfer any of its assets to a Restricted Subsidiary, except for such encumbrances or restrictions (a) existing under this Indenture or (b) with respect to a Restricted Subsidiary imposed pursuant to an agreement that has been entered into in connection with the Disposition of all or substantially all of the Equity Interests or assets of such Restricted Subsidiary.

(b) The restrictions in Section 4.13(a) will not apply to encumbrances or restrictions existing under or by reason of:

(i) the Note Documents;

(ii) applicable law, rule, regulation, order, approval, license, permit or similar restriction (whether or not existing on the Issue Date);

(iii) any instrument governing Debt or Equity Interests of a person acquired by the Company or a Restricted Subsidiary as in effect at the time of such acquisition, except to the extent incurred in contemplation thereof;

(iv) customary non-assignment provisions in leases entered into in the ordinary course of business and consistent with past practices;

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(v) purchase money obligations for property acquired in the ordinary course of business that impose restrictions on that property;

(vi) any agreement for the sale or other disposition of a Restricted Subsidiary that restricts distributions by that Subsidiary pending its sale or other disposition;

(vii) permitted refinancing debt with terms that are not materially more restrictive than the existing debt being refinanced;

(viii) Other Permitted Debt of the Company and Restricted Subsidiaries with terms that are customary and not materially more restrictive than other Debt terms;

(ix) Permitted Liens that limit the right of the debtor to dispose of the assets subject to such Liens; and

(x) restrictions on cash or other deposits or net worth imposed by customers under contracts entered into in the ordinary course of business.

Section 4.14. *Incurrence of Debt.*

(a) The Company will not, and will not permit any Restricted Subsidiary to, directly or indirectly, create, incur, issue, assume, enter into a guarantee of or otherwise become directly or indirectly liable, contingently or otherwise, with respect to (collectively, "incur") any Debt (including acquired Debt) or issue Disqualified Equity Interests; provided that the Company may incur Debt or issue Disqualified Equity Interests and any Restricted Subsidiary may incur Debt if the Consolidated Leverage Ratio is, for the Reference Period at the time of incurrence and after giving *pro forma* effect thereto, less than 2.25 to 1.00.

(b) Notwithstanding anything to the contrary therein, Section 4.14(a) will not prohibit the incurrence of any of the following items of Debt (collectively, "**Permitted Debt**"):

(i) Debt represented by the Notes and the other Note Documents;

(ii) Debt of the Company or a Restricted Subsidiary owed to the Company or a Restricted Subsidiary;

(iii) Debt incurred to finance the acquisition, construction, or improvement of fixed or capital assets (including Capital Lease Obligations and sale and lease back transactions) provided that (a) such Debt is incurred prior to or within 180 days after such acquisition or the completion of such construction or improvement, (b) such Debt when incurred shall not exceed the purchase price or the construction costs of the asset financed, and (c) the aggregate principal amount of Debt permitted by this Section 4.14(b)(iii) shall not exceed, in the aggregate at any time outstanding, (x) $5,500,000 plus (y) up to an additional $2,200,000 if and to the extent incurred in connection with the contemplated sale and lease back transaction described on Schedule 4.14;

(iv) Debt existing on the date hereof and listed on Schedule 4.14 and any refinancings, modifications, renewals, and extensions of any such Debt; provided that (x) the principal amount of such Debt shall not be increased from the principal amount outstanding at the time of such refinancing, modification, renewal, or extension, (y) the maturity of such Debt shall not be shortened, and (z) the terms relating to collateral (if any) and subordination (if any) of any such refinancing, modification, renewing, or extending Debt, and of any agreement entered into and of any instrument issued in connection therewith, are not more favorable to the holders than the terms of any agreement or instrument governing the Debt being so refinanced, modified, renewed, or extended;

(v) [Reserved];

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(vi) obligations, contingent or otherwise, of the Company or a Restricted Subsidiary guaranteeing or having the effect of guaranteeing any Debt of the Company or a Restricted Subsidiary permitted under another clause of this Section 4.14;

(vii) current liabilities incurred in the ordinary course of business through the obtaining of credit and for credit on an open account basis customarily extended and in fact extended in connection with normal purchases of goods and services (excluding for the avoidance of doubt merchant cash advances or any sale of receivables);

(viii) Debt incurred by the Company or a Restricted Subsidiary arising from agreements providing for earn-outs or indemnification or from guaranties or letters of credit, surety bonds, performance bonds or other contingent obligations securing the performance of such Person pursuant to such agreements, permitted dispositions of any business, assets of the Company or a Restricted Subsidiary in an aggregate amount outstanding not to exceed $1,000,000, or if, and to the extent that, no payment of principal, interest or any other amount in respect to such Debt is due and payable until at least 91 days after the Maturity Date of the Notes;

(ix) Debt in respect of netting services, overdraft protections and otherwise in connection with deposit accounts;

(x) non-recourse Debt incurred by the Company or a Restricted Subsidiary to finance the payment of insurance premiums of such Person;

(xi) Debt to any Person providing workers' compensation, health, or disability insurance or other employee benefits or property, casualty, or liability insurance to the Company or a Restricted Subsidiary incurred in connection with such Person's providing those benefits or that insurance pursuant to customary reimbursement or indemnification obligations to that Person;

(xii) Debt of the Company or a Restricted Subsidiary owed to an Affiliate of such Person incurred in the ordinary course of business consistent with such Person's historical Affiliate transactions in an aggregate amount outstanding not to exceed $500,000; and

(xiii) other Debt of the Company and the Restricted Subsidiaries in an aggregate principal amount not to exceed $1,000,000 at any time; provided that none of such Debt may be secured.

Section 4.15. *Liens*. The Company will not, and will not permit any Restricted Subsidiary to, create, incur, assume, or permit to exist any Lien on any property or assets (including Equity Interests of a Restricted Subsidiary) now owned or hereafter acquired by the Company or a Restricted Subsidiary or on any income or rights in respect of any thereof, except (collectively, "**Permitted Liens**"):

(a) Liens created pursuant to or arising under this Indenture and the other Note Documents;

(b) (i) Liens on property and assets acquired by the Company or a Restricted Subsidiary after the Issue Date that are not Identified Acquisition Target Assets securing Debt to the extent the net proceeds of such Debt are used to acquire such property and assets, provided that (1) at least the sum of (x) $80 million of the net proceeds from the Notes issued on the Issue Date, plus (y) the proceeds of any sale-leaseback of assets acquired in any Permitted Acquisition occurring within 180 days of such acquisition, plus (z) the proceeds of any Disposition by any Qualified Restricted Subsidiary under Section 4.18(f) have been used to consummate Permitted Acquisitions prior to the granting of any such Lien, (2) the Consolidated Leverage Ratio for the Reference Period, calculated on a pro forma basis giving effect to such acquisition and all related transactions, would have been less than 1.40 to 1.00, (3) the Collateral Agent, for the benefit of the Secured Parties, shall be granted a Lien on such property and assets ranking junior only to such Lien (and any Liens permitted to be senior to such Lien under this Section 4.15), and (4) the grantee of any such Lien shall become a party to the Intercreditor Agreement and (ii) Liens on Collateral ranking junior to the Liens securing Debt incurred pursuant to Section 4.14(a), provided that the grantee of any such Lien shall become a party to the Intercreditor Agreement;

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(c) Liens imposed by law for taxes, assessments, or governmental charges not yet due or which are being contested in good faith and by appropriate proceedings diligently conducted if adequate reserves with respect thereto are maintained in accordance with GAAP on the books of the applicable Person;

(d) carriers', warehousemen's, mechanics', materialmen's, repairmen's, and other similar Liens imposed by law, arising in the ordinary course of business, and securing obligations that are not overdue by more than 90 days or that are being contested in good faith and by appropriate proceedings diligently conducted;

(e) Liens arising solely by virtue of any statutory or common law provision relating to banker's liens rights or set-off or similar rights;

(f) pledges and deposits and other Liens (i) made in the ordinary course of business in compliance with workers' compensation, unemployment insurance, and other social security laws or regulations and (ii) securing liability for reimbursement or indemnification obligations of (including obligations in respect of letters of credit or bank guarantees for the benefit of) insurance carriers providing property, casualty, or liability insurance to the Company or a Restricted Subsidiary;

(g) Liens (including deposits) to secure the performance of bids, tenders, trade contracts, leases, statutory obligations, surety and appeal bonds, performance bonds, and other obligations of like nature, in each case in the ordinary course of business;

(h) easements, zoning restrictions, rights-of-way, minor defects or irregularities in title, and similar encumbrances on real property imposed by law or arising in the ordinary course of business which, in the aggregate, are not material in amount and which do not materially detract from the value of the affected property or interfere materially with the ordinary conduct of business of the Company or a Restricted Subsidiary;

(i) Liens on assets acquired, constructed, or improved by the Company or a Subsidiary after the date of this Indenture; provided that (i) such security interests secure Debt permitted by Section 4.14(b)(iii), (ii) such Liens and the Debt secured thereby are incurred prior to or within 180 days of such acquisition or the completion of such construction or improvement, (iii) such Liens shall not apply to any other property or assets of the Company such Restricted Subsidiary, and (iv) the amount of Debt initially secured thereby is not more than 100% of the purchase price or construction or improvement cost of such fixed or capital asset;

(j) Liens in existence as of the date hereof which are listed on Schedule 4.15, securing Debt permitted by Section 4.14(b)(iv), and any renewals, modifications, replacements, and extensions of such Liens; provided that (i) the aggregate principal amount of the Debt secured by such Liens does not increase from that amount outstanding at the time of any such renewal, modification, replacement, or extension,(ii) any such renewal, modification, replacement, or extension does not encumber any additional assets or properties of the Company or a Restricted Subsidiary, (iii) in the event the loan outstanding pursuant to the Loan Agreement dated as of February 21, 2021 and as amended from time to time by and among certain of the Company's Subsidiaries, SHWZ Altmore, LLC and GGG Partners, LLC is refinanced, the Debt issued in connection with such refinancing (together with any portion of such loan, if any, not refinanced) may not be secured on a first lien basis with collateral having a Fair Market Value of more than $30.0 million; and (iv) in the event of refinancing the deferred payment obligation for part of the purchase prices for the "StarBuds" assets acquired by the Subsidiary SBUD LLC, the Debt issued in connection with such refinancing (together with any portion of such deferred payment obligation, if any, not refinanced) may not be secured on a first-lien basis with collateral having a Fair Market Value of more than $55 million and, in each case, the grantee of any such Lien shall become a party to the Intercreditor;

(k) to the extent such transactions create a Lien thereunder, liens in favor of lessors securing operating leases;

(l) a Lien existing on any property or asset prior to the acquisition thereof by the Company or a Restricted Subsidiary or any Lien existing on any property or asset of any Person that becomes a Restricted Subsidiary at the time such Person becomes a Subsidiary; provided that (i) such Lien is not created in contemplation of, or in connection with, such acquisition or such Person becoming a Restricted Subsidiary, (ii) such Lien shall apply to the same category, type, and scope of assets, and (iii) such Lien shall secure only those obligations which it secures on the date of such acquisition or the date such Person becomes a Restricted Subsidiary, and any refinancing, refunding, extension, renewal, or replacement thereof that does not increase the outstanding principal amount

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thereof plus any accrued interest, premium, fee, and reasonable and documented out-of-pocket expenses payable in connection with any such refinancing, refunding, extension, renewal, or replacement;

(m) judgment or other similar Liens in connection with legal proceedings in an aggregate principal amount up to $1.0 million which, whether immediately or with the passage of time (i) do not give rise to an Event of Default under Section 6.01(i) and (ii) are being contested in good faith by appropriate proceedings diligently conducted;

(n) [Reserved];

(o) Liens arising from precautionary Uniform Commercial Code financing statement filings solely as a precautionary measure in connection with operating leases or consignment of goods;

(p) non-exclusive licenses of patents, trademarks and other intellectual property rights granted by the Company or a Subsidiary in the ordinary course of business and not interfering in any respect with the ordinary conduct of the business of the Company and the Restricted Subsidiaries; and

(q) any other Liens on property not otherwise permitted by this Section 4.15 so long as neither (i) the aggregate principal amount of the Debt and other obligations secured thereby nor (ii) the aggregate fair market value (determined as of the date such Lien is incurred) of the assets subject thereto exceeds $1,000,000 million at any time outstanding; provided that to the extent any such Lien is on Collateral, the grantee thereon shall become a party to the Intercreditor Agreement.

Section 4.16. *Mergers; Nature of Business. The Company will not, and will not permit a Restricted Subsidiary to:*

(a) Merge into or consolidate with any other Person or permit any other Person to merge into or consolidate with it, or liquidate or dissolve, except (i) in connection with an acquisition otherwise permitted by this Indenture where the surviving Person is a direct or indirect wholly owned Restricted Subsidiary; (ii) any Restricted Subsidiary may merge into the Company or another Restricted Subsidiary, and (iii) the Company may consummate any transaction subject to and in compliance with Article V.

(b) Engage in any business other than businesses of the type conducted by the Company and the Restricted Subsidiaries on the date hereof and businesses reasonably related thereto.

No Qualified Restricted Subsidiary may effect any merger or consolidation with or into any Person other than a Qualified Restricted Subsidiary.

Section 4.17. *Investments*. The Company will not, and will not permit a Restricted Subsidiary to, make any advance, loan, extension of credit (by way of guaranty or otherwise), or capital contribution to, or purchase, hold, or acquire any Equity Interests, bonds, notes, debentures, or other debt securities of, or any assets constituting a business unit of, or make any other investment in, any Person (all of the foregoing, "**Investments**"), except:

(a) Investments in cash and Cash Equivalents;

(b) Investments existing on the date hereof and listed on Schedule 4.17;

(c) Minority equity investment in an affiliate of the seller of the Mission Identified Acquisition Target Assets if such acquisition is completed;

(d) Guarantees permitted by Section 4.14;

(e) loans and advances to officers, directors, or employees of the Company or a Restricted Subsidiary in the ordinary course of business (including for travel, entertainment, and relocation expenses (but not to purchase or repurchase Equity Interests) in an aggregate amount not to exceed $200,000 at any time outstanding;

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(f) Equity investments in or loans to Unrestricted Subsidiaries in an aggregate amount not to exceed at any time $1,000,000;

(g) extensions of trade credit in the ordinary course of business (including any instrument evidencing the same and any instrument, security, or other asset acquired through bona fide collection efforts with respect to the same);

(h) Investments in Permitted Acquisitions otherwise permitted by this Indenture;

(i) ownership by the Company or a Restricted Subsidiary of the equity interests of any of their respective Restricted Subsidiaries, including Restricted Subsidiaries established or created after the Closing Date in compliance with all applicable terms of this Indenture;

(j) Investments (i) in any securities received in satisfaction or partial satisfaction thereof from financially troubled account debtors, (ii) consisting of deposits, prepayments and other credits to suppliers made in the ordinary course of business consistent with the past practices of the Company and the Restricted Subsidiaries and (iii) capital stock of trade creditors or customers that are received in settlement of bona fide disputes;

(k) Investments consisting of Restricted Payments permitted to be made by Section 4.12;

(l) prepaid expenses and deposits for lease obligations or in connection with the provision of goods or services, in each case incurred in the ordinary course of business;

(m) accounts created and trade debt extended in the ordinary course of business; and

(n) in other Investments by the Company and the Restricted Subsidiaries in an aggregate amount (valued at cost) not to exceed $5.0 million.

The Company will not, and will not permit any Restricted Subsidiary to, acquire any Identified Acquisition Target Assets unless such Identified Acquisition Target Assets are acquired by a Qualified Restricted Subsidiary.

No Qualified Restricted Subsidiary shall make any Investment other than: (i) an Investment in another Qualified Restricted Subsidiary or a Person that becomes a Qualified Restricted Subsidiary or pursuant to a Permitted Acquisition by Qualified Restricted Subsidiaries; and (ii) Investments of a type described in clauses (a), (d), (e), (g), (i), (j), (k), (l) or (m) of Section 4.17.

No Qualified Restricted Subsidiary shall own or hold any Priority Credit Agreement Collateral (as defined in the Intercreditor Agreement) or Priority StarBuds Seller Collateral (as defined in the Intercreditor Agreement).

Section 4.18. *Limitation on Dispositions*. The Company will not, and will not permit a Restricted Subsidiary to, dispose of any of its property, whether now owned or hereafter acquired, or issue or sell any Equity Interests to any Person, except:

(a) sale or Disposition of machinery and equipment no longer used or useful in the business of the Company or a Restricted Subsidiary;

(b) Disposition of obsolete or worn-out property in the ordinary course of business;

(c) sale of inventory and immaterial assets, in each case in the ordinary course of business;

(d) sale or issuance of any Equity Interests of a Restricted Subsidiary to the Company or another Restricted Subsidiary;

(e) Dispositions resulting from any taking or condemnation of any Property of the Company or a Restricted Subsidiary by any Governmental Authority or any assets subject to a casualty;

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(f) a Disposition in connection with a sale and leaseback otherwise permitted by this Indenture;

(g) Dispositions of other property in any fiscal year of the Company, so long as such property, together with all other property Disposed of during such fiscal year, shall have a fair market value not exceeding $1.0 million;

(h) licensing, on a non-exclusive basis, of intellectual property rights in the ordinary course of business that does not materially affect the value to, or use by, the Company and its Restricted Subsidiaries of such intellectual property;

(i) leasing or subleasing assets in the ordinary course of business;

(j) lapse of intellectual property of the Company or a Restricted Subsidiary to the extent not economically desirable in the conduct of its business or the abandonment of intellectual property rights in the ordinary course of business so long as such lapse is not adverse to the interests of the Holders;

(k) involuntary loss, damage or destruction of property;

(l) Dispositions of cash and cash equivalents in the ordinary course of business;

(m) sale or discount, in each case without recourse and in the ordinary course of business, by the Company or a Restricted Subsidiary of accounts receivable or notes receivable arising in the ordinary course of business, but only in connection with the compromise or collection thereof or in connection with the bankruptcy or reorganization of the applicable account debtors and dispositions of any securities received in any such bankruptcy or reorganization; and

(n) Dispositions in connection with settlement of disputes in amounts that are not, individually or in the aggregate, material to the Company or its operations.

No Qualified Restricted Subsidiary shall sell or dispose of any of its property, other than: (i) to another Qualified Restricted Subsidiary; and (ii) a sale or disposition of a type described in clause (a), (b), (c), (e), (f), (g), (h), (i), (j), (k), (l), (m) or (n) of this Section 4.18.

Section 4.19. *Prepayments of Debt and Amendments of Debt Instruments.*

(a) The Company shall not, and shall not permit a Restricted Subsidiary to, make or offer to make any optional or voluntary payment or prepayment on or redemption, defeasance, or purchase of any amounts (whether principal or interest) payable under any Debt which is subordinated in right of payment or collection to the obligations of the Company and the Guarantors under the Notes and Subsidiary Guaranties; provided, that Company and the Restricted Subsidiaries shall be permitted to make any optional or voluntary payment or prepayment on or redemption, defeasance, or purchase of any amounts (whether principal or interest) payable under any Debt permitted pursuant to Section 4.14(b)(xiii).

(b) The Company shall not, and shall not permit a Subsidiary to, amend, modify, waive, or otherwise change, or consent or agree to any amendment, modification, waiver, or other change to any of the terms of any Debt that is subordinated in right of payment or collection to the obligations of the Company and the Restricted Subsidiaries pursuant to the Notes and the Subsidiary Guaranties, other than any amendment, modification, waiver, or other change which (i) would extend the maturity or reduce the amount of any payment of principal thereof or reduce the rate or extend any date for payment of interest thereon and (ii) does not involve the payment of a consent fee.

Section 4.20. *Transactions with Affiliates.*

(a) The Company shall not, and shall not permit any Restricted Subsidiaries to, enter into, renew, extend or be a party to any transaction or series of related transactions (including, without limitation, the purchase, sale, lease, transfer or exchange of property or assets of any kind or the rendering of services of any kind), or the payment of any management, advisory, or similar fees, with any Affiliate unless such transaction is:

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(i) otherwise permitted by the terms of this Indenture;

(ii) in the ordinary course of business of the Company or a Restricted Subsidiary;

(iii) on fair and reasonable terms no less favorable to the Company or a Restricted Subsidiary than those that would have been obtained in a comparable transaction on an arm's length basis from an unrelated Person; and

(iv) if such transaction(s) involve one or more payments by the Company or one or more Restricted Subsidiaries in excess of $500,000 for any single transaction or series of related transactions, the Company delivers to the Trustee and the Collateral Agent a Board Resolution of the Board of Directors set forth in an Officers' Certificate certifying that such transaction complies with this Section 4.20 and that such transaction has been approved by a majority of the disinterested members of the Board of Directors.

(b) The following items will be deemed not to be affiliate transactions and, therefore, will not be subject to the provisions of this Section 4.20:

(i) any employment or severance agreement or other employee compensation agreement, arrangement or plan, or any amendment thereto, entered into by the Company or any Restricted Subsidiary in the ordinary course of business;

(ii) transactions between or among the Company and the Restricted Subsidiaries:

(iii) transactions with a Person that is an Affiliate of the Company solely because the Company owns an Equity Interest in such Person;

(iv) payment of reasonable directors' fees or expenses, the payments of other reasonable benefits and the provision of officers' and directors' indemnification and insurance to the extent permitted by law, in each case in the ordinary course of business;

(v) sales of Equity Interests of the Company (but not, for the avoidance of doubt, any Equity Interests of any Subsidiary) to Affiliates of the Company;

(vi) transactions in effect on the Issue Date; and

(vii) Restricted Payments permitted under Section 4.12.

(c) No Qualified Restricted Subsidiary shall enter into, renew, extend or be party to any transaction or series of related transactions with, or the payment of any management, advisory, or similar fees to, any Affiliate unless such transaction complies with clause (a) of this Section 4.20, other than: (i) transactions exclusively among Qualified Restricted Subsidiaries; and (ii) transactions of a type described in subclause (i), (ii), (iii), (iv) or (vii) of clause (b) of this Section 4.20.

Section 4.21. *Foreign Subsidiaries*. The Company will not, and will not permit any Restricted Subsidiary to, create, maintain, or hold any Equity Securities in any Subsidiary that is not organized and existing under the laws of the any state or commonwealth of the United States other than the District of Columbia.

Section 4.22. *Additional Note Guarantees*.

If, after the date of this Indenture, the Company or any Subsidiary forms or acquires any Subsidiary, then the Company shall cause such Subsidiary to, within 30 Business Days after the date of such event:

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(a) execute and deliver to the Trustee and the Collateral Agent a supplemental indenture in the form attached hereto as Exhibit D and a notation of such Note Guarantee in the form attached hereto as Exhibit B pursuant to which such Subsidiary shall unconditionally guarantee all of the Company's obligations under the Notes and this Indenture on the terms set forth in this Indenture;

(b) execute and deliver all supplements or joinders, as applicable, to the applicable Security Documents in order to grant a Lien in the Collateral owned by such Subsidiary to the same extent as that set forth in this Indenture and the Security Documents and take all actions required by the Security Documents to perfect such Lien; and

(c) deliver to the Trustee and the Collateral Agent an Officers' Certificate and an Opinion of Counsel, each certifying that such supplemental indenture and notation on the Note Guarantee and the other documents described in clause (b) above (i) are permitted and authorized under this Indenture, the Security Documents and the Intercreditor Agreement and comply with the terms hereof and thereof, (ii) have been duly authorized, executed and delivered by such Subsidiary and (iii) constitute a valid and legally binding and enforceable obligations of such Subsidiary, subject to customary exceptions.

Thereafter, such Subsidiary shall be a Guarantor for all purposes.

Section 4.23. *Collateral*.

The Company shall, and shall cause each Guarantor to, take all actions and execute and deliver all documents or deliverables, including each Security Document, to secure the payment obligations of the Company under the Notes and this Indenture (subject to the provisions of the Security Agreement, as applicable) by Liens on the Collateral in accordance with, within the time periods specified by, and subject to the limitations of Section 13.01.

Section 4.24. *Taxes*. The Company will pay, and will cause each Subsidiary to pay, prior to delinquency, all material taxes, assessments and governmental levies except such as are contested in good faith and by appropriate proceedings or where the failure to effect such payment is not adverse in any material respect to the Holders.

Section 4.25. *Maintenance of Property; Insurance*.

(a) The Company shall, and shall cause each Subsidiary to, maintain and preserve all of its property necessary in its business in good working order and condition, ordinary wear and tear excepted.

(b) The Company shall, and shall cause each Subsidiary to, maintain insurance with respect to its property and business (including without limitation, comprehensive general liability, hazard, rent, worker's compensation, property and casualty, and, except with respect to dispensaries, business interruption insurance) with financially sound and reputable insurance companies that are not Affiliates of any Borrower, in such amounts and covering such risks as are usually insured against by similar companies engaged in the same or a similar business.

(c) The Company shall, and shall cause each Subsidiary to, maintain insurance policies covering the Collateral are to be made payable to the Collateral Agent for the benefit of the Secured Parties, as their interests may appear, in case of loss, under a standard non-contributory "lender" or "secured party" clause. All certificates of insurance are to be delivered to the Collateral Agent and the policies are to be premium prepaid, with (other than with respect to director and officer policies) the loss payable and additional insured endorsement in favor of the Collateral Agent for the benefit of the Secured Parties, as their respective interests may appear, and shall provide for not less than 30 days' (10 days' in the case of non-payment) prior written notice to the Collateral Agent of the exercise of any right of cancellation. If any Borrower or any Subsidiary fails to maintain such insurance, the Collateral Agent may arrange for such insurance, but at the Borrowers' expense and without any responsibility on the Collateral Agent's part for obtaining the insurance, the solvency of the insurance companies, the adequacy of the coverage, or the collection of claims. Upon the occurrence and during the continuance of an Event of Default, the Collateral Agent shall have the sole right, in the name of the Secured Parties, the Company or any Subsidiary, to file claims under any insurance policies, to receive, receipt and give acquittance for any payments that may be payable thereunder, and to execute any and all endorsements, receipts, releases, assignments, reassignments or other documents that may be necessary to effect the collection, compromise or settlement of any claims under any such insurance policies. Notwithstanding

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anything to the contrary herein, the Collateral Agent shall have no obligation or duty to obtain or monitor any insurance in respect of the Collateral.

Section 4.26. *Landlord Collateral Access Agreements*. At any time any Collateral with a book value in excess of $100,000 (when aggregated with all other Collateral at the same location) is located on any real property of the Company or a Subsidiary (whether such real property is now existing or acquired after the Issue Date), which is not owned by the Company or a Subsidiary, or is stored on the premises of a bailee, warehouseman, or similar party, the Company or such Subsidiary shall use its best efforts to obtain a collateral access agreement in substantially the form attached hereto as Exhibit E and otherwise reasonably satisfactory to the Collateral Agent as to its rights and duties; provided that with respect to such real property on the Issue Date the Company shall use its best efforts to obtain such collateral access agreements within 120 days of the Issue Date.

Section 4.27. *Minimum Liquidity*. On the last day of each calendar quarter the Company and the Restricted Subsidiaries shall have at least $10.0 million in cash, in the aggregate, on deposit in deposit accounts that constitute Collateral upon which the Collateral Agent shall have a perfected security interest.

Section 4.28. *Fixed Charge Coverage Ratio*. Commencing on the one-year anniversary of the Issue Date, the Company shall maintain a Consolidated Fixed Charge Coverage Ratio as of the last day of each Reference Period of no less than 1.30 to 1.00.

Section 4.29. *Limitation on Designation of Unrestricted Subsidiaries*.

(a) The Board of Directors may designate any Subsidiary newly formed or newly acquired after the Issue Date for the purpose of acquiring assets permitted by Section 4.15(b)(i) as an "**Unrestricted Subsidiary**" under this Indenture (a "**Designation**"), but only if:

(i) no Default or Event of Default shall have occurred and be continuing at the time of or after giving effect to such Designation;

(ii) the Company would be permitted to make, at the time of such Designation, a Permitted Investment in an amount (the "**Designation Amount**") equal to the Fair Market Value of the Company's proportionate interest in such Subsidiary on such date; and

(iii) at the time of such Designation, and after giving pro forma effect thereto, the Consolidated Leverage Ratio would be less than 1.40 to 1.00.

(b) No Subsidiary shall be Designated as an Unrestricted Subsidiary unless:

(i) all of the Debt of such Subsidiary and its Subsidiaries shall, at the date of Designation, consist of Non-Recourse Debt, except for the pledge by the Company or any Restricted Subsidiary of the Equity Interests of such Unrestricted Subsidiary that is permitted as both an incurrence of Debt under Section 4.14 and Investment under Section 4.17 (in each case in an amount equal to the amount of such Debt so guaranteed); and

(ii) on the date such Subsidiary is Designated an Unrestricted Subsidiary, such Subsidiary is not party to any agreement, contract, arrangement or understanding with the Company or any Restricted Subsidiary unless the terms of the agreement, contract, arrangement or understanding are not materially less favorable to the Company or such Restricted Subsidiary than those that could reasonably be expected to have been obtained at the time from Persons who are not Affiliates of the Company.

(c) Any such Designation by the Board of Directors shall be evidenced by delivery to the Trustee of a Board Resolution giving effect to such Designation and an Officers' Certificate certifying that such Designation complies with foregoing conditions. If, at any time, any Unrestricted Subsidiary fails to meet the preceding requirements as an Unrestricted Subsidiary, it shall thereafter cease to be an Unrestricted Subsidiary for purposes of this Indenture and any Debt of such Subsidiary and any Liens on assets

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of such Subsidiary shall be deemed to be incurred by a Restricted Subsidiary at such time and, if such Debt is not permitted to be incurred under Section 4.14 or such Lien is not permitted under Section 4.15, shall be in default of the applicable covenant.

(d) The Board of Directors may redesignate an Unrestricted Subsidiary as a Restricted Subsidiary (a "**Redesignation**") only if:

(i) no Default or Event of Default shall have occurred and be continuing at the time of and after giving effect to such Redesignation; and

(ii) all Liens and Debt of such Unrestricted Subsidiary outstanding immediately following such Redesignation would, if incurred or made at such time, have been permitted to be incurred or made by a Restricted Subsidiary for all purposes of this Indenture.

Any such Redesignation shall be evidenced by delivery to the Trustee of a Board Resolution giving effect to such designation and an Officers' Certificate certifying that such Redesignation complies with the foregoing conditions.

Section 4.30. *Use of Proceeds. On the Closing Date, the Company will deposit the net proceeds from the issuance of the Notes into a deposit account with respect to which the Collateral Agent shall have a perfected security interest, and all such net proceeds in such deposit account shall constitute Priority Convertible Notes Collateral (as defined in the Intercreditor Agreement). All such net proceeds shall be used by the Company to acquire Identified Acquisition Target Assets or to invest in Qualified Restricted Subsidiaries.*

Section 4.31. *Payments for Consents. The Company will not, and will not permit any of its Affiliates to, offer any payment of any kind (whether in cash or otherwise) to any holder of a Note to obtain any consent or agreement to amend, supplement, waive or modify any term of any Note Document unless such payment is offered equally to all holders of the Notes on the same terms.*

Article 5
CONSOLIDATION, MERGER AND SALE OF ASSETS

Section 5.01. *Company May Consolidate, Merge or Sell Its Assets Only on Certain Terms*. The Company will not, directly or indirectly, (a) consolidate with or merge with or into, or (b) sell, convey, transfer or lease all or substantially all of its properties and assets to, any other Person (any such transaction, a "**Reorganization Event**"), unless:

(a) either:

(i) the Company is the surviving corporation; or

(ii) the resulting, surviving or transferee Person (if other than the Company) of such Reorganization Event (the "**Reorganization Successor Corporation**"):

(A) is a corporation organized and validly existing under the laws of any state or commonwealth of the United States other than the District of Columbia; and

(B) expressly assumes, by executing and delivering a supplemental indenture to the Trustee and the Collateral Agent in accordance with Section 9.03 hereof and any other necessary agreements, all of the obligations of the Company under the Notes, this Indenture and the Security Documents.

(b) immediately after giving effect to such Reorganization Event, no Default will have occurred and be continuing;

(c) on or prior to the effective date of such Reorganization Event, the Company delivers to the Trustee and the Collateral Agent an Officers' Certificate and an Opinion of Counsel, each stating that:

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(i) such Reorganization Event and such supplemental indenture and agreements entered into by the Company or the Reorganization Successor Corporation, if any, comply with this Indenture; and

(ii) all conditions precedent to such Reorganization Event and the execution of such supplemental indenture and other agreements, if any, provided in this Indenture have been satisfied.

Notwithstanding anything to the contrary herein, the Company or any Reorganization Successor Corporation shall at all times be a corporation organized and validly existing under any state or commonwealth of the United States other than the District of Columbia.

Section 5.02. *Successor Substituted*. If any Reorganization Event occurs that complies with Sections 5.01(a) hereof, and the Company has complied with Section 5.01(c) hereof:

(a) from and after the date of such Reorganization Event, the Reorganization Successor Corporation for such Reorganization Event will succeed to, and be substituted for, and may exercise every right and power of, the Company under this Indenture and the Notes with the same effect as if such Reorganization Successor Corporation had been named as the Company herein; and

(b) except in the case of a Reorganization Event that is a conveyance, transfer or lease of all or substantially all of the Company's assets, the Person named as the "Company" in the first paragraph of this Indenture or any successor (other than such Reorganization Successor Corporation) that will thereafter have become such in the manner prescribed in this Article 5 will be released from its obligations under this Indenture.

Article 6
DEFAULTS AND REMEDIES

Section 6.01. *Events of Default*. Each of the following events will be an "**Event of Default**":

(a) the Company fails to pay (i) any interest on the Notes, or any fee or other amount payable hereunder or under any other Note Document, when due and such failure remains unremedied for a period of 5 days or (ii) any principal of any Note, Change of Control Repurchase Price, Four Year Repurchase Price, Redemption Price or Make-Whole Premium when due, whether at stated maturity, by acceleration, by mandatory prepayment, or otherwise;

(b) any representation, warranty, certification, or other statement of fact made or deemed made by or on behalf of the Company or any Subsidiary in this Indenture or in any other Note Document or any amendment or modification hereof or thereof or waiver hereunder or thereunder or in any certificate, document, report, financial statement, or other document furnished by or on behalf of the Company or such Subsidiary under or in connection with this Indenture or any other Note Document, proves to have been false or misleading in any material respect (or in any respect if such representation, warranty, certification or other statement of fact is qualified or modified as to materiality or material adverse effect or a similar materiality limitation in the text thereof) on or as of the date made or deemed made;

(c) The Company or any Subsidiary fails to perform or observe any covenant, term, condition, or agreement contained in Section 4.05(b), Section 4.08(a), Section 4.12 through 4.22, Section 4.24 or Section 4.25, or (ii) the Company fails to perform or observe any covenant, term, condition, or agreement contained in Article 3, Article 5, Article 10 or Article 11 and such failure, if capable of being remedied, shall remain unremedied for 10 Business Days;

(d) The Company or any Subsidiary fails to perform or observe any other covenant, term, condition, or agreement contained in this Indenture or any other Note Document (other than as provided in subsections (a) through (c) of this Section 6.01) and such failure continues unremedied for a period of 30 days after written notice from the Trustee to the Company;

(e) The Company or any Subsidiary:

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(i) fails to pay any principal or interest in respect of any Debt (excluding any Debt outstanding under the Notes or the Note Guaranties) when due and such failure continues after the applicable grace period, if any, specified in the agreement or instrument relating to such Debt; or

(ii) fails to perform or observe any other covenant, term, condition, or agreement relating to any such Debt or contained in any instrument or agreement evidencing or relating thereto, or any other event occurs or condition exists, the effect of which failure or other event or condition causes the holder or beneficiary of such Debt (or a trustee or agent on behalf of such holder or beneficiary), with the giving of notice, if required, to declare such Debt to become due prior to its stated maturity; or any such Debt is declared to be due and payable, or required to be prepaid or redeemed (other than by a regularly scheduled required prepayment or redemption or as a mandatory prepayment), purchased, or defeased, or an offer to prepay, redeem, purchase, or defease such Debt shall be required to be made, in each case prior to the stated maturity thereof;

provided that, a default, event, or condition described in clause (A) or (B) above shall not at any time constitute an Event of Default unless, at such time, one or more defaults, events, or conditions of the type described in clauses (A) and (B) above has occurred and is continuing with respect to Debt the outstanding principal amount of which exceeds in the aggregate $1.0 million;

(f)

(i) The Company or any Subsidiary (A) commences any case, proceeding, or other action under any existing or future Debtor Relief Law, seeking (w) to have an order for relief entered with respect to it, (x) to adjudicate it as bankrupt or insolvent, (y) reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition, or other relief with respect to it or its debts, or (z) appointment of a receiver, trustee, custodian, conservator, or other similar official for it or for all or any substantial part of its assets or (B) makes a general assignment for the benefit of its creditors;

(ii) there is commenced against the Company or any Subsidiary in a court of competent jurisdiction any case, proceeding, or other action of a nature referred to in clause (A) above which (x) results in the entry of an order for relief or any such adjudication or appointment or (y) remains undismissed, undischarged, unstayed, or unbonded for 30 days;

(iii) there is commenced against the Company or any Subsidiary any case, proceeding, or other action seeking issuance of a warrant of attachment, execution, or similar process against all or any substantial part of its assets which results in the entry of an order for any such relief which has not been vacated, discharged, stayed, or bonded pending appeal within 30 days from the entry thereof;

(iv) The Company or any Subsidiary is generally not, or is unable to, or admits in writing its inability to, pay its debts as they become due; or

(v) The Company or any Subsidiary takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the acts set forth in clause (i), (ii), or (iii) above;

(g) the Company or any Subsidiary is enjoined, restrained or in any way prevented by the order of any court or any governmental authority from conducting, or otherwise ceases to conduct for any reason whatsoever (other than as a result of any change arising in connection with global health conditions and affecting businesses like that of the Company and the Subsidiaries generally (including the presence or spread of the virus SARS-Co-V-2 or the disease COVID-19 caused by such virus (as each of the virus and disease have been identified by the World Health Organization or any future strains or variations or mutations thereof))), all or any material part of its business for more than 15 days;

(h) any material damage to, or loss, theft or destruction of, any Collateral (not paid or fully covered by insurance as to which the relevant insurance company has been notified and has not denied coverage), or any strike, lockout, labor dispute, embargo, condemnation, act of God or public enemy, or other casualty which causes, for more than 30 consecutive days, the cessation or substantial curtailment of revenue producing activities at any facility of the Company or any Subsidiary;

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(i) one or more judgments or decrees is entered against the Company or any Subsidiary by a court of competent jurisdiction involving, in the aggregate, a liability (not paid or fully covered by insurance as to which the relevant insurance company has been notified and has not denied coverage) in an amount in excess of $1.0 million and all such judgments or decrees have not been vacated, discharged, stayed, or bonded pending appeal within 30 days from the entry thereof;

(j) any Security Document ceases for any reason to be valid, binding, and in full force and effect or any Lien created by any Security Document shall fail or cease to create a valid and perfected and, except to the extent permitted by the terms hereof or thereof, first priority, Lien in favor of the Collateral Agent for the benefit of the Secured Parties on any Collateral purported to be covered thereby;

(k)

(i) any material provision of any Note Document ceases for any reason to be valid, binding, and in full force and effect, other than as expressly permitted hereunder or thereunder;

(ii) the Company or any Subsidiary contests in any manner the validity or enforceability of any provision of any Note Document; or

(iii) the Company or any Subsidiary denies that it has any or further liability or obligation under any provision of any Note Document (other than as a result of satisfaction and discharge of the Notes) or purports to revoke, terminate, or rescind any provision of any Note Document;

(l) the Company or a Subsidiary loses any Cannabis-related licenses, permits, or registrations required under applicable legal requirements currently in effect necessary for the business of the Company or such Subsidiary;

Section 6.02. *Acceleration*.

(a) *Automatic Acceleration in Certain Circumstances*. If an Event of Default specified in Section 6.01(f) hereof occurs, the amounts due on all of the then outstanding Notes will immediately become due and payable without any further action or notice by any party.

(b) *Optional Acceleration*. If any other Event of Default occurs and is continuing, the Trustee, by delivering a written notice to the Company (with a copy to the Collateral Agent), or the Holders of at least 50% in aggregate principal amount of the Notes then outstanding, by delivering a written notice to the Company, the Collateral Agent and the Trustee, may declare the amounts due under all then outstanding Notes immediately due and payable, and upon such declaration, such amounts will immediately become due and payable.

(c) *Rescission of Acceleration*. Notwithstanding anything to the contrary in this Indenture, the Holders of a majority of the aggregate principal amount of the then outstanding Notes may, on behalf of the Holders of all of the then outstanding Notes, rescind any acceleration of the Notes and its consequences hereunder by delivering notice to the Trustee and the Collateral Agent if (i) such rescission would not conflict with any judgment or decree of a court of competent jurisdiction and (ii) all existing Events of Default (other than the nonpayment of any amounts held by a non-consenting Holder that have become due solely as a result of acceleration) have been cured or waived. No such rescission will affect any subsequent Default or impair any right consequent thereto.

Section 6.03. *Other Remedies*. If an Event of Default occurs and is continuing, the Trustee and the Collateral Agent may pursue any available remedy to collect the payment of principal, accrued and unpaid interest, if any, on the Notes or to enforce the performance of any provision of the Notes or this Indenture regarding any other matter. The Trustee and the Collateral Agent may maintain a proceeding even if it does not possess any of the Notes or does not produce any of the Notes in the proceeding. A delay or omission by the Trustee, the Collateral Agent or any Holder in exercising any right or remedy accruing upon an Event of Default will not impair the right or remedy or constitute a waiver of or acquiescence in the Event of Default. No remedy is exclusive of any other remedy. All available remedies are cumulative.

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Section 6.04. *Waiver of Past Defaults*. If an Event of Default described in Section 6.01(a) or a Default that would lead to such an Event of Default occurs and is continuing, such Event of Default or Default may be waived only with the consent of each affected Holder. Every other Event of Default or Default may be waived by the Holders of a majority of the aggregate principal amount of then outstanding Notes. Whenever any Event of Default is so waived, it will cease to exist, and whenever any Default is so waived, it will be deemed cured and any Event of Default arising therefrom will be deemed not to occur. However, no such waiver will extend to any subsequent or other Default or Event of Default or impair any consequent right.

Section 6.05. *Control by Majority*. At any time, the Holders of a majority of the aggregate principal amount of then outstanding Notes may direct the time, method and place of conducting any proceeding for any remedy available to the Trustee or the Collateral Agent, or for exercising any trust or power conferred on the Trustee or the Collateral Agent. However, the Trustee or the Collateral Agent may each refuse to follow any direction that conflicts with law or this Indenture or, subject to Section 7.01 hereof, that the Trustee or the Collateral Agent determines to be unduly prejudicial to the rights of a Holder, the Collateral Agent or to the Trustee, or that would potentially involve the Trustee or the Collateral Agent in personal liability unless the Trustee and the Collateral Agent are each offered indemnity or security satisfactory to it against any loss, liability or expense to the Trustee and the Collateral Agent that may result from the Trustee's or the Collateral Agent instituting such proceeding as the Trustee or the Collateral Agent, as applicable. Prior to taking any action hereunder, the Trustee and the Collateral Agent will be entitled to indemnification satisfactory to it against all losses, liabilities and expenses caused by taking or not taking such action.

Section 6.06. *Limitation on Suits*. Except to enforce (a) its rights to receive the principal of, the Change of Control Repurchase Price, Four Year Repurchase Price or the Redemption Price or interest, if any, on, a Note, or (ii) its rights to receive the consideration due upon conversion of any Note (including any Make-Whole Premium), no Holder may pursue a remedy with respect to this Indenture or the Notes unless:

(a) such Holder has previously delivered to the Trustee and the Collateral Agent written notice that an Event of Default has occurred and is continuing;

(b) the Holders of at least 25% of the aggregate principal amount of then-outstanding Notes deliver to the Trustee and the Collateral Agent a written request that the Trustee pursue a remedy with respect to such Event of Default;

(c) such Holder or Holders have offered and, if requested, provided, to the Trustee and the Collateral Agent security or indemnity satisfactory to the Trustee and the Collateral Agent against any loss, liability or other expense of compliance with such written request;

(d) neither the Trustee nor the Collateral Agent has complied with such written request within 60 days after receipt of such written request and offer of security or indemnity; and

(e) during such 60-day period, the Holders of a majority of the aggregate principal amount of then outstanding Notes did not deliver to the Trustee and the Collateral Agent a direction inconsistent with such written request. A Holder may not use this Indenture to prejudice the rights of any other Holder or to obtain a preference or priority over any other Holder, it being understood that the Trustee and the Collateral Agent do not have any affirmative duty to ascertain whether any usage of this Indenture by a Holder is unduly prejudicial to such other Holders.

Section 6.07. *Rights of Holders to Receive Payment*. Notwithstanding any other provision of this Indenture and any provision of any Note, each Holder shall have the right to receive payment or delivery, as the case may be, of (a) the principal (including the Redemption Price and the Change of Control Repurchase Price, if applicable) of, (b) accrued and unpaid interest, if any, on, and (c) the consideration (including any Make-Whole Premium) due upon conversion of, such Note, on or after the respective due dates expressed or provided for in such Note or in this Indenture, or to institute suit for the enforcement of any such payment or delivery, as the case may be.

Section 6.08. *Collection Suit by Trustee*. If an Event of Default specified in Section 6.01(a) hereof occurs and is continuing, the Trustee is authorized to recover judgment in its own name and as trustee of an express trust against the Company for the whole amount of principal of, the Change of Control Repurchase Price, the Redemption Price, interest, if any, on, and the consideration

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(including any Make-Whole Premium), if any, due upon conversion of the Notes and, to the extent lawful, any Default Interest on any Defaulted Amounts, and such further amount as is sufficient to cover the costs and expenses of collection provided for under Section 7.06 hereof.

Section 6.09. *Trustee and the Collateral Agent May File Proofs of Claim*. The Trustee and the Collateral Agent are each authorized to file such proofs of claim and other papers or documents as may be necessary or advisable to have the claims of the Trustee, the Collateral Agent and the Holders allowed in any judicial proceedings relative to the Company, its creditors or its property and, unless prohibited by law or applicable regulations, will be entitled to collect, receive and distribute any money or other property payable or deliverable on any such claims, and any Custodian in any such judicial proceeding is hereby authorized by each Holder to make such payments to the Trustee or the Collateral Agent, as applicable, and in the event that the Trustee or the Collateral Agent, as applicable, consents to the making of such payments directly to the Holders, to pay to the Trustee or the Collateral Agent, as applicable, any amount due to it for the reasonable compensation, expenses, disbursements and advances of the Trustee, the Collateral Agent, their respective agents and counsel, and any other amounts due the Trustee and the Collateral Agent under this Indenture and the other Notes Documents (including, but not limited to, Section 7.06 hereof and Section 9.08 of the Security Agreement). To the extent that the payment of any such compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, and any other amounts due the Trustee or the Collateral Agent under this Indenture and the other Notes Documents (including, but not limited to, Section 7.06 hereof and Section 9.08 of the Security Agreement) out of the estate in any such proceeding, will be denied for any reason, payment of the same will be secured by a lien on, and will be paid out of, any and all distributions, dividends, money, securities and other properties that the Holders may be entitled to receive in such proceeding whether in liquidation or under any plan of reorganization or arrangement or otherwise. Nothing herein contained will be deemed to authorize the Trustee or the Collateral Agent to authorize or consent to, or to accept or to adopt on behalf of any Holder, any plan of reorganization, arrangement, adjustment or composition affecting the Notes or the rights of any Holder, or to authorize the Trustee or the Collateral Agent to vote in respect of the claim of any Holder in any such proceeding.

Section 6.10. *Priorities*. If the Trustee or the Collateral Agent, as the case may be, collects any money or property pursuant to this Article 6 (including proceeds from the exercise of any remedies on the Collateral), it will pay out the money or property in the following order:

FIRST: ratably to the Trustee and the Collateral Agent and their respective agents and attorneys for amounts due under the Note Documents, including payment of all compensation, expenses, indemnities and liabilities incurred, and all advances made, by the Trustee or the Collateral Agent and the costs and expenses of collection;

SECOND: to the Holders, for any amounts due and unpaid on the principal of, the Change of Control Repurchase Price or the Redemption Price for, accrued and unpaid interest on, and any consideration (including any Make-Whole Premium) due upon the conversion of, any Note, without preference or priority of any kind, according to such amounts due and payable on all of the Notes; and

THIRD: the balance, if any, to the Company or to such other party as a court of competent jurisdiction directs.

The Trustee may fix a record date and payment date for any payment to the Holders pursuant to this Section 6.10. If the Trustee so fixes a record date and a payment date, at least 15 days prior to such record date, the Company will deliver to each Holder and the Trustee a written notice, which notice will state such record date, such payment date and the amount of such payment.

Section 6.11. *Undertaking for Costs*. In any suit for the enforcement of any right or remedy under this Indenture or any other Notes Document, in any suit against the Collateral Agent for any action taken or omitted by it as Collateral Agent, or in any suit against the Trustee for any action taken or omitted by it as Trustee, a court in its discretion may require the filing by any party litigant in the suit of an undertaking to pay the costs of the suit, and the court in its discretion may assess reasonable costs, including reasonable attorneys' fees and expenses, against any party litigant in the suit, having due regard to the merits and good faith of the claims or defenses made by the party litigant. This Section 6.11 does not apply to a suit by the Trustee, a suit by the Collateral Agent, a suit by a Holder pursuant to Section 6.06 hereof or a suit by Holders of more than 10% in aggregate principal amount of the then outstanding Notes.

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Article 7
TRUSTEE

Section 7.01. *Duties of Trustee*.

(a) If an Event of Default has occurred and is continuing, the Trustee will exercise the rights and powers vested in it by this Indenture, and use the same degree of care and skill in its exercise as a prudent Person would exercise or use under the circumstances in the conduct of such Person's own affairs.

(b) Except during the continuance of an Event of Default:

(i) the Trustee undertakes to perform such duties, and only such duties, as are specifically set forth in this Indenture, and no implied covenants or obligations will be read into this Indenture against the Trustee; and

(ii) in the absence of bad faith on its part, the Trustee may conclusively rely upon certificates or opinions furnished to the Trustee and conforming to the requirements of this Indenture. However, in the case of any such certificates or opinions which by any provision hereof are specifically required to be furnished to the Trustee, the Trustee shall examine the certificates and opinions to determine whether or not they conform to the requirements of this Indenture (but need not confirm or investigate the accuracy of mathematical calculations or other facts stated therein).

(c) The Trustee may not be relieved from liabilities for its own grossly negligent action, its own grossly negligent failure to act, or its own willful misconduct, as conclusively determined by the final judgment of a court of competent jurisdiction, no longer subject to appeal or review, except that:

(i) this paragraph does not limit the effect of Section 7.01(b) hereof;

(ii) the Trustee will not be liable for any error of judgment made in good faith by a Trust Officer unless it is proved that the Trustee was grossly negligent as conclusively determined by the final judgment of a court of competent jurisdiction, no longer subject to appeal or review, in ascertaining the pertinent facts; and

(iii) the Trustee will not be liable with respect to any action it takes or omits to take in good faith in accordance with a direction received by it pursuant to the Note Documents.

(d) Whether herein expressly so provided, every provision of this Indenture that in any way relates to the Trustee is subject to Section 7.01 hereof.

(e) The Trustee will not be liable for interest on or the investment of any money received or held by it or risk or expend any of its own funds.

(f) Money held in trust by the Trustee need not be segregated from other funds except to the extent required by law.

(g) No provision of this Indenture or any other Note Documents will require the Trustee to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties hereunder or in the exercise of any of its rights or powers.

(h) Every provision of this Indenture relating to the conduct or affecting the liability of or affording protection to the Trustee will be subject to the provisions of this Article 7, and the provisions of this Article 7 will apply to the Trustee, Registrar, Paying Agent and Conversion Agent and the provisions of Sections 7.01, 7.02, 7.04 and 7.06 shall apply to the Collateral Agent as if the Collateral Agent was named in such sections instead of the Trustee (provided that with respect to the application of such sections to the Collateral Agent, the reference to the Fee Letter shall instead refer to the Agent Fee Letter).

(i) The Trustee will not be deemed to have notice of a Default or an Event of Default unless a Trust Officer of the Trustee has received written notice at its Corporate Trust Office thereof from the Company or any Holder.

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(j) The Trustee shall not be liable in respect of any payment (as to the correctness or calculation of amount, entitlement to receive or any other matters relating to payment) or notice effected by the Company or any Paying Agent or any records maintained by any co-Registrar with respect to the Notes.

(k) If any party fails to deliver a notice relating to an event the fact of which, pursuant to this Indenture or any other Note Documents, requires notice to be sent to the Trustee, the Trustee may conclusively rely on its failure to receive such notice as reason to act as if no such event occurred.

(l) The Trustee shall not be liable for interest or investment income on any money received by it except as the Trustee may agree in writing with the Company. Money held in trust by the Trustee need not be segregated from other funds except to the extent required by law.

Section 7.02. *Rights of Trustee*.

(a) The Trustee may conclusively rely upon any document believed by it to be genuine and to have been signed or presented by the proper person. The Trustee need not investigate any fact or matter stated in the document. The Trustee may, however, in its discretion make such further inquiry or investigation into such facts or matters as it may see fit and, if the Trustee determines to make such further inquiry or investigation, it will be entitled to examine the books, records and premises of the Company, personally or by agent or attorney and at the expense of the Company, and will incur no liability of any kind by reason of such inquiry or investigation.

(b) Before the Trustee acts or refrains from acting, it may require an Officers' Certificate or an Opinion of Counsel or both. The Trustee will not be liable for any action it takes or omits to take in good faith in reliance on the Officers' Certificate or Opinion of Counsel.

(c) The Trustee may act through agents, attorneys or custodians and will not be responsible for the misconduct or negligence of any agent, attorney or custodian appointed with due care.

(d) So long as the Trustee's conduct does not constitute willful misconduct or gross negligence, the Trustee will not be liable for any action it takes or omits to take in good faith that it believes to be authorized or within the rights or powers conferred upon it by this Indenture or any other Note Document.

(e) The Trustee may consult with counsel of its own selection, and the advice or Opinion of Counsel with respect to legal matters relating to this Indenture, any other Note Documents and the Notes will be full and complete authorization and protection from liability in respect to any action taken, omitted or suffered by it hereunder in good faith and in accordance with the advice or opinion of such counsel.

(f) The permissive rights of the Trustee to do things enumerated in this Indenture or any other Note Documents will not be construed as a duty.

(g) The Trustee will be under no obligation to exercise any of the rights or powers vested in it by this Indenture at the request or direction of any of the Holders pursuant to this Indenture, unless such Holders have offered to the Trustee security or indemnity satisfactory to the Trustee against the costs, expenses and liabilities that might be incurred by it in compliance with such request or direction.

(h) The rights, privileges, protections, immunities and benefits given to the Trustee, including its right to be indemnified, are extended to, and will be enforceable by, the Trustee (i) in each of its capacities under the Note Documents, and each agent, custodian and other Person employed to act hereunder, including Registrar, Paying Agent and Conversion Agent and (ii) in each document related hereto to which it is a party.

(i) The Trustee may request that each of the Company and the Guarantors deliver an Officers' Certificate setting forth the names of individuals and/or titles of Officers authorized at such time to take specified actions pursuant to this Indenture, which

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Officers' Certificate may be signed by any Person authorized to sign an Officers' Certificate, including any Person specified as so authorized in any such certificate previously delivered and not superseded.

(j) In no event will the Trustee be responsible or liable for special, indirect, punitive or consequential loss or damage of any kind whatsoever (including, but not limited to, loss of profit) irrespective of whether the Trustee has been advised of the likelihood of such loss or damage and regardless of the form of action.

(k) Any request, direction, order or demand of the Company or any Guarantor mentioned herein shall be sufficiently evidenced by an Officers' Certificate (unless other evidence in respect thereof be herein specifically prescribed); and any resolution of the Board of Directors may be evidenced to the Trustee and the Collateral Agent by a Board Resolution.

(l) The Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture or other paper or document, but the Trustee, in its discretion, may make such further inquiry or investigation into such facts or matters as it may see fit, and, if the Trustee shall determine to make such further inquiry or investigation, it shall be entitled to examine the books, records and premises of the Company, personally or by agent or attorney (at the reasonable expense of the Company and shall incur no liability of any kind by reason of such inquiry or investigation).

(m) [Reserved].

(n) Under no circumstances shall the Trustee, the Paying Agent, the Registrar or the Conversion Agent have any liability or responsibility with respect to, or obligation or duty to monitor, determine or inquire as to the Company's or any Guarantor's compliance with any covenant under this Indenture (other than the covenant to make payment on the Notes).

(o) The Trustee shall not be required to give any bond or surety in respect of the performance of its powers and duties hereunder.

Section 7.03. *Individual Rights of Trustee*. The Trustee in its individual or any other capacity may become the owner or pledgee of Notes and may otherwise deal with the Company or its Affiliates with the same rights it would have if it were not Trustee. However, if the Trustee acquires any conflicting interest it must eliminate the conflict within 90 days or resign. Any Paying Agent, Registrar, Conversion Agent or co-registrar may do the same with like rights. However, the Trustee must comply with Section 7.09 hereof.

Section 7.04. *Trustee's Disclaimer*. The Trustee will not be responsible for and makes no representation as to the validity, priority or adequacy of this Indenture, any other Note Document, the Notes, any Note Guarantee or of any offering materials, it will not be accountable for the Company's use of the proceeds from the Notes, and it will not be responsible for any statement of the Company in this Indenture any other Note Document, or in any document issued in connection with the sale of the Notes or in the Notes other than the Trustee's certificate of authentication.

Section 7.05. *Notice of Defaults*. If a Default occurs and is continuing and of which a Trust Officer is deemed to have knowledge in accordance with Section 7.01(c), the Trustee will send to each Holder notice of the Default within 30 days after written notice of such Default is received by the Trustee; provided, however, that except in the case of a Default that is, or would lead to, an Event of Default described in Section 6.01(a)(i), 6.01(a)(ii), 6.01(a)(iii), 6.01(a)(iv) or 6.01(a)(v) hereof, the Trustee may withhold the notice if and so long as a committee of its Trust Officers in good faith determines that withholding the notice is in the interests of Holders.

Section 7.06. *Compensation and Indemnity*.

(a) The Company will pay to the Trustee, from time to time, such compensation as will be agreed upon, from time to time, in writing for its services (including the compensation set forth in the Fee Letter). The Trustee's compensation will not be limited by any law on compensation of a trustee of an express trust. The Company will reimburse the Trustee upon request for all reasonable out-of-pocket fees and expenses incurred or made by it, including costs of collection, in addition to the compensation for its services.

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Such expenses will include the reasonable compensation, fees and expenses, disbursements and advances of the Trustee's agents, counsel, accountants and experts. The Company will fully indemnify the Trustee against any and all loss, liability, claim, damage or expense (including reasonable attorneys' fees and expenses) incurred by it in connection with the acceptance and administration of this trust, the performance of its duties or the exercise of its rights hereunder, including the costs and expenses of defending itself against any claim (whether asserted by the Company, any Holder or any other Person). The Trustee will notify the Company promptly of any claim for which it may seek indemnity. Failure by the Trustee to so notify the Company of any claim for which it may seek indemnity of which a Trust Officer has actually received written notice will not relieve the Company of its obligations hereunder except to the extent such failure is adjudicated by a court of competent jurisdiction to have materially prejudiced the Company. The Company will defend the claim and the Trustee will cooperate in the defense. If the Trustee is advised by counsel that it may have available to it defenses that are in conflict with the defenses available to the Company, then the Trustee may have separate counsel, and the Company will pay the reasonable fees and expenses of such counsel. The Company will pay the reasonable fees and expenses of counsel to the Trustee incurred in evaluating whether such defense and/or conflict exists. The Company need not reimburse any expense or indemnify against any loss, liability or expense incurred by the Trustee through the Trustee's own willful misconduct or negligence, as conclusively determined by the final judgment of a court of competent jurisdiction, no longer subject to appeal or review. The Company need not pay for any settlement made by the Trustee without the Company's consent, such consent not to be unreasonably withheld. All indemnifications and releases from liability granted hereunder to the Trustee will extend to its officers, directors, employees, agents, attorneys, custodians, successors and assigns.

(b) To secure the Company's payment obligations to the Trustee and the Collateral Agent, as applicable, under this Indenture and the other Notes Documents (including under this Section 7.06 and Section 9.08 of the Security Agreement, as applicable) the Trustee and the Collateral Agent will have a senior claim to which the Notes are hereby made subordinate on all money or property held or collected by the Trustee or the Collateral Agent, other than money or property held in trust to pay the principal, accrued and unpaid interest, if any, or payment of the Change of Control Repurchase Price or Redemption Price on particular Notes.

(c) The Company's payment obligations pursuant to this Section 7.06 will survive the resignation or removal of the Trustee, the payment of the Notes and the discharge of this Indenture. If the Trustee incurs expenses after the occurrence of a Default specified in Sections 6.01(a)(xiii) or 6.01(a)(xiv) hereof with respect to the Company, the expenses are intended to constitute expenses of administration under any Debtor Relief Law.

Section 7.07. *Replacement of Trustee*.

(a) The Trustee may resign at any time by notifying the Company, in writing, at least 30 days prior to the proposed resignation. The Holders of a majority in aggregate principal amount of then outstanding Notes may remove the Trustee by notifying the Trustee, in writing, at least 30 days prior to the proposed removal. The Company may remove the Trustee upon 30 days' prior written notice, if:

(i) the Trustee fails to comply with Section 7.09 hereof;

(ii) the Trustee is adjudged bankrupt or insolvent;

(iii) a receiver or other public officer takes charge of the Trustee or its property; or

(iv) the Trustee otherwise becomes incapable of acting.

(b) If the Trustee resigns, is removed by the Company or by the Holders of a majority in aggregate principal amount of the Notes then outstanding, or if a vacancy exists in the office of Trustee for any reason (the Trustee in such event being referred to herein as the retiring Trustee), the Company will promptly appoint a successor Trustee.

(c) A successor Trustee will deliver a written acceptance of its appointment to the retiring Trustee and to the Company. Thereupon, the resignation or removal of the retiring Trustee will become effective, and the successor Trustee will have all the rights, powers and duties of the Trustee under this Indenture. The successor Trustee will send a notice of its succession to Holders. The retiring

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Trustee will, upon payment of all of its costs and the costs of its agents and counsel, promptly transfer all property held by it as Trustee to the successor Trustee, subject to the lien provided for in Section 7.06 hereof.

(d) If a successor Trustee does not take office within 60 days after the retiring Trustee resigns or is removed, the retiring Trustee, the Company or the Holders of at least 10% of the aggregate principal amount of the Notes then outstanding may petition, at the expense of the Company, any court of competent jurisdiction for the appointment of a successor Trustee.

(e) If the Trustee, after written request by any Holder, fails to comply with Section 7.09 hereof, such Holder may petition any court of competent jurisdiction for the removal of the Trustee and the appointment of a successor Trustee.

(f) Notwithstanding the replacement of the Trustee pursuant to this Section 7.07, the Company's obligations under Section 7.06 hereof will continue for the benefit of the retiring Trustee.

Section 7.08. *Successor Trustee by Merger*.

(a) If the Trustee consolidates with, merges or converts into, or transfers all or substantially all its corporate trust business or assets to, another corporation or banking association, the resulting, surviving or transferee corporation or banking association without any further act will be the successor Trustee.

(b) In case at the time such successor or successors by merger, conversion or consolidation to the Trustee succeeds to the trusts created by this Indenture, any of the Notes have been authenticated, but not delivered, any such successor to the Trustee may adopt the certificate of authentication of any predecessor Trustee, and deliver such Notes so authenticated; and, in case at that time any of the Notes have not been authenticated, any such successor to the Trustee may authenticate such Notes, either in the name of any predecessor Trustee hereunder or in the name of the successor to the Trustee.

Section 7.09. *Eligibility; Disqualification*. The Trustee will have a minimum combined capital and surplus as required by Section 310(a)(2) of the Trust Indenture Act.

Article 8
SATISFACTION AND DISCHARGE

Section 8.01. *Discharge of Liability on Notes*. When (a)(i) the Company delivers to the Trustee all outstanding Notes (other than Notes replaced pursuant to Section 2.11 hereof) for cancellation or (ii) all outstanding Notes have become due and payable, by reason of the issuance of a Redemption Notice or otherwise, and the Company irrevocably deposits with the Trustee or delivers to the Holders, as applicable, cash (or shares of Common Stock (or, if applicable, Reference Property) and cash (in lieu of fractional shares of Common Stock or, if applicable, units of Reference Property) solely to satisfy amounts due and owing as a result of conversions of the Notes), sufficient to pay all amounts due and owing on all outstanding Notes (other than Notes replaced pursuant to Section 2.11 hereof), (b) the Company pays all other sums payable by it under the Note Documents and (c) the Company delivers to the Trustee and the Collateral Agent an Officers' Certificate and an Opinion of Counsel, each stating that all of the applicable conditions precedent to the discharge of this Indenture described in this Section have been satisfied, then, subject to Section 7.06 hereof, this Indenture will cease to be of further effect with respect to the Notes and the Holders and the Trustee will acknowledge the satisfaction and discharge of this Indenture with respect to the Notes.

Notwithstanding the satisfaction and discharge of this Indenture, (i) any obligation of the Company to any Holder under Article 10 hereof with respect to the conversion of any Note, to the Trustee with respect to compensation or indemnity (including, but not limited to, Article 7 hereof) or to the Collateral Agent with respect to compensation or indemnity (including, but not limited to, both Section 7.06 hereof and Section 9.08 of the Security Agreement), and (ii) any obligation of the Trustee with respect to money deposited with the Trustee under this Article 8 and Section 14.02 hereof will survive.

Section 8.02. *Repayment to the Company*. Subject to any applicable unclaimed property law, the Trustee and the Paying Agent, upon receiving a written request from the Company, will promptly turn over to the Company any cash held for payment on the Notes that remains unclaimed two years (unless a shorter period is provided for in this Indenture) after the date on which such payment was due. After the Trustee and the Paying Agent return such cash to the Company, the Trustee and the Paying Agent will have no

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further liability to any Holder with respect to such cash and any Holder entitled to the payment of such cash, or any securities, including shares of Common Stock, or other property under the Notes or this Indenture must look to the Company for payment as a general unsecured creditor of the Company.

Article 9
AMENDMENTS, SUPPLEMENTS AND WAIVERS

Section 9.01. *Without Consent of Holders*. The Company, the Guarantors, the Trustee and the Collateral Agent may amend or supplement this Indenture, the Notes or the Note Guarantees and the relevant parties to the Security Documents may amend such Security Documents without the consent of any Holder:

(a) to add guarantees or additional obligors with respect to the Company's obligations under this Indenture or the Notes;

(b) to allow any Guarantor to execute a supplemental indenture and provide a Note Guarantee with respect to the Notes or to release a Guarantor as provided in this Indenture;

(c) to provide for the assumption of the Company's or a Guarantor's obligations under this Indenture and under the Notes or Note Guarantees, as applicable, by a Reorganization Successor Corporation as described in Article 5 or Article 12 hereof;

(d) in connection with any Merger Event, to provide that the Notes are convertible into Reference Property, subject to the provisions of Section 10.02, and to make such related changes to the terms of the Notes to the extent expressly required by Section 10.08;

(e) to surrender any right or power conferred upon the Company or a Guarantor under this Indenture;

(f) to add to the Company's or a Guarantor's covenants for the benefit of the Holders;

(g) to cure any ambiguity or correct any inconsistency or defect in this Indenture or in the Notes that does not adversely affect Holders;

(h) to comply with any requirement of the SEC in connection with any qualification of this Indenture or a supplement hereto under the TIA;

(i) to evidence the acceptance of appointment by a successor Trustee with respect to this Indenture;

(j) to comply with the rules of any applicable depositary;

(k) to make, complete, confirm or add any grant of Collateral permitted or required by this Indenture, or any of the Security Documents or any release of Collateral that is permitted under this Indenture and the Security Documents;

(l) [Reserved];

(m) to irrevocably elect a Conversion Settlement Method or Make-Whole Settlement Method; or

(n) to make any other change; *provided* that such change individually, or in the aggregate with all other such changes, does not have, and will not have, an adverse effect on the interest of the Holders. In addition, the Collateral Agent will be authorized to amend the Security Documents to which it is a party to add additional Secured Parties holding senior lien obligations permitted by this Indenture with the same Lien priorities and rights as provided in the Security Documents or to enter into intercreditor arrangements with the holders of any such Debt so long as the terms of such intercreditor arrangements are not less favorable to the Holders than the intercreditor provisions contained in the Security Documents.

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Upon receipt by the Trustee and the Collateral Agent of the documents described in Section 7.02(b) hereof, the Trustee and the Collateral Agent shall join with the Company and the Guarantors in the execution of any amended or supplemental indenture authorized or permitted by the terms of this Indenture and to make any further appropriate agreements and stipulations that may be therein contained. If any amendment to, or waiver of, the provisions of this Indenture, the Notes, the Note Guarantees, any Security Document to which it is a party or any other Note Document affects the rights or obligations of the Collateral Agent or the Trustee, as applicable, then in such case the consent of the Collateral Agent or the Trustee, as applicable, shall also be required.

Section 9.02. *With Consent of Holders*. With the written consent of the Holders of at least a majority of the aggregate principal amount of the Notes then outstanding (including consents obtained in connection with a repurchase of, or tender offer or exchange offer for, Notes) by Act of such Holders delivered to the Company, the Collateral Agent and the Trustee, the Collateral Agent and the Company and the Guarantors (each when authorized by a Board Resolution), and the Trustee may amend or supplement (or waive compliance with any provision of) this Indenture, the Notes or the Note Guarantees and the relevant parties to the Security Documents may amend (or waive compliance with any provision of) such Security Documents; *provided*, *however*, that without the consent of each affected Holder, no amendment or supplement to, or waiver of, any provision of this Indenture, the Notes, the Note Guarantees or any Security Documents, may:

(a) reduce the principal amount of, or change the Maturity Date of, any Note;

(b) reduce the rate of, or extend the stated time for payment of, interest on any Note;

(c) reduce the Change of Control Repurchase Price or the Redemption Price of any Note or change the time at which, or the circumstances under which, the Notes may, or will be, redeemed or repurchased;

(d) impair the right of any Holder to institute suit for any payment on any Note, including with respect to any consideration due upon conversion (including any Make-Whole Premium) of a Note;

(e) make any Note payable in a currency other than that stated in the Note;

(f) make any change that impairs or adversely affects the conversion rights of any Holder under Article 10 hereof or otherwise reduces the number of shares of Common Stock, amount of cash or any other property receivable by a Holder upon conversion;

(g) make any change that has the effect of changing the ranking of the Note Obligations or any Lien securing the Note Obligations or increasing other obligations ranking senior to any of the Note Obligations or such Liens;

(h) reduce any voting requirements included in this Indenture;

(i) make any change to any amendment, modification or waiver provision of this Indenture that requires the consent of each affected Holder;

(j) reduce the percentage of the aggregate principal amount of then outstanding Notes whose Holders must consent to an amendment of this Indenture or a waiver of a past default or the percentage (or other portion) of the aggregate principal amount of then outstanding Notes whose Holders must consent to any other action; or

(k) release any Guarantor from any of its obligations under its Note Guarantee or this Indenture, except in accordance with the terms of this Indenture or release all or substantially all of the Collateral from the Liens created by the Security Documents.

If any amendment to, or waiver of, the provisions of this Indenture, the Notes, the Note Guarantees, any Security Document or any other Note Document to which it is a party affects the rights or obligations of the Collateral Agent or the Trustee, as applicable, then in such case the consent of the Collateral Agent or the Trustee, as applicable, shall also be required.

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It will not be necessary for the consent of the Holders under this Section 9.02 to approve the particular form of any proposed amendment, but it will be sufficient if such consent approves the substance of such proposed amendment.

Section 9.03. *Execution of Supplemental Indentures*. Upon the request of the Company, the Trustee will sign any supplemental indenture authorized pursuant to this Article 9 if the amendment contained therein does not affect the rights, duties, liabilities or immunities of the Trustee under this Indenture. If the supplemental indenture adversely affects the Trustee's rights, duties, liabilities or immunities under this Indenture, then the Trustee may, but need not, sign such supplemental indenture. In executing any such supplemental indenture, the Trustee and, to the extent applicable, the Collateral Agent will each be provided with, and, subject to the provisions of Section 7.01 hereof, will be fully protected in conclusively relying upon, an Officers' Certificate and an Opinion of Counsel stating, in addition to the statements required by Section 14.03 hereof, that such supplemental indenture is authorized and permitted under this Indenture and the other Note Documents.

Section 9.04. *Notices of Supplemental Indentures or Security Documents*. After an amendment or supplement to this Indenture or the Notes or the Security Documents pursuant to Sections 9.01 or 9.02 hereof becomes effective, the Company will promptly deliver notice to the Holders, the Trustee and the Collateral Agent, which notice will briefly describe the substance of such amendment or supplement to this Indenture or Security Document in reasonable detail and state the effective date of such amendment or supplement. The failure to deliver such notice to each Holder, the Trustee and the Collateral Agent or any defect in such notice, will not impair or affect the validity of such amendment or supplement to this Indenture or any Security Document.

Section 9.05. *Effect of Supplemental Indentures*. Upon the execution of any supplemental indenture under this Article 9:

(a) this Indenture, the Notes, the Note Guarantees and the Security Documents, as applicable, will be modified in accordance therewith;

(b) such supplemental indenture will form a part of this Indenture for all purposes; and

(c) every Holder of Notes theretofore, or thereafter, authenticated and delivered hereunder will be bound thereby.

Section 9.06. *Revocation and Effect of Consents, Waivers and Actions*.

(a) *Revocation*. Until an amendment, supplement or waiver becomes effective, a consent to it by a Holder is a continuing consent by the Holder, and every subsequent Holder of a Note or portion of a Note that evidences the same debt as the consenting Holder's Note, even if notation of the consent is not made on any Note. However, any such Holder, or subsequent Holder, may revoke the consent as to its Note or portion of a Note if the Trustee receives the notice of revocation before the date the amendment, supplement or waiver becomes effective.

(b) *Special Record Dates*. The Company may, but is not obligated to, fix a record date for the purpose of determining the Holders entitled to give their consent or take any other action described above or required, or permitted, to be taken pursuant to this Indenture. If a record date is fixed, then those Persons who were Holders at such record date (or their duly designated proxies), and only those Persons, will be entitled to give such consent, to revoke any consent previously given or to take any such action, regardless of whether such Persons continue to be Holders after such record date. No such consent will be valid or effective for more than 120 days after such record date.

(c) *Binding Effect*. After an amendment, supplement or waiver becomes effective, it will bind every applicable Holder. Any amendment or supplement will become effective in accordance with the terms of the supplemental indenture relating thereto, which will become effective upon the execution thereof by the Trustee.

(d) *Payment*. Any payment in cash or otherwise proposed to be paid or delivered to any Holders of Notes in consideration of any consent or waiver hereunder, and the opportunity to provide such consent or waiver in consideration of such payment, shall be offered to all Holders; provided that the Company may limit payment to those Holders who timely deliver such consent or waiver.

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Section 9.07. *Notation on, or Exchange of, Notes*. If any amendment, supplement or waiver changes the terms of a Note, the Trustee may require the Holder of such Note to deliver such Note to the Trustee. The Trustee may place an appropriate notation on such Note about the changed terms and return it to the Holder. Alternatively, if the Company or the Trustee so determines, the Company, in exchange for the Note, will issue and the Trustee will, upon receipt of a Company Order, authenticate a new Note that reflects the changed terms.

Article 10
CONVERSIONS

Section 10.01. *Holders' Conversion Right*. Subject to the terms and conditions set forth in this Section 10, each Holder of a Note is entitled, at such Holder's option, at any time or from time to time prior to the close of business on the Business Day immediately preceding the Maturity Date (or, for any Notes called for redemption by the Company upon exercise of its Optional Redemption right, the Close of Business on the second Business Day immediately preceding the applicable Redemption Date) to convert all or a portion of the outstanding and unpaid Conversion Amount (as defined below) with respect to such Holder's Note into fully paid and nonassessable shares of Common Stock at the Conversion Rate (as defined below) (subject to, and in accordance with, the requirements of this Article 10, the "**Conversion Obligation**"). The Company shall not issue any fraction of a share of Common Stock upon any conversion. If the issuance would result in the issuance of a fraction of a share of Common Stock, the Company shall round such fraction of a share of Common Stock up to the nearest whole share. The Company shall pay any and all transfer, stamp and similar taxes that may be payable with respect to the issuance and delivery of Common Stock upon conversion of any Conversion Amount.

(a) *Conversion Rate*. The number of shares of Common Stock issuable upon conversion of any Conversion Amount pursuant to Section 10.01 shall be determined by dividing (i) such Conversion Amount by (ii) the Conversion Price (the "**Conversion Rate**"). "**Conversion Amount**" means the sum of (A) the amount of principal of a Note to be converted with respect to which this determination is being made plus (B) accrued and unpaid interest (including Additional Interest) with respect to such principal amount. "**Conversion Price**" means, as of any Conversion Date or other date of determination, $2.24 per share, subject to adjustment as provided herein.

(b) *Conversion Procedure*. A Holder wishing to convert all or a portion of a Note shall (i) in the case of a Global Note, comply with the Applicable Procedures in effect at that time and (ii) in the case of a Definitive Note (x) complete, manually sign and deliver an irrevocable notice to the Conversion Agent as set forth in the Form of Notice of Conversion (or a copy thereof) (a "**Notice of Conversion**") at the office of the Conversion Agent and state in writing therein the principal amount of such Note to be converted and the name or names (with addresses) in which such Holder wishes the certificate or certificates for the shares of Common Stock to be delivered upon settlement of the Conversion Obligation or the physical delivery of the Make-Whole Obligation, if applicable, to be registered, (y) surrender such Note, duly endorsed to the Company or in blank (and accompanied by appropriate endorsement and transfer documents), at the office of the Conversion Agent and (z) if required, furnish appropriate endorsements and transfer documents. The Trustee and the Conversion Agent shall notify the Company of any conversion pursuant to this Article 10 on the Conversion Date for such conversion. No Notice of Conversion with respect to any Notes may be delivered by a Holder thereof if such Holder has also delivered a Change of Control Repurchase Notice to the Company in respect of such Notes and has not validly withdrawn such Change of Control Repurchase Notice in accordance with Section 3.02.

If more than one Note shall be surrendered for conversion at one time by the same Holder, the Conversion Obligation and the Make-Whole Obligation with respect to such Notes shall be computed on the basis of the aggregate principal amount of the Notes (or specified portions thereof to the extent permitted thereby) so surrendered.

(c) Subject to Section 10.01(h), a Note shall be deemed to have been converted immediately prior to the Close of Business on the date (the "**Conversion Date**") that the Holder has complied with the requirements set forth in subsection (b) above. If any shares of Common Stock are due to converting Holders upon settlement of the Conversion Obligation or the Make-Whole Obligation, the Company shall issue or cause to be issued, and deliver (if applicable) to such Holder, or such Holder's nominee or nominees, the full number of shares of Common Stock to which such Holder shall be entitled, in certificate form or in book-entry format, as elected by the Holder.

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(d) In case any Definitive Note shall be surrendered for partial conversion, the Company shall execute and the Trustee shall authenticate and deliver to or upon a Company Order a new Note or Notes in authorized denominations in an aggregate principal amount equal to the unconverted portion of the surrendered Note, without payment of any service charge by the converting Holder but, if required by the Company or Trustee, with payment of a sum sufficient to cover any documentary, stamp or similar issue or transfer tax or similar governmental charge required by law or that may be imposed in connection therewith as a result of the name of the Holder of the new Notes issued upon such conversion being different from the name of the Holder of the old Notes surrendered for such conversion.

(e) If a Holder submits a Note for conversion, the Company shall pay any documentary, stamp or similar issue or transfer tax due on the issue of any shares of Common Stock upon settlement of the Conversion Obligation or the Make-Whole Obligation, unless the tax is due because the Holder requests such shares to be issued in a name other than the Holder's name, in which case the Holder shall pay that tax. The Transfer Agent may refuse to deliver the certificates representing the shares of Common Stock being issued in a name other than the Holder's name until the Trustee receives a sum sufficient to pay any tax that is due by such Holder in accordance with the immediately preceding sentence.

(f) Except as provided in Section 10.04, no adjustment shall be made for dividends on any shares of Common Stock issued upon the conversion of any Note as provided in this Article 10.

(g) Upon the conversion of an interest in a Global Note, the Trustee, or the custodian holding such Global Note for the Depositary at the direction of the Trustee, shall make a notation on such Global Note as to the reduction in the principal amount represented thereby. The Company shall notify the Trustee in writing of any conversion of Notes effected through any Conversion Agent other than the Trustee.

(h) The Person in whose name any shares of Common Stock shall be issuable upon settlement of the Conversion Obligation shall be treated as a stockholder of record as of the Close of Business on the relevant Conversion Date, including pursuant to the Make-Whole Obligation (if the Company elects to satisfy the Conversion Obligation by physical delivery), or the last VWAP Trading Day of the relevant Observation Period (if the Company elects to satisfy the Make-Whole Obligation by a combination settlement). Upon a conversion of Notes, such Person shall no longer be a Holder of such Notes surrendered for conversion.

Section 10.02. *Make-Whole Premium upon Conversion.*

(a) In connection with the conversion of a Conversion Amount, in addition to settling the Conversion Obligation, the Company shall pay or deliver to the converting Holder, in respect of such the Conversion Amount, a Make-Whole Premium if such voluntary conversion occurs before the third anniversary of the Issuance Date (subject to, and in accordance with, this Section 10.02, the "**Make-Whole Obligation**"). The Company will not be liable for to pay a Mark-Whole Premium if the five-day average Daily VWAP for the Common Stock exceeds 175% of the Conversion Rate for the five consecutive Trading Days immediately preceding the Conversion Date.

(i) The Company shall initially be deemed to have elected Cash Settlement as the Make-Whole Settlement Method. Subject to compliance with the applicable rules of any exchange on which any of the Company's securities are listed, the Company may from time to time elect a different Make-Whole Settlement Method by delivering a notice (the "**Settlement Notice**") containing such election to Holders, the Trustee and the Conversion Agent. If the Company elects Combination Settlement as the Make-Whole Settlement Method, the Company shall also specify in such Settlement Notice the dollar amount up to which the Company shall settle the Conversion Amount in cash (the "**Cash Make-Whole Premium Amount**"). If the Company fails to so specify the Cash Make-Whole Premium Amount in any such Settlement Notice, the Company shall be deemed to have elected Cash Settlement as the Make-Whole Settlement Method. Each such election (or deemed election) shall be effective until the Company provides a Settlement Notice to Holders, the Trustee and the Conversion Agent of an election of a different Make-Whole Settlement Method or Cash Make-Whole Premium Amount, as applicable; *provided* that no such Settlement Notice shall apply to any conversion of Notes unless the Company has delivered such Settlement Notice to Holders, the Trustee and the Conversion Agent on or prior to the Close of Business on the Business Day immediately following the relevant Conversion Date.

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(ii) The Company shall use the same Make-Whole Settlement Method and Cash Make-Whole Premium Amount, if applicable, for all conversions (x) having the same Conversion Date or (y) having a Conversion Date on or after the date of issuance of a Redemption Notice and on or prior to the second Business Day preceding the relevant Redemption Date.

(iii) Subject to compliance with the applicable rules of any exchange on which any of the Company's securities are listed, and except as set forth in Section 10.02(a)(i) or Section 10.07(a), the Company shall settle its Make-Whole Obligation in connection with any conversion of Notes in accordance with one of the following "**Make-Whole Settlement Methods**":

(A) If Cash Settlement applies with respect to the Make-Whole Premium due upon a conversion the Company shall pay to the converting Holder, on or before the third Business Day following the Conversion Date, an amount of cash equal to the Make-Whole Premium with respect to the Conversion Amount.

(B) If Physical Settlement applies with respect to the Make-Whole Premium due upon any conversion, the Company shall deliver to the converting Holder, on or before the third Business Day following the last VWAP Trading Day of the applicable Observation Period, a number of shares of Common Stock equal to the Make-Whole Premium with respect to the Conversion Amount divided by the Conversion Make-Whole Share Price.

(C) If Combination Settlement applies with respect to the Make-Whole Premium due upon any conversion the Company shall pay and deliver to the converting Holder, on or before the third Business Day following the last VWAP Trading Day of the applicable Observation Period, (x) cash equal to the lesser of the Make-Whole Premium or the Cash Make-Whole Premium Amount and (y) a number of shares of Common Stock, if any, equal to an amount equal to the Make-Whole Premium minus the Cash Make-Whole Premium Amount divided by the Conversion Make-Whole Share Price.

(iv) Promptly following the last day of each Observation Period to which Physical Settlement or Combination Settlement applies to a Make-Whole Obligation, the Company shall notify the Trustee and the Conversion Agent of the Conversion Make-Whole Share Price. The Trustee and the Conversion Agent shall have no responsibility for any such determination.

(b) The Person in whose name any shares of Common Stock shall be issuable upon settlement of the Make-Whole Obligation shall be treated as a stockholder of record as of the Close of Business on the last VWAP Trading Day of the relevant Observation Period.

Section 10.03. *Adjustment of Conversion Rate*.

(a) If the Company at any time after the Issue Date issues exclusively shares of Common Stock as a dividend or distribution on all or substantially all shares of the Common Stock, or if the Company effects a share split or share combination of the Common Stock, the Conversion Price shall be adjusted based on the following formula:

$$CP' = CP_0 \times \frac{OS_0}{OS'}$$

where,

CP_0 = the Conversion Price in effect immediately prior to the Open of Business on the Ex-Dividend Date of such dividend or distribution, or immediately prior to the Open of Business on the Effective Date of such share split or share combination, as applicable;

CP' = the Conversion Price in effect immediately after the Open of Business on such Ex-Dividend Date or Effective Date;

OS_0 = the number of shares of Common Stock outstanding immediately prior to the Open of Business on such Ex-Dividend Date or Effective Date; and

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OS' = the number of shares of Common Stock outstanding immediately after giving effect to such dividend, distribution, share split or share combination.

Any adjustment made under this Section 10.03(a) shall become effective immediately after the Open of Business on the Ex-Dividend Date for such dividend or distribution, or immediately after the Open of Business on the Effective Date for such share split or share combination, as applicable. If any dividend or distribution of the type described in this Section 10.03(a) is declared but thereafter is not so paid or made, the Conversion Price as previously so adjusted shall be immediately readjusted, effective as of the date the Board of Directors determines not to pay or make such dividend or distribution, to the Conversion Price that would then be in effect if such dividend or distribution had not been declared.

(b) If the Company at any time after the Issue Date issues to all or substantially all holders of the Common Stock any rights, options or warrants entitling them, for a period of not more than 45 calendar days after the announcement date of such issuance, to subscribe for or purchase shares of the Common Stock at a price per share that is less than the average of the Last Reported Sale Prices of the Common Stock for the 10 consecutive Trading Day period ending on, and including, the Trading Day immediately preceding the date of announcement of such issuance, the Conversion Price shall be decreased based on the following formula:

$$CP' = CP_0 \times \frac{OS_0 + Y}{OS_0 + X}$$

where,

CP_0 = the Conversion Price in effect immediately prior to the Open of Business on the Ex-Dividend Date for such issuance;

CP' = the Conversion Price in effect immediately after the Open of Business on such Ex-Dividend Date;

OS_0 = the number of shares of Common Stock outstanding immediately prior to the Open of Business on such Ex-Dividend Date;

X = the total number of shares of Common Stock issuable pursuant to such rights, options or warrants; and

Y = the number of shares of Common Stock equal to (i) the aggregate price payable to exercise such rights, options or warrants, divided by (ii) the average of the Last Reported Sale Prices of the Common Stock over the 10 consecutive Trading Day period ending on, and including, the Trading Day immediately preceding the date of announcement of the issuance of such rights, options or warrants.

Any decrease made under this Section 10.03(b) shall be made successively whenever any such rights, options or warrants are issued and shall become effective immediately after the Open of Business on the Ex-Dividend Date for such issuance. To the extent that shares of the Common Stock are not delivered after the expiration of such rights, options or warrants, the Conversion Price as previously so decreased shall be increased to the Conversion Price that would then be in effect had the decrease with respect to the issuance of such rights, options or warrants been made on the basis of delivery of only the number of shares of Common Stock actually so delivered. If such rights, options or warrants are not so issued, the Conversion Price as previously so decreased shall be increased to the Conversion Price that would then be in effect if such Ex-Dividend Date for such issuance had not occurred.

For purposes of this Section 10.03(b), in determining whether any rights, options or warrants entitle the holders to subscribe for or purchase shares of the Common Stock at less than such average of the Last Reported Sale Prices of the Common Stock for the 10 consecutive Trading Day period ending on, and including, the Trading Day immediately preceding the date of announcement for such issuance, and in determining the aggregate offering price of such shares of Common Stock, there shall be taken into account any consideration received by the Company for such rights, options or warrants and any amount payable on exercise or conversion thereof, the value of such consideration, if other than cash, to be reasonably determined in good faith by the Board of Directors.

(c) If the Company at any time after the Issue Date distributes shares of its Capital Stock, evidences of its indebtedness, other assets or property of the Company or rights, options or warrants to acquire its Capital Stock or other securities, to all or

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substantially all holders of the Common Stock, excluding (i) dividends, distributions or issuances as to which an adjustment was effected pursuant to Section 10.03(a) or Section 10.03(b), (ii) dividends or distributions paid exclusively in cash as to which the provisions set forth in Section 10.03(d) shall apply, and (iii) Spin-Offs as to which the provisions set forth below in this Section 10.03(c) shall apply (any of such shares of Capital Stock, evidences of indebtedness, other assets or property or rights, options or warrants to acquire Capital Stock or other securities, the "**Distributed Property**"), then the Conversion Price shall be decreased based on the following formula:

$$CP' = CP_0 \times \frac{SP_0 - FMV}{SP_0}$$

where,

CP_0 = the Conversion Price in effect immediately prior to the Open of Business on the Ex-Dividend Date for such distribution;

CP' = the Conversion Price in effect immediately after the Open of Business on such Ex-Dividend Date;

SP_0 = the average of the Last Reported Sale Prices of the Common Stock over the 10 consecutive Trading Day period ending on, and including, the Trading Day immediately preceding the Ex-Dividend Date for such distribution; and

FMV = the fair market value (as reasonably determined in good faith by the Board of Directors) of the Distributed Property with respect to each outstanding share of the Common Stock on the Ex-Dividend Date for such distribution.

Any decrease made under the portion of this Section 10.03(c) above shall become effective immediately after the Open of Business on the Ex-Dividend Date for such distribution. If such distribution is not so paid or made, the Conversion Price as previously so decreased shall be increased to the Conversion Price that would then be in effect if such distribution had not been declared. Notwithstanding the foregoing, if "FMV" (as defined above) is equal to or greater than "SP_0" (as defined above), in lieu of the foregoing decrease, each Holder of a Note shall receive, in respect of each $1,000 principal amount thereof, at the same time and upon the same terms as holders of the Common Stock receive the Distributed Property, the amount and kind of Distributed Property such Holder would have received if such Holder owned a number of shares of Common Stock equal to $1,000 divided by the Conversion Price in effect on the Ex-Dividend Date for the distribution. If the Board of Directors determines the "FMV" (as defined above) of any distribution for purposes of this Section 10.03(c) by reference to the actual or when-issued trading market for any securities, it shall in doing so consider the prices in such market over the same period used in computing the Last Reported Sale Prices of the Common Stock over the 10 consecutive Trading Day period ending on, and including, the Trading Day immediately preceding the Ex-Dividend Date for such distribution.

With respect to an adjustment pursuant to this Section 10.03(c) where there has been a payment of a dividend or other distribution on the Common Stock of shares of Capital Stock of any class or series, or similar equity interest, of or relating to a Subsidiary or other business unit of the Company, that are, or, when issued, will be, listed or admitted for trading on a U.S. national securities exchange (a "**Spin-Off**"), the Conversion Price shall be decreased based on the following formula:

$$CP' = CP_0 \times \frac{MP_0}{MP_0 + FMV_0}$$

where,

CP_0 = the Conversion Price in effect immediately prior to the end of the Valuation Period;

CP' = the Conversion Price in effect immediately after the end of the Valuation Period;

FMV_0 = the average of the Last Reported Sale Prices of the Capital Stock or similar equity interest distributed to holders of the Common Stock applicable to one share of the Common Stock (determined by reference to the definition of Last Reported Sale Price as if references therein to Common Stock were to such Capital Stock or similar equity interest) over the first 10

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consecutive Trading Day period after, and including, the Ex-Dividend Date of the Spin-Off (the "**Valuation Period**"); and

MP_0 = the average of the Last Reported Sale Prices of the Common Stock over the Valuation Period.

The decrease to the Conversion Price under the preceding paragraph shall occur at the Close of Business on the last Trading Day of the Valuation Period; *provided* that, if the relevant Conversion Date occurs during the Valuation Period, references to "10" in the preceding paragraph shall be deemed to be replaced with such lesser number of Trading Days as have elapsed between the Ex-Dividend Date of such Spin-Off and the Conversion Date in determining the Conversion Rate.

(d) If at any time after the Issue Date any cash dividend or distribution is made to all or substantially all holders of the Common Stock, the Conversion Price shall be adjusted based on the following formula:

$$CP' = CP_0 \times \frac{SP_0 - C}{SP_0}$$

where,

CP_0 = the Conversion Price in effect immediately prior to the Open of Business on the Ex-Dividend Date for such dividend or distribution;

CP' = the Conversion Price in effect immediately after the Open of Business on the Ex-Dividend Date for such dividend or distribution;

SP_0 = the Last Reported Sale Price of the Common Stock on the Trading Day immediately preceding the Ex-Dividend Date for such dividend or distribution; and

C = the amount in cash per share the Company distributes to all or substantially all holders of the Common Stock in such dividend or distribution.

Any decrease pursuant to this Section 10.03(d) shall become effective immediately after the Open of Business on the Ex-Dividend Date for such dividend or distribution. If such dividend or distribution is declared but thereafter is not so paid, the Conversion Price as previously so decreased shall be increased, effective as of the date the Board of Directors determines not to pay or make such dividend or distribution, to be the Conversion Price that would then be in effect if such dividend or distribution had not been declared. Notwithstanding the foregoing, if "C" (as defined above) is equal to or greater than "SP_0" (as defined above), then, in lieu of the foregoing increase, each Holder of a Note shall receive, for each $1,000 principal amount of Notes, at the same time and upon the same terms as holders of shares of the Common Stock, the amount of cash that such Holder would have received if such Holder owned a number of shares of Common Stock equal to $1,000 divided by the Conversion Price on the Ex-Dividend Date for such cash dividend or distribution.

(e) If the Company or any of its Subsidiaries at any time after the Issue Date makes a payment in respect of a tender or exchange offer for the Common Stock, to the extent that the cash and value of any other consideration included in the payment per share of the Common Stock exceeds the average of the Last Reported Sale Prices of the Common Stock over the 10 consecutive Trading Day period commencing on, and including, the Trading Day next succeeding the last date on which tenders or exchanges may be made pursuant to such tender or exchange offer (the "**Tender/Exchange Offer Valuation Period**"), the Conversion Price shall be decreased based on the following formula:

$$CP' = CP_0 \times \frac{SP' \times OS_0}{AC + (SP' \times OS')}$$

where,

CP_0 = the Conversion Price in effect immediately prior to the Close of Business on the 10th Trading Day immediately following, and including, the Trading Day next succeeding the date such tender or exchange offer expires;

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CP’	=	the Conversion Price in effect immediately after the Close of Business on the 10th Trading Day immediately following, and including, the Trading Day next succeeding the date such tender or exchange offer expires;

AC	=	the aggregate value of all cash and any other consideration (as reasonably determined in good faith by the Board of Directors) paid or payable for shares of Common Stock purchased in such tender or exchange offer;
OS_0	=	the number of shares of Common Stock outstanding immediately prior to the date such tender or exchange offer expires (prior to giving effect to the purchase of all shares of Common Stock accepted for purchase or exchange in such tender or exchange offer);
OS’	=	the number of shares of Common Stock outstanding immediately after the date such tender or exchange offer expires (after giving effect to the purchase of all shares of Common Stock accepted for purchase or exchange in such tender or exchange offer); and
SP’	=	the average of the Last Reported Sale Prices of the Common Stock over the 10 consecutive Trading Day period commencing on, and including, the Trading Day next succeeding the date such tender or exchange offer expires.

The decrease to the Conversion Price under this Section 10.03(e) shall occur at the Close of Business on the 10th Trading Day immediately following, and including, the Trading Day next succeeding the date such tender or exchange offer expires; *provided* that, if the relevant Conversion Date occurs during the 10 Trading Days immediately following, and including, .the Trading Day next succeeding the expiration date of an tender or exchange offer, references to “10” or “10th” in the preceding paragraph shall be deemed replaced with such lesser number of Trading Days as have elapsed between the date that such tender or exchange offer expires and the Conversion Date in determining the Conversion Price.

(f) Notwithstanding anything to the contrary in this Section 10.03, the Conversion Price shall not be adjusted:

(i) upon the issuance of any shares of Common Stock pursuant to any present or future Company plan providing for the reinvestment of dividends or interest payable on the Company’s securities or the investment of additional optional amounts in shares of Common Stock under any Company plan;

(ii) upon the issuance of any shares of Common Stock or options or rights to purchase such shares pursuant to any present or future employee, director or consultant benefit plan or program of or assumed by the Company or any of the Company’s Subsidiaries;

(iii) upon the issuance of any shares of the Common Stock pursuant to any option, warrant, right or exercisable, exchangeable or convertible security not described in clause (ii) of this subsection and outstanding as of the Issue Date;

(iv) solely for a change in the par value of the Common Stock; or

(v) for accrued and unpaid interest, if any.

Section 10.04. *Adjustments of Prices*. Whenever any provision of this Indenture requires the Company to calculate the Last Reported Sale Prices, the Daily VWAPs or the Conversion Make-Whole Share Price over or based on a span of multiple days (including an Observation Period, the period for determining the stock price for purposes of a Make-Whole Adjustment Event, the period for determining the Conversion Make-Whole Share Price and the period for determining whether the Company may exercise its Optional Redemption right), the Board of Directors shall make appropriate adjustments to each to account for any adjustment to the Conversion Price that becomes effective, or any event requiring an adjustment to the Conversion Price where the Ex-Dividend Date, Effective Date or expiration date, as the case may be, of the event occurs, at any time during the period when the Last Reported Sale Prices, the Daily VWAPs, the Daily Conversion Values or the Conversion Make-Whole Share Price are to be calculated.

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Section 10.05. *Shares to Be Fully Paid*. The Company shall at all times provide, free from preemptive rights, out of its authorized but unissued shares or shares held in treasury, sufficient shares of Common Stock to provide for conversion of the Notes from time to time as such Notes are presented for conversion. The Company shall settle its Make-Whole Obligation by Cash Settlement unless any shares deliverable upon settlement of its Make-Whole Obligation would be free of preemptive rights and would not exceed its authorized but unissued shares or shares held in treasury.

Section 10.06. *Effect of Recapitalizations, Reclassifications and Changes of the Common Stock*.

(a) In the case of:

(i) any recapitalization, reclassification or change of the Common Stock (other than changes resulting from a subdivision or combination),

(ii) any consolidation, merger, combination or similar transaction involving the Company,

(iii) any sale, lease or other transfer to a third party of the consolidated assets of the Company and the Company's Subsidiaries substantially as an entirety or

(iv) any statutory share exchange,

in each case, as a result of which the Common Stock would be converted into, or exchanged for, stock, other securities, other property or assets (including cash or any combination thereof) (any such event, a "**Merger Event**"), then, at and after the effective time of such Merger Event, the right to convert any Conversion Amount of Notes shall be changed into a right to convert such Conversion Amount of Notes into the kind and amount of shares of stock, other securities or other property or assets (including cash or any combination thereof) that a holder of a number of shares of Common Stock equal to the Conversion Rate immediately prior to such Merger Event would have owned or been entitled to receive (the "**Reference Property**," with each "**unit of Reference Property**" meaning the kind and amount of Reference Property that a holder of one share of Common Stock is entitled to receive) upon such Merger Event and, prior to or at the effective time of such Merger Event, the Company or the successor or purchasing Person, as the case may be, shall execute with the Trustee a supplemental indenture permitted under Section 9.01(d) providing for such change in the right to convert any Conversion Amount of Notes.

If the Merger Event causes the Common Stock to be converted into, or exchanged for, the right to receive more than a single type of consideration (determined based in part upon any form of stockholder election), then (i) the Reference Property into which the Notes will be convertible shall be deemed to be (x) the weighted average of the types and amounts of consideration received by the holders of Common Stock that affirmatively make such an election or (y) if no holders of Common Stock affirmatively make such an election, the types and amounts of consideration actually received by the holders of Common Stock, and (ii) the unit of Reference Property for purposes of the immediately preceding paragraph shall refer to the consideration referred to in clause (i) attributable to one share of Common Stock. If the holders of the Common Stock receive only cash in such Merger Event, then for all conversions for which the relevant Conversion Date occurs after the effective date of such Merger Event, (A) the consideration due upon settlement of the Conversion Obligation for any Conversion Amount of Notes shall be solely cash in an amount equal to the Conversion Rate in effect on the Conversion Date, multiplied by the price paid per share of Common Stock in such Merger Event and (B) the Company shall satisfy each of the Conversion Obligation and the Make-Whole Obligation by paying cash to converting Holders on or before the third Business Day immediately following the relevant Conversion Date. The Company shall notify Holders, the Trustee and the Conversion Agent of such weighted average as soon as practicable after such determination is made.

Such supplemental indenture described in the second immediately preceding paragraph shall provide for anti-dilution and other adjustments that shall be as nearly equivalent as is possible to the adjustments provided for in this Article 10. If, in the case of any Merger Event, the Reference Property includes shares of stock, securities or other property or assets (including cash or any combination thereof) of a Person other than the successor or purchasing corporation, as the case may be, in such Merger Event, then such supplemental indenture shall also be executed by such other Person and shall contain such additional provisions to protect the interests of the Holders as the Board of Directors shall reasonably consider necessary by reason of the foregoing, including the provisions providing for the purchase rights set forth in Article 3.

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(b) When the Company executes a supplemental indenture pursuant to subsection (a) of this Section 10.06, the Company shall promptly file with the Trustee and the Collateral Agent an Officers' Certificate briefly stating the reasons therefor, the kind or amount of cash, securities or property or asset that will comprise a unit of Reference Property after any such Merger Event, any adjustment to be made with respect thereto and that all conditions precedent have been complied with, and shall promptly mail notice thereof to all Holders. The Company shall cause notice of the execution of such supplemental indenture to be given to each Holder, in accordance with Section 14.01, within 20 days after execution thereof. Failure to deliver such notice shall not affect the legality or validity of such supplemental indenture.

(c) The Company shall not become a party to any Merger Event unless its terms are consistent with this Section 10.06. None of the foregoing provisions shall affect the right of a Holder of Notes to convert its Notes into cash, shares of Common Stock or a combination of cash and shares of Common Stock, as applicable, as set forth in Section 10.01 and Section 10.02 prior to the effective date of such Merger Event.

(d) The above provisions of this Section shall similarly apply to successive Merger Events.

Section 10.07. *Certain Covenants*. The Company covenants that:

(a) It will reserve the maximum number of shares of Common Stock that would be necessary to satisfy all potential Conversion Obligations and Make-Whole Obligations that require issuance of Common Stock.

(b) all shares of Common Stock issued upon settlement of a Conversion Obligation or a Make-Whole Obligation will be fully paid and non-assessable by the Company and free from all taxes, liens and charges with respect to the issue thereof, except with respect to any U.S. federal withholding taxes that might apply.

(c) If any shares of Common Stock to be provided for the purpose of settlement of Conversion Obligations or the Make-Whole Obligations require registration with or approval of any governmental authority under any federal or state law before such shares of Common Stock may be validly issued, the Company shall, to the extent then permitted by the rules and interpretations of the SEC, secure such registration or approval, as the case may be.

(d) If at any time the Common Stock shall be listed on any national securities exchange or automated quotation system the Company will list and keep listed, so long as the Common Stock shall be so listed on such exchange or automated quotation system, any Common Stock issuable upon settlement of a Conversion Obligation or a Make-Whole Obligation.

Section 10.08. *No Responsibility of Trustee*. The Trustee and any other Conversion Agent shall not at any time be under any duty or responsibility to any Holder to determine the Conversion Rate (or any adjustment thereto) or whether any facts exist that may require any adjustment (including any increase) of the Conversion Rate, or with respect to the nature or extent or calculation of any such adjustment when made, or with respect to the method employed, or herein or in any supplemental indenture provided to be employed, in making the same. The Trustee and any other Conversion Agent shall not be accountable with respect to the validity or value (or the kind or amount) of any shares of Common Stock, or of any securities, property or cash that may at any time be issued or delivered upon the conversion of any Note; and the Trustee and any other Conversion Agent make no representations with respect thereto. Neither the Trustee nor any Conversion Agent shall be responsible for any failure of the Company to issue, transfer or deliver any shares of Common Stock or stock certificates or other securities or property or cash upon the surrender of any Note or to comply with any of the duties, responsibilities or covenants of the Company contained in this Article. Without limiting the generality of the foregoing, neither the Trustee nor any Conversion Agent shall be under any responsibility to determine the correctness of any provisions contained in any supplemental indenture entered into pursuant to Section 10.08 relating either to the kind or amount of shares of stock or securities or property (including cash) receivable by Holders upon settlement of the Conversion Obligation or the Make-Whole Obligation after any event referred to in such Section 10.08 or to any adjustment to be made with respect thereto, but may accept (without any independent investigation) as conclusive evidence of the correctness of any such provisions, and shall be protected in relying upon, the Officers' Certificate (which the Company shall be obligated to file with the Trustee prior to the execution of any such supplemental indenture) with respect thereto. Except as otherwise provided in this Indenture, the Company will be responsible for making all calculations called for under this Indenture or the Notes in good faith, including determinations of the Last Reported Sale Price, the Daily VWAPs, the Conversion Make-Whole Share Price, accrued interest, Default Interest and Additional Interest, if any, on the Notes and the Conversion Rate. The Company will make all these calculations in good faith and, absent manifest error, such calculations will be final and binding on Holders. The Company will provide a schedule of its calculations to each of the Trustee and the Conversion Agent, and each of the Trustee and the Conversion Agent is entitled to rely conclusively upon the accuracy of such

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calculations without independent verification. The Trustee will forward such calculations to any Holder of the Notes upon the written request of that Holder. The Trustee and the Conversion Agent shall not have any liability or responsibility in connection with any calculation or information relating to any calculation. Neither the Trustee nor the Conversion Agent shall have any responsibility or obligation to determine when and if any Notes may be converted at any time. The Trustee and the Conversion Agent shall not be accountable with respect to the validity or value (or the kind or amount) of any shares of the Common Stock, or of any securities, property or cash that may at any time be issued or delivered upon the conversion of any Note; and the Trustee and the Conversion Agent make no representations with respect thereto.

Section 10.09. *Notice to Holders Prior to Certain Actions*. The Company shall provide written notice to the Holders, the Trustee and the Collateral Agent at least 25 Scheduled Trading Days in advance of the occurrence of any of the following events (unless the Company does not have knowledge of such event at least 25 Scheduled Trading Days in advance of the occurrence of such event, in which case the Company shall provide written notice to the Holders and the Trustee as promptly as practicable (and in any event, no more than one Business Day) after it has knowledge of such event): (a) the effective date of any Change of Control, Make-Whole Adjustment Event or Merger Event; or (b) the ex-dividend date for any issuance or distribution that would require an adjustment in the Conversion Rate pursuant to Section 10.03(b), Section 10.03(c) or Section 10.03(d).

In addition, in case of any:

(a) action by the Company or a Subsidiary that would require an adjustment in the Conversion Rate pursuant to Section 10.04 or Section 10.12; or

(b) voluntary or involuntary dissolution, liquidation or winding-up of the Company or a Subsidiary;

then, in each case (unless earlier notice of such event is otherwise required pursuant to the first paragraph of this Section 10.11), the Company shall provide written notice to the Holders, the Trustee and the Collateral Agent, as promptly as possible but in any event at least 20 days prior to the applicable date hereinafter specified, of (i) the date on which a record is to be taken for the purpose of such action by the Company or a Subsidiary or, if a record is not to be taken, the date as of which the holders of Common Stock of record are to be determined for the purposes of such action by the Company or a Subsidiary, or (ii) the date on which such dissolution, liquidation or winding-up is expected to become effective or occur, and the date as of which it is expected that holders of Common Stock of record shall be entitled to exchange their Common Stock for securities or other property deliverable upon such dissolution, liquidation or winding-up.

Section 10.10. *Stockholder Rights Plans*. If the Company has a stockholder rights plan in effect upon conversion of the Notes, each share of Common Stock, if any, issued upon settlement of a Conversion Obligation or a Make-Whole Obligation shall be entitled to receive the appropriate number of rights, if any, and the certificates representing the Common Stock issued upon such settlement shall bear such legends, if any, in each case as may be provided by the terms of any such stockholder rights plan, as the same may be amended from time to time. However, if, prior to any conversion of Notes, the rights have separated from the shares of Common Stock in accordance with the provisions of the applicable stockholder rights plan, the Conversion Rate shall be adjusted at the time of separation as if the Company distributed to all or substantially all holders of the Common Stock distributed property as provided in Section 10.05(c), subject to readjustment in the event of the expiration, termination or redemption of such rights.

Section 10.11. *Forced Conversion*.

(a) At any time on or after the two-year anniversary of the Issue Date, the Company may elect to force the conversion (a "**Forced Conversion**") of up to 12.5% of the total outstanding principal amount of the Notes (such amount, the "**Maximum Quarterly Forced Conversion Amount**") plus all accrued but unpaid interest thereon once each calendar quarter if the following conditions exist on the last Business Day of such calendar quarter (the "**Forced Conversion Conditions**"):

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(i) the Last Reported Sale Price of the Common Stock exceeds 150% of the applicable Conversion Price on at least 20 Trading Days (whether or not consecutive) during the period of 30 consecutive Trading Days ending on, and including, the Trading Day immediately preceding the Conversion Date; and

(ii) either (x) the average daily trading volume of the Common Stock exceeds $2.5 million on at least 20 Trading Days (whether or not consecutive) during the period of 30 consecutive Trading Days ending on, and including, the Trading Day immediately preceding the Conversion Date or (y) the Common Stock is listed on a Permitted Exchange; and

(iii) there is an effective registration statement under the Securities Act covering the resale by the holders of the Notes of all Common Stock to be received in such Forced Conversion.

(b) If the Company has met the Forced Conversion Conditions at the end of any calendar quarter and elects to cause a Forced Conversion, a pro rata portion of the Notes then held by each Holder may be converted in an aggregate principal amount not to exceed the Maximum Quarterly Forced Conversion Amount, and the Company shall deliver written notice of such Forced Conversion to the Holders (a "**Notice of Forced Conversion**") within ten Business Days of the end of such calendar quarter. A Notice of Conversion shall request of each Holder to provide the same information contained in a Notice of Conversion. The applicable provisions of this Article 10 shall apply to each Forced Conversion.

(c) Notwithstanding anything to the contrary herein, in no event shall the Company have any right to force conversion of any Notes pursuant to this Section 10.11 unless there shall be continuously effective at all times from 15 days prior to the Conversion Date through and including the Conversion Date, and the Company reasonably believes and has used its best efforts to ensure that there shall remain continuously effective at all times from the Conversion Date until at least 180 days after the Conversion Date, a registration statement under the Securities Act (and other registration or qualification under the securities or blue sky laws of such jurisdictions in the United States as the holders or prospective holders of a majority of the Common Stock issued or issuable upon conversion of the Notes may reasonably request) covering the resale of any and all Common Stock issued or issuable upon conversion of the Notes.

(d) In connection with any Forced Conversion pursuant to this Section 10.11 that occurs before the third anniversary of the Issuance Date, in addition to settling the Conversion Amount, the Company shall pay or deliver to the converting Holder the Make-Whole Premium that would have been due had such Conversion Amount been voluntarily converted by the Holder at such time pursuant to Section 10.02.

Section 10.12. *Certain Limitations on Settlement*. For so long as the Common Stock is registered under the Exchange Act, a beneficial owner of the Notes shall not be entitled to receive shares of Common Stock upon conversion of any Notes during any period of time in which the aggregate number of shares of Common Stock that may be acquired by such beneficial owner upon conversion of Notes shall, when added to the aggregate number of shares of Common Stock deemed beneficially owned, directly or indirectly, by such beneficial owner and each person subject to aggregation of Common Stock with such beneficial owner under Section 13 or Section 16 of the Exchange Act and the rules promulgated thereunder at such time (an "**Aggregated Person**") (other than by virtue of the ownership of securities or rights to acquire securities that have limitations on such beneficial owner's or such person's right to convert, exercise or purchase similar to this limitation), as determined pursuant to the rules and regulations promulgated under Section 13(d) of the Exchange Act, exceed 4.9% (the "**Restricted Ownership Percentage**") of the total issued and outstanding shares of Common Stock (the "**Restricted Ownership Conversion Blocker**"). Notwithstanding the foregoing, this Restricted Ownership Conversion Blocker shall not apply (a) with respect to a beneficial owner of the Notes if such beneficial owner is subject to beneficial ownership reporting under Section 13(d) or Section 13(g) of the Exchange Act without regard to the aggregate number of shares of Common Stock issuable upon conversion of the Notes and upon conversion, exercise or sale of securities or rights to acquire securities that have limitations on such beneficial owner's right to convert, exercise or purchase similar to this limitation or (b) in connection with an issuance of Common Stock by the Company pursuant to, or upon a conversion in connection with, a Make-Whole Adjustment Event; provided, however, that if any beneficial owner of the Notes provides written notice to the Company at any time that the exception to the application of the Restricted Ownership Conversion Blocker set forth in clause (b) of this sentence (the "**Make-Whole Exception**") shall not be available to such beneficial owner, then such exception shall not be available to such beneficial owner. Any such notice provided pursuant to the proviso to the immediately preceding sentence shall be binding against such beneficial owner.

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Notwithstanding the foregoing, the Company shall issue shares of Common Stock upon conversion of such beneficial owner's Notes up to (but not exceeding) the amount that would cause such beneficial owner's beneficial ownership of Common Stock (together with that of any Aggregated Person) to equal the Restricted Ownership Percentage; *provided* that each beneficial owner shall have the right at any time and from time to time to reduce the Restricted Ownership Percentage applicable to such beneficial owner immediately upon prior written notice to the Company (*provided* that, for the avoidance of doubt, in such event, such beneficial owner may sell shares of Common Stock or Notes to reduce the aggregate number of shares of Common Stock deemed beneficially owned by such beneficial owner (together with any Aggregated Person) to a level below the reduced Restricted Ownership Percentage, in which case the Notes will be convertible by such beneficial owner up to (but will not exceed) the reduced Restricted Ownership Percentage) or increase the Restricted Ownership Percentage applicable to such beneficial owner (together with any Aggregated Person) upon 65 days' prior written notice to the Company.

Under no circumstances shall the Trustee or the Conversion Agent have any obligation to identify any beneficial owner of the Notes, or otherwise make any determination, monitor or otherwise take any action with respect to the restrictions set forth in this Section 10.12.

Section 10.13. *Cannabis Law Compliance and Unsuitability Redemption*. Subject to the provisions of Section 4.07, each Holder upon conversion of Notes shall (a) take all action reasonably required by such Holder in such Holder's capacity as a holder of Common Stock issued upon conversion of the Notes to comply with applicable state cannabis laws and regulations, including, without limitation, making all requisite filings under such laws and regulations as and when required and reasonably keep the Company apprised of the same, and (b) upon the Company's reasonable request, at the Company's sole cost and expense, reasonably cooperate with the Company with respect to any Company report, filing, notification or other communication with or to any state Governmental Authority related to the Company's licenses, approvals, consents or obligations under state cannabis laws and regulations related to such Holder's capacity as a holder of Common Stock issued upon conversion of the Notes, including, without limitation, any investigation or inquiry by a state governmental authority related to any of the foregoing. The Company shall have the right but not the obligation to redeem all or any portion of the shares of Common Stock held by such Holder issued upon conversion of Notes for cash at a per share purchase price equal to the greater of (x) the Conversion Price per share at which such Holder acquired such shares of Common Stock and (y) the Last Reported Sale Price of the Common Stock as reported for the Common Stock for the 45 Trading Days immediately preceding the date of such redemption notice, on not less than five days' written notice, if such Holder or one of its Affiliates is determined to be unsuitable or disqualified to own a direct or indirect interest in the Company by a state Governmental Authority, including, without limitation, the Colorado Marijuana Enforcement Division; provided, that, (A) to the extent permitted by the applicable state governmental authority without jeopardizing the Company's licenses, approvals, consents or obligations under state cannabis laws and regulations, the Company shall provide such Holder with a reasonable period to cure the cause for such determination or disqualification prior to such redemption and (B) the Company shall only redeem the Holder's shares of Common Stock to the extent necessary to comply with applicable state cannabis laws and regulations.

Article 11
REDEMPTION AT THE OPTION OF THE COMPANY

Section 11.01. *Optional Redemption*. No sinking fund is provided for the Notes. Subject to the terms and conditions of this Article 11, the Company may at any time redeem all, but not less than all, the Notes (an "**Optional Redemption**"), in cash at the applicable Redemption Price. Holders may elect, at their option and prior to the Redemption Date, to convert some or all of their Notes pursuant to Article 10 into shares of Common Stock in lieu of receiving the Redemption Price.

Section 11.02. *Notice of Optional Redemption; Selection of Notes.*

(a) In case the Company exercises its Optional Redemption right to redeem the Notes in accordance with Section 11.01, it shall fix a date for redemption (the "**Redemption Date**") and it or, at its written request received by the Trustee not less than 35 Scheduled Trading Days prior to the Redemption Date (or such shorter period of time as may be acceptable to the Trustee), the Trustee, in the name of and at the expense of the Company, shall deliver or cause to be delivered a notice of such Optional Redemption (a "**Redemption Notice**") not less than 25 nor more than 30 Scheduled Trading Days prior to the Redemption Date to each Holder of Notes in accordance with Section 14.01; *provided*, *however*, that, if the Company shall give such notice, it shall also give written notice of the Redemption Date to the Trustee. The Redemption Date must be a Business Day. Notwithstanding anything to the contrary herein,

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the Company may not designate a Redemption Date that falls during or within three Business Days after the end of a Make-Whole Adjustment Period. The Trustee may conclusively rely upon an Officers' Certificate of the Company as to (i) whether or not any day is a Scheduled Trading Day, and (ii) whether a Make-Whole Adjustment Period has occurred or is continuing. All Redemption Prices shall be calculated by the Company.

(b) Each Redemption Notice shall specify:

(i) the Redemption Date;

(ii) the Redemption Price;

(iii) that on the Redemption Date, the Redemption Price will become due and payable upon each Note to be redeemed, and that interest thereon, if any, shall cease to accrue on and after the Redemption Date;

(iv) the place or places where such Notes are to be surrendered for payment of the Redemption Price;

(v) that Holders may surrender their Notes for conversion at any time prior to the Close of Business on the second Business Day immediately preceding the Redemption Date;

(vi) the procedures a converting Holder must follow to convert its Notes, the Conversion Settlement Method, Make-Whole Settlement Method and, if applicable, the cash amount and Cash Make-Whole Premium Amount; and

(vii) the Conversion Rate.

A Redemption Notice shall be irrevocable.

(c) Notwithstanding anything to the contrary herein, in no event shall the Company have any right to redeem the Notes pursuant to this Article 11 unless there shall be continuously effective, at all times from 15 days prior to the date of the Redemption Notice through and including the Redemption Date, a registration statement under the Securities Act (and other registration or qualification under the securities or blue sky laws of such jurisdictions in the United States as the holders or prospective holders of a majority of the Common Stock issued or issuable upon conversion of the Notes may reasonably request) covering the resale of any and all Common Stock issued or issuable upon conversion of the Notes.

Section 11.03. *Payment of Notes Called for Redemption*.

(a) If any Redemption Notice has been given in respect of the Notes in accordance with Section 11.02, the Notes shall become due and payable on the Redemption Date at the place or places stated in the Redemption Notice and at the applicable Redemption Price (subject to the right of the Holders of record on the relevant record date to receive interest due on an interest payment date that is on or prior to the Redemption Date). On presentation and surrender of the Notes at the place or places stated in the Redemption Notice, the Notes shall be paid and redeemed by the Company at the applicable Redemption Price.

(b) Prior to the Open of Business on the Redemption Date, the Company shall deposit with the Paying Agent or, if the Company or a Subsidiary is acting as the Paying Agent, shall segregate and hold in trust as provided in Section 2.07 an amount of cash (in immediately available funds if deposited on the Redemption Date), sufficient to pay the Redemption Price of all of the Notes to be redeemed on such Redemption Date. Subject to receipt of funds by the Paying Agent, payment for the Notes to be redeemed shall be made on the Redemption Date for such Notes. The Paying Agent shall, promptly after such payment and upon written demand by the Company, return to the Company any funds in excess of the Redemption Price.

Section 11.04. *Restrictions on Redemption*. The Company may not redeem any Notes on any date if the principal amount of the Notes has been accelerated in accordance with the terms of this Indenture, and such acceleration has not been rescinded, on or prior to the Redemption Date (except in the case of an acceleration resulting from a Default by the Company in the payment of the Redemption Price with respect to such Notes).

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Section 11.05. *Return of Notes*. If a Holder delivers a Note for redemption pursuant to Article 11 and, on the Redemption Date, the Company is not permitted to redeem such Note, the Paying Agent will (i) if such Note is a Definitive Note, return such Note to such Holder, and (ii) if such Note is held in book-entry form, in compliance with the Applicable Procedures, deem to be cancelled any instructions for book-entry transfer of such Note.

Section 11.06. *Repayment to the Company*. Subject to any applicable property laws, if, six months after the Redemption Date, any cash held by the Paying Agent for redemption of Notes remains unclaimed, the Paying Agent will promptly return such cash to the Company upon the Company's written request; provided, however, that, to the extent that the Company certifies in an Officers' Certificate delivered to the Trustee and the Collateral Agent that the aggregate amount of cash deposited by the Company pursuant to Section 11.05 exceeds the aggregate Redemption Price of every Note outstanding (excluding, for the avoidance of doubt, any Notes tendered for conversion pursuant to Article 10 hereof), then as soon as practicable following the Trustee's and Collateral Agent's receipt of such Officers' Certificate, the Trustee will return such excess to the Company.

Article 12
NOTE GUARANTEES

Section 12.01. *Note Guarantees*.

(a) Subject to this Article 12, each of the Guarantors hereby, jointly and severally, unconditionally guarantees to each Holder of a Note authenticated and delivered by the Trustee, to the Collateral Agent and to the Trustee and their respective successors and assigns, irrespective of the validity and enforceability of this Indenture, the Notes or the obligations of the Company hereunder or thereunder, that:

(i) the principal of, premium, if any, and interest on, the Notes will be promptly paid in full when due, whether at maturity, by acceleration, redemption or otherwise, and interest on the overdue principal of and interest on the Notes, if any, if lawful, and all other obligations of the Company to the Holders, the Collateral Agent or the Trustee hereunder or thereunder will be promptly paid in full or performed, all in accordance with the terms hereof and thereof, and

(ii) in case of any extension of time of payment or renewal of any Notes or any of such other obligations, that same will be promptly paid in full when due or performed in accordance with the terms of the extension or renewal, whether at Stated Maturity, by acceleration or otherwise.

Failing payment when due of any amount so guaranteed or any performance so guaranteed for whatever reason, the Guarantors will be jointly and severally obligated to pay the same immediately. Each Guarantor agrees that this is a guarantee of payment and not a guarantee of collection.

(b) The Guarantors hereby agree that their obligations hereunder are unconditional, irrespective of the validity, regularity or enforceability of the Notes or this Indenture, the absence of any action to enforce the same, any waiver or consent by any Holder of the Notes, the Collateral Agent or the Trustee with respect to any provisions hereof or thereof, the recovery of any judgment against the Company, any action to enforce the same or any other circumstance which might otherwise constitute a legal or equitable discharge or defense of a Guarantor. Each Guarantor hereby waives diligence, presentment, demand of payment, filing of claims with a court in the event of insolvency or bankruptcy of the Company, any right to require a proceeding first against the Company, protest, notice and all demands whatsoever and covenants that its Note Guarantee will not be discharged except by complete performance of the obligations contained in the Notes and this Indenture.

(c) If any Holder, the Collateral Agent or the Trustee is required by any court or otherwise to return to the Company, the Guarantors or any custodian, trustee, liquidator or other similar official acting in relation to either the Company or the Guarantors, any amount paid by any of them to the Trustee or such Holder, each Guarantor's Note Guarantee, to the extent theretofore discharged, will be reinstated in full force and effect.

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(d) Each Guarantor agrees that it will not be entitled to any right of subrogation in relation to the Holders in respect of any obligations guaranteed hereby until payment in full of all obligations guaranteed hereby. Each Guarantor further agrees that, as between the Guarantors, on the one hand, and the Holders, the Collateral Agent and the Trustee, on the other hand, (i) the maturity of the obligations guaranteed hereby may be accelerated as provided in Article 6 for the purposes of its Note Guarantee, notwithstanding any stay, injunction or other prohibition preventing such acceleration in respect of the obligations guaranteed hereby, and (ii) in the event of any declaration of acceleration of such obligations as provided in Article 6, such obligations (whether or not due and payable) will forthwith become due and payable by each of the Guarantors for the purpose of its Note Guarantee.

(e) All Guarantors desire to allocate among themselves (collectively, the "**Contributing Guarantors**"), in a fair and equitable manner, their obligations arising under this Indenture. Accordingly, in the event any payment or distribution is made on any date by a Guarantor (a "**Funding Guarantor**") under its guarantee of the Notes such that its Aggregate Payments exceed its Fair Share as of such date, such Funding Guarantor shall be entitled to a contribution from each of the other Contributing Guarantors in an amount sufficient to cause each Contributing Guarantor's Aggregate Payments to equal its Fair Share as of such date. "**Fair Share**" means, with respect to a Contributing Guarantor as of any date of determination, an amount equal to (i) the ratio of (A) the Fair Share Contribution Amount with respect to such Contributing Guarantor, to (B) the aggregate of the Fair Share Contribution Amounts with respect to all Contributing Guarantors, multiplied by (ii) the aggregate amount paid or distributed on or before such date by all Funding Guarantors under its Note Guarantee in respect of the obligations guaranteed. "**Fair Share Contribution Amount**" means, with respect to a Contributing Guarantor as of any date of determination, the maximum aggregate amount of the obligations of such Contributing Guarantor under its Note Guarantee that would not render its obligations hereunder or thereunder subject to avoidance as a fraudulent transfer or conveyance under Section 548 of the Bankruptcy Code or any comparable applicable provisions of state law, *provided* that solely for purposes of calculating the Fair Share Contribution Amount with respect to any Contributing Guarantor for purposes of this Section 12.01, any assets or liabilities of such Contributing Guarantor arising by virtue of any rights to subrogation, reimbursement or indemnification or any rights to or obligations of contribution hereunder shall not be considered as assets or liabilities of such Contributing Guarantor. "**Aggregate Payments**" means, with respect to a Contributing Guarantor as of any date of determination, an amount equal to (1) the aggregate amount of all payments and distributions made on or before such date by such Contributing Guarantor in respect of its Note Guarantee (including in respect of this Section 12.01), minus (2) the aggregate amount of all payments received on or before such date by such Contributing Guarantor from the other Contributing Guarantors as contributions under this Section 12.01. The amounts payable as contributions hereunder shall be determined as of the date on which the related payment or distribution is made by the applicable Funding Guarantor. Each Guarantor is a third party beneficiary to the contribution agreement set forth in this Section 12.01(e).

Section 12.02. *Limitation on Guarantor Liability*.

Each Guarantor, and by its acceptance of Notes, each Holder, hereby confirms that it is the intention of all such parties that the Note Guarantee of such Guarantor does not constitute a fraudulent transfer or conveyance for purposes of applicable Debtor Relief Law, the Uniform Fraudulent Conveyance Act, the Uniform Fraudulent Transfer Act or any similar federal or state law to the extent applicable to any Note Guarantee. To effectuate the foregoing intention, the Trustee, the Holders and the Guarantors hereby irrevocably agree that the obligations of such Guarantor will be limited to the maximum amount that will, after giving effect to such maximum amount and all other contingent and fixed liabilities of such Guarantor that are relevant under such laws, and after giving effect to any collections from, rights to receive contribution from or payments made by or on behalf of any other Guarantor in respect of the obligations of such other Guarantor under this Article 12, result in the obligations of such Guarantor under its Note Guarantee not constituting a fraudulent transfer or conveyance.

Section 12.03. *Execution and Delivery of Note Guarantee*.

To evidence its Note Guarantee set forth in Section 12.01, each Guarantor hereby agrees that a notation of such Note Guarantee substantially in the form attached as Exhibit B hereto will be endorsed by an Officer of such Guarantor on each Note authenticated and delivered by the Trustee and that this Indenture will be executed on behalf of such Guarantor by one of its Officers (but the failure to execute such notation shall not affect the validity of any Note Guarantee).

Each Guarantor hereby agrees that its Note Guarantee set forth in Section 12.01 will remain in full force and effect notwithstanding any failure to endorse on each Note a notation of such Note Guarantee. An Officer whose signature is on this Indenture

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or on the Note Guarantee no longer holds that office at the time the Trustee authenticates the Note on which a Note Guarantee is endorsed, the Note Guarantee will be valid, nevertheless.

The delivery of any Note by the Trustee, after the authentication thereof hereunder, will be deemed to constitute due delivery of the Note Guarantee set forth in this Indenture on behalf of each of the Guarantors.

Section 12.04. *Guarantors May Consolidate, etc., on Certain Terms*.

Except as otherwise provided in Section 12.05, a Guarantor may not, directly or indirectly, (1) consolidate with or merge with or into, or (2) sell, convey, transfer or lease all or substantially all of its properties and assets to (whether or not such Guarantor is the surviving Person), any other Person, other than the Company or another Guarantor, unless:

(a) immediately after giving effect to that transaction, no Default or Event of Default exists;

(b) either:

(i) the Person acquiring the property in any such sale or disposition or the Person formed by or surviving any such consolidation or merger (if other than such Guarantor, the Company or another Guarantor) expressly assumes, by executing and delivering a supplemental indenture to the Trustee and the Collateral Agent substantially in the form attached hereto as Exhibit D in accordance with Section 9.03 hereof, all of the obligations of that Guarantor under its Note Guarantee, this Indenture, and all appropriate Security Documents; or

(ii) such transaction is permitted by Section 4.16; and

(c) the Company delivers to the Trustee and the Collateral Agent an Officers' Certificate and an Opinion of Counsel, each stating that such transaction and such supplemental indenture and agreements entered into by the Guarantor or the successor Person, if any, comply with this Indenture and all conditions precedent to such transaction and the execution of such supplemental indenture and other agreements, if any, provided in this Indenture have been satisfied.

(d) In the case of any such consolidation, merger, sale, conveyance, transfer or lease and upon the assumption by the successor Person, by supplemental indenture, executed and delivered to the Trustee and the Collateral Agent and satisfactory in form to the Trustee and the Collateral Agent, of the Note Guarantee of such Guarantor and the due and punctual performance of all of the covenants and conditions of this Indenture to be performed by such Guarantor, such successor Person will succeed to and be substituted for the Guarantor with the same effect as if it had been named herein as a Guarantor. Such successor Person thereupon may cause to be signed any or all of the Note Guarantees to be endorsed upon all of the Notes issuable hereunder which theretofore shall not have been signed by the Company and delivered to the Trustee; *provided*, *however*, that the Note Guarantee of such successor Person will remain in full force and effect notwithstanding any failure to endorse on each Note a notation of such Note Guarantee. All the Note Guarantees so issued will in all respects have the same legal rank and benefit under this Indenture as the Note Guarantees theretofore and thereafter issued in accordance with the terms of this Indenture as though all of such Note Guarantees had been issued at the date of the execution.

(e) Except as set forth in Article 4 and Article 5, and notwithstanding clauses (a) and (b)(i) and (ii) above, nothing contained in this Indenture or in any of the Notes will prevent any consolidation, amalgamation or merger of a Guarantor with or into the Company or another Guarantor, or will prevent any sale or conveyance of the property of a Guarantor as an entirety or substantially as an entirety to the Company or another Guarantor.

Section 12.05. *Releases*.

The Note Guarantee of any Guarantor, and the Collateral Agent's Lien on the Collateral of such Guarantor, will be released:

(a) in connection with any sale or other disposition of all, of the assets of a Guarantor (including by way of merger or consolidation) to such Person that is not (either before or after giving effect to such transaction) the Company or a Subsidiary if the sale

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or other disposition does not violate any provision of this Indenture (for the avoidance of doubt, it is understood that the acquiror of such assets only shall be released from the Note Guarantee and not the seller or other transferor of such assets);

(b) in connection with any sale or other disposition of Capital Stock of that Guarantor to a Person that is not (either before or after giving effect to such transaction) the Company or a Subsidiary; or

(c) upon the liquidation or dissolution of such Guarantor following the transfer of all of its assets to the Company or another Guarantor.

Notwithstanding the foregoing, no Guarantor shall be released from its Note Guarantee for so long as such Guarantor guarantees, is an obligor of, or provides credit support for, any Debt of the Company or a Subsidiary. If the Note Guarantee of any Guarantor is released, the Company shall deliver to the Trustee and the Collateral Agent an Officers' Certificate stating the identity of the released Guarantor, the basis for release in reasonable detail and that such release complies with this Indenture. Upon delivery by the Company to the Trustee and the Collateral Agent of an Officers' Certificate and an Opinion of Counsel to the effect that the conditions of any of clauses (a) through (c) of this Section 12.05 have been met with respect to a Guarantor in accordance with the provisions of this Indenture, including without limitation, in the case of Section 12.05(a) hereof, Section 4.16 hereof, and that such release is permitted or authorized hereunder, the Trustee and the Collateral Agent, as applicable, will execute any documents reasonably requested by the Company and such Guarantor in order to evidence the release of such Guarantor from its obligations under its Note Guarantee, without recourse or warranty. Any Guarantor not released from its obligations under its Note Guarantee as provided in this Section 12.05 will remain liable for the full amount of principal of and interest and premium, if any, on the Notes and for the other obligations of any Guarantor under this Indenture as provided in this Article 12.

Article 13
COLLATERAL

Section 13.01. *Security Documents*.

(a) The payment of the principal of, and accrued and unpaid interest, if any, on the Notes when due, whether on an interest payment date, at maturity, by acceleration, repurchase, redemption or otherwise and whether by the Company pursuant to the Notes or by a Guarantor pursuant to its Note Guarantee, and the payment of all other Obligations and the performance of all other obligations of the Company and the Guarantors under the Note Documents will be secured as provided in the Security Documents to be entered into by the Company, the Guarantors and the Collateral Agent as required or permitted by this Indenture.

(b) The Company shall, and shall cause each Guarantor to, and each Guarantor shall execute the applicable Security Agreement and each other Security Document necessary to create a Lien in all the assets of the Company and each Guarantor on the Issue Date (other than Excluded Assets) and make all filings and take all other actions as are necessary or required to establish and maintain (at the sole cost and expense of the Company and the Guarantors) the security interest created by the Security Documents in the Collateral (other than with respect to any Collateral the security interest in which is not required to be perfected under the Security Documents) as a perfected security interest, including, for the avoidance of doubt, making all filings and taking all actions as are necessary or required in order to register and perfect the Collateral, in each case as promptly as possible following the Issue Date, but in any event no later than 10 Business Days following the Issue Date, and providing the Collateral Agent with evidence of such filing.

(c) Within 30 days of the Issue Date, or such later date as determined by the Collateral Agent in its sole discretion, with respect to each Deposit Account (as defined in the Security Agreement) listed on any perfection certificate(s), the Company and the Guarantors shall enter into and deliver a customary Deposit Account Control Agreement (as defined in the Security Agreement) or other appropriate arrangement, in each case, satisfactory to the Collateral Agent as to its rights and duties, to perfect the Lien in each such Deposit Account to the extent possible after using commercially reasonable efforts; provided that no funds, cash or Cash Equivalents will at any time be transferred to a Deposit Account that is not subject to a Deposit Account Control Agreement (as defined in the Security Agreement) or other appropriate arrangement to perfect the Lien in such Deposit Account.

In the case of Collateral consisting of Equity Interests in a Subsidiary, the Company and the Guarantors shall execute such documents and take such steps as shall be reasonably necessary to perfect a Lien under the local law of incorporation or formulation of

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the Subsidiary on the Issue Date; provided that the Fair Market Value of such Subsidiary and the assets and property it holds (directly or indirectly) shall be at least U.S. $500,000. Upon request by the Collateral Agent, the Company shall deliver to the Trustee and the Collateral Agent Officers' Certificates, certifying that the Fair Market Value of an applicable Subsidiary and the assets and property it holds (directly or indirectly) is less than U.S. $500,000. The Collateral Agent may conclusively rely on such Officers' Certificates and Opinions of Counsel without independent examination or investigation.

In the case of Collateral that constitutes Regulated Marijuana, as defined in Code of Colorado Regulations 1 CCR 212-3, such Collateral shall be subject to all required suitability and application requirements of Code of Colorado Regulations 1 CCR 212-3.

(d) If the Company or any Guarantor acquires any property that is required to be Collateral pursuant to this Indenture or the Security Documents, or any Subsidiary becomes a Guarantor that is required to pledge its assets as Collateral pursuant to this Indenture or the Security Documents, the Company or such Guarantor shall execute a joinder to an existing Security Document or enter into a new Security Document (in each case, to the extent necessary to cause such asset be so pledged), and take all steps necessary to validly perfect such Lien (to the extent required by the Security Documents and Section 4.22), subject to no Liens other than Permitted Liens.

(e) The Company and each Guarantor shall execute any and all further documents, financing statements, agreements and instruments, and take all such further actions (including the filing and recording of financing statements or amendments or continuation statements in respect thereof), that may be required under any applicable law, to ensure that the Liens of the Security Documents on the Collateral remain perfected (to the extent required by the Security Documents) with the priority required by the Security Documents, all at the expense of the Company and Guarantors and provide to the Collateral Agent and the Trustee, from time to time evidence as to the perfection and priority of the Liens created or intended to be created by the Security Documents.

Section 13.02. *Collateral Agent and Trustee*.

(a) The Collateral Agent shall have all the rights and protections provided in the Security Documents and, additionally, shall have all the rights and protections in its dealings under the Note Documents as are provided to the Trustee under Article 7, and under the other Note Documents; *provided*, *however* that, notwithstanding anything contained herein to the contrary, with respect to the Trustee's rights and protections as they relate to the Collateral Agent, in no event shall the Collateral Agent's standard of care be affected in any way by the occurrence or continuance of an Event of Default, including for the avoidance of doubt, that the Collateral Agent shall in no event be required to exercise the rights and powers vested in it by this Indenture or the other Note Documents, or be required to use the same degree of care and skill in its exercise as a prudent Person would exercise or use under the circumstances in the conduct of such Person's own affairs.

(b) None of the Collateral Agent, Trustee, Paying Agent, Conversion Agent, Registrar or transfer agent nor any of their respective officers, directors, employees, attorneys or agents will have any duty with respect to, or be responsible or liable for (i) the existence, genuineness, value or protection of any Collateral, for the legality, enforceability, effectiveness or sufficiency of the Security Documents or any other document or security instrument, for the creation, validity, perfection, priority, sufficiency, protection or enforcement of any Note Liens or any other security interest in the Collateral, or any defect or deficiency as to any such matters; (ii) any recording, filing, or depositing of this Indenture or the Security Documents or any other agreement or instrument, (iii) monitoring or filing any financing statement, continuation statement or any other document or instrument evidencing a security interest, the maintenance of any such recording, filing or depositing or to any re-recording, re-filing or re-depositing of any thereof, or otherwise creating or monitoring the perfection, continuation of perfection or the sufficiency or validity of any security interest in or related to the Collateral, (iv) the acquisition or maintenance of any insurance, (v) the validity of the title of the Company or the Guarantors to the Collateral, (vi) the payment or discharge of any tax, assessment, or other governmental charge or any lien or encumbrance of any kind owing with respect to, assessed or levied against, any part of the Collateral, or (vii) making any investigation into (1) the performance or observance by the Company or any other Person of any of the covenants, agreements or other terms or conditions set forth in this Indenture, any other Note Document or in any related document, (2) the satisfaction of any condition set forth in this Indenture, any other Note Document or in any related document.

(c) Except as expressly required by the Security Documents, neither of the Collateral Agent nor the Trustee will be obligated:

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(i) to act upon directions purported to be delivered to it by any Person, except in accordance with the Security Documents or this Indenture;

(ii) to foreclose upon or otherwise enforce any Note Lien; or

(iii) to take any other action whatsoever with regard to any or all of the Note Liens, Security Documents or Collateral.

(d) The Company's and each Guarantor's payment obligations pursuant to any of the Note Documents will survive the resignation or removal of the Collateral Agent, the payment of the Notes and the discharge of this Indenture or the termination of all other Note Document. If the Collateral Agent incurs expenses after the occurrence of a Default specified in Sections 6.01(f) hereof with respect to the Company, the expenses are intended to constitute expenses of administration under any Debtor Relief Law.

(e) Each of the Collateral Agent and the Trustee shall have no duty to act, consent or request any action of any Person unless the Collateral Agent or the Trustee, as applicable, shall have received written direction from the Company or the Trustee (acting solely pursuant to the instructions from the Holders of at least a majority in aggregate principal amount of the Notes then outstanding voting as a single class) and indemnity satisfactory to it against any liabilities that may be incurred by it in connection therewith. The Collateral Agent shall be entitled to act upon the direction of the Trustee (acting solely pursuant to the instructions of a majority in aggregate principal amount of outstanding Notes) to the extent otherwise permitted by this Indenture without incurring any liabilities in connection with such direction or the results thereof. For the avoidance of doubt, if the Collateral Agent receives direction from more than one party, the direction of the Trustee (acting solely pursuant to the instructions of the Holders of a majority in aggregate principal amount of outstanding Notes) shall take priority.

(f) Notwithstanding anything in this Indenture or any of the Note Documents to the contrary, the Collateral Agent shall be afforded all of the rights, powers, immunities and indemnities set forth in this Indenture and the Security Agreement in all of the Note Documents as if such rights, powers, immunities and indemnities were specifically set out in each such Note Document. In no event shall the Collateral Agent be obligated to invest any amounts received by it.

(g) For purposes of determining whether the Holders of the requisite aggregate principal amount of outstanding Notes have given or concurred in any request, demand, authorization, direction, notice, consent, waiver or other action hereunder, the Collateral Agent shall be entitled to conclusively rely on the Trustee's or the Company's (or their respective agent's) written certification as to the Holders of the aggregate principal amount of outstanding Notes that have actually given or concurred in any request, demand, authorization, direction, notice, consent, waiver or other action hereunder and shall have no obligation or liability with respect to any such information. In the absence of any such written certification, the Collateral Agent may assume that no Holder has given or concurred in any such request, demand, authorization, direction, notice, consent, waiver or other action hereunder.

(h) Neither the Collateral Agent nor any of its respective officers, directors, employees or agents shall be liable for failure to demand, collect or realize upon any of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of the Company or any other Person or to take any other action whatsoever with regard to the Collateral or any part thereof. The powers conferred on the Collateral Agent hereunder are solely to protect the Collateral Agent's interests in the Collateral and shall not impose any duty upon the Collateral Agent to exercise any such powers. The Collateral Agent shall be accountable only for amounts that it actually receives as a result of the exercise of such powers, and neither it nor any of its officers, directors, employees or agents shall be responsible to the Company or any other Person for any act or failure to act hereunder, except for their own gross negligence or willful misconduct as conclusively determined by the final judgment of a court of competent jurisdiction, no longer subject to appeal or review.

(i) Whether herein expressly so provided, every provision of the Note Documents that in any way relates to the Collateral Agent shall be subject to this Article 13 and Sections 7.01, 7.02, 7.04 and 7.06.

(j) The Collateral Agent shall be fully justified in failing or refusing to take any action under this Indenture or any other Note Document or any other related document if such action (A) would, in the reasonable opinion of the Collateral Agent, in good

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faith (which may be based on the advice or opinion of counsel), be contrary to applicable law, this Indenture or any other Note Document or any other related document, (B) is not provided for in this Indenture or any other Note Document or any other related document, or (C) will require the Collateral Agent to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties hereunder or under any other Note Document or in the exercise of any of its rights or powers.

(k) The Collateral Agent shall not be required to take any action under this Indenture or any other Note Document or any related document if taking such action (i) would subject the Collateral Agent to a tax in any jurisdiction where it is not then subject to a tax, or (ii) would require the Collateral Agent to qualify to do business in any jurisdiction where it is not then so qualified.

(l) The Collateral Agent shall not be liable for failing to comply with its obligations under this Indenture or any other Note Document in so far as the performance of such obligations is dependent upon the timely receipt of instructions and/or other information from any other person which are not received or not received by the time required. The Collateral Agent will not incur any liability for not performing any act or fulfilling any duty, obligation or responsibility hereunder by reason of any occurrence beyond the control of such Person (including, but not limited to, any act or provision of any present or future law or regulation or governmental authority, any act of God or war, epidemics or pandemics, civil unrest, local or national disturbance or disaster, any act of terrorism, or the unavailability of the Federal Reserve Bank wire or facsimile or other wire or communication facility or any similar event not otherwise listed above.

(m) The parties hereto acknowledge that in accordance with Section 326 of the U.S.A. Patriot Act, the Collateral Agent, like all financial institutions, in order to help fight the funding of terrorism and money laundering, may be required to obtain, verify and record information that identifies each person or legal entity that establishes a relationship or opens an account with the Collateral Agent. The parties to this Indenture agree that they will provide the Collateral Agent with such information as it may request in order for the Collateral Agent to satisfy the requirements of the U.S.A. Patriot Act.

(n) If either of the Collateral Agent or the Trustee requests instructions from the Company, the Trustee or the Holders, as applicable, with respect to any action or omission in connection with this Indenture or any other Note Document, the Collateral Agent or the Trustee, as applicable, shall be entitled (without incurring any liability therefor) to refrain from taking such action and continue to refrain from acting unless and until the Collateral Agent or the Trustee, as applicable, shall have received written instructions from the Company, the Trustee or the Holders, as applicable, with respect to such request.

(o) The Holders, by their acceptance of the Notes, hereby authorize and direct the Collateral Agent to execute the Security Documents (whether on the Issue Date or thereafter) without risk of liability. Notwithstanding the foregoing, in no event shall the Collateral Agent be required to execute and enter into any such Security Document if the Collateral Agent determines in its reasonable discretion that such Security Document is reasonably likely to adversely affect any of the Collateral Agent's rights, benefits, immunities, privileges or indemnities hereunder, require the Collateral Agent to expend or risk its own funds or cause the Collateral Agent to incur any loss, liability or expense.

(p) The parties hereto and the Holders hereby agree and acknowledge that neither the Collateral Agent nor the Trustee shall assume, be responsible for or otherwise be obligated for any liabilities, claims, causes of action, suits, losses, allegations, requests, demands, penalties, fines, settlements, damages (including foreseeable and unforeseeable), judgments, expenses and costs (including but not limited to, any remediation, corrective action, response, removal or remedial action, or investigation, operations and maintenance or monitoring costs, for personal injury or property damages, real or personal) of any kind whatsoever, pursuant to any environmental law as a result of this Indenture, the Intercreditor Agreement, the Security Documents or any actions taken pursuant hereto or thereto. Further, the parties hereto and the Holders hereby agree and acknowledge that in the exercise of its rights under this Indenture, the Intercreditor Agreement and the Security Documents, the Collateral Agent may hold or obtain indicia of ownership primarily to protect the security interest of the Collateral Agent in the Collateral and that any such actions taken by the Collateral Agent shall not be construed as or otherwise constitute any participation in the management of such Collateral. In the event that the Collateral Agent or the Trustee is required to acquire title to an asset for any reason, or take any managerial action of any kind in regard thereto which in the Collateral Agent's or the Trustee's, as applicable, sole discretion may cause the Collateral Agent or the Trustee to be considered an "owner or operator" under the provisions of the Comprehensive Environmental Response, Compensation and Liability Act ("**CERCLA**"), 42 U.S.C. §9601, et seq., or otherwise cause the Collateral Agent or the Trustee to incur liability under CERCLA or any other federal, state, provincial, territorial, local or foreign law, each of the Collateral Agent and the Trustee, as applicable, reserves the

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right, instead of taking such action, to either resign as the Collateral Agent or the Trustee or arrange for the transfer of the title or control of the asset to a court-appointed receiver. Neither the Collateral Agent nor the Trustee shall be liable to the Company, the Guarantors or any other Person for any environmental claims or contribution actions under any federal, state, provincial, territorial, local or foreign law, rule or regulation by reason of the Collateral Agent or the Trustee's actions and conduct as authorized, empowered and directed hereunder or relating to the discharge, release or threatened release of hazardous materials into the environment. If at any time it is necessary or advisable for property or other Collateral (including without limitation any Collateral that constitutes Regulated Marijuana, as defined in Code of Colorado Regulations 1 CCR 212-3) to be possessed, owned, operated or managed by any Person (including the Collateral Agent or the Trustee) other than the Company or the Guarantors, a majority in interest of Holders shall direct the Collateral Agent or the Trustee to appoint an appropriately qualified Person (excluding the Collateral Agent or the Trustee) who they shall designate to possess, own, operate or manage, as the case may be, the property.

Section 13.03. *Authorization of Actions to Be Taken*.

(a) Each Holder of Notes, and each other Secured Party by its acceptance of this Indenture, (i) consents and agrees to the terms of each Security Document, as originally in effect and as amended, supplemented or replaced from time to time in accordance with its terms or the terms of this Indenture, (ii) authorizes and directs the Collateral Agent to enter into the Security Documents to which it is a party, and (iii) authorizes and empowers the Collateral Agent to bind the Holders of Notes and the other Secured Parties as set forth in the Security Documents to which it is a party and to perform its obligations and exercise its rights and powers thereunder.

(b) The Trustee is authorized and empowered to receive for the benefit of the Holders of Notes and the other Secured Parties any funds collected or distributed to the Collateral Agent or the Trustee, as applicable, under the Security Documents and to make further distributions of such funds to the Holders of Notes according to the provisions of this Indenture.

Section 13.04. *Release of Collateral*.

(a) The Collateral shall be released upon termination of the Company's Obligations in accordance with Section 13.10. In addition, the Company and the Guarantors will be entitled to the release of assets included in the Collateral from the Note Liens, and the Collateral Agent shall release the same from such Liens at the Company's sole cost and expense, under any one or more of the following circumstances without the need for any further action (other than as provided for by this Section 13.04(a)) by any Person:

(i) other than in connection with the termination of the Company's Obligations as described in Section 13.10, in accordance with an Officers' Certificate of the Company that certifies that such release is permitted by the terms of the Security Documents;

(ii) pursuant to an amendment or waiver in accordance with Article 9;

(iii) in whole or in part, as applicable, as to all or any portion of property subject to such Note Liens which has been taken by eminent domain, condemnation or other similar circumstances;

(iv) in part, (including in connection with Section 4.16) as to any property, including but not limited to Permitted Investments, that are (x) sold, transferred or otherwise disposed of by the Company or any Guarantor (other than to the Company or another Guarantor) in a transaction or transactions conducted in the ordinary course of business or that is not otherwise prohibited by this Indenture at the time of such sale, transfer or disposition, (y) owned or at any time acquired by a Guarantor that has been released from its guarantee pursuant to Section 12.05, concurrently with the release of such guarantee or (z) is or becomes Excluded Assets; and

(v) as to property that constitutes less than all or substantially all of the Collateral securing the Notes, with the consent of the Holders of at least 66⅔% aggregate principal amount of the Notes then outstanding voting as a single class (which consent may be obtained in connection with an exchange offer or tender offer and associated consent solicitation).

(b) With respect to any release of Collateral, the Trustee shall only direct the Collateral Agent to release assets included in the Collateral from the Note Liens pursuant to Section 13.04(a) upon the Trustee's and the Collateral Agent's receipt of an Officers'

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Certificate and an Opinion of Counsel each stating that all conditions precedent under this Indenture, the Security Documents to such release and the execution of such documents requested by the Company in connection therewith have been met and that such release and the execution of such documents requested by the Company in connection therewith are authorized or permitted by the Indenture and the other Note Documents. Upon receipt of such Officers' Certificate and Opinion of Counsel, the Trustee shall direct the Collateral Agent, and the Collateral Agent shall execute, deliver or acknowledge (at the Company's reasonable request and expense) all documents reasonably requested by the Company, without representation or warranty, in connection with such release, and any necessary or proper instruments of termination, satisfaction or release prepared by the Company to evidence the release of any Collateral permitted to be released pursuant to this Indenture or the Security Documents. Neither the Collateral Agent nor the Trustee shall be liable for any such release undertaken in reliance upon any such Officers' Certificate and Opinion of Counsel, and the Collateral Agent shall not be under any obligation to release any such Lien and security interest, or execute and deliver any such instrument of release, satisfaction or termination, unless and until it receives such Officers' Certificate and Opinion of Counsel.

Notwithstanding the foregoing, (x) at any time when a Default or Event of Default has occurred and is continuing and the maturity of the Notes has been accelerated (whether by declaration or otherwise) and, if the Trustee has delivered a notice of acceleration to the Collateral Agent, no release of Collateral pursuant to the provisions of this Indenture or the Security Documents will be effective as against the Holders and the other Secured Parties or in connection with the exercise of remedies and (y) if any asset of the Company or a Subsidiary that was released from the Note Liens pursuant to this Indenture or the Security Documents is subsequently subject to any Lien to secure other permitted secured Debt, such Company or Subsidiary shall concurrently grant a Lien on such asset to secure the Note Obligations.

Section 13.05. *Use of Collateral; Compliance with Section 314(d) of the TIA*.

(a) Unless an Event of Default shall have occurred and be continuing and the Collateral Agent shall have commenced enforcement of remedies under the Security Documents, except to the extent otherwise provided in the Security Documents or this Indenture, the Company and the Guarantors will have the right to remain in possession and retain exclusive control of the Collateral to alter or repair the Collateral, to freely operate the Collateral and to collect, invest and dispose of any income thereon. For the avoidance of doubt, the Company and the Guarantors will have the right to freely dispose of Permitted Investments in the ordinary course of business without the consent of the Holders or any liability pursuant to this Indenture or any of the Note Documents.

(b) The release of any Collateral from the terms of this Indenture will not be deemed to impair the security under this Indenture in contravention of provisions hereof if and to the extent the Collateral is released pursuant to the terms hereof.

Section 13.06. *Powers Exercisable by Receiver or Trustee*.

In case the Collateral shall be in the possession of a receiver or trustee, lawfully appointed, the powers conferred in this Article 13 upon the Company or a Guarantor with respect to the release, sale or other disposition of such property may be exercised by such receiver or trustee, and an instrument signed by such receiver or trustee shall be deemed the equivalent of any similar instrument of the Company or a Guarantor or of any officer or officers thereof required by the provisions of this Article 13; and if the Collateral Agent shall be in the possession of the Collateral under any provision of this Indenture, then such powers may be exercised by the Collateral Agent.

Section 13.07. *Voting*.

In connection with any matter under the Security Agreement requiring a vote of holders of Secured Obligations (as defined in the Security Agreement), the holders of such Secured Obligations shall be treated as a single class and the Holders shall cast their votes in accordance with this Indenture. The amount of the Notes to be voted by the Holders will equal the aggregate outstanding principal amount of the Notes. Following and in accordance with the outcome of the applicable vote under this Indenture, the Trustee shall vote the total amount of the Notes as a block in respect of any vote under the Security Agreement, as directed by the Holders in writing.

Section 13.08. *Appointment and Authorization of Collateral Agent*.

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(a) CAA, is hereby designated and appointed by the Company and the Holders as the Collateral Agent of the Secured Parties under the Security Documents, and is authorized as the Collateral Agent for the Secured Parties to execute and enter into each of the Security Documents and all other instruments relating to the Security Documents and (i) to take action and exercise such powers and remedies as are expressly required or permitted hereunder and under the Security Documents and all instruments relating hereto and thereto and (ii) to exercise such powers and perform such duties as are, in each case, expressly delegated to the Collateral Agent by the terms hereof and thereof, together with such other powers as are reasonably incidental hereto and thereto.

(b) Notwithstanding any provision to the contrary elsewhere in this Indenture or the Security Documents, the Collateral Agent shall not have (i) any duties or responsibilities except those expressly set forth herein or therein or (ii) any fiduciary relationship with any Holder or any other Secured Party, whether before or after a Default or Event of Default, and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Indenture or any Security Document or otherwise exist against the Collateral Agent.

The Collateral Agent may consult with counsel of its selection and the advice or opinion of such counsel as to matters of law shall be full and complete authorization and protection from liability in respect of any action taken, omitted or suffered by it hereunder or under the Security Documents in good faith and in accordance with the advice or opinion of such counsel.

Section 13.09. *Recordings and Opinions*.

(a) The Company and the Guarantors shall furnish to the Collateral Agent and the Trustee on December 31 of each year, commencing on December 31, 2021, an Opinion of Counsel(s), dated as of such date, stating that:

(i) in the opinion of such counsel, (x) no further action is necessary to maintain the perfection of the security interest in the Collateral described in both the applicable UCC-1 financing statement and the Security Agreement and for which perfection the Company's or applicable Guarantor's jurisdiction of organization (or other applicable jurisdiction) may occur by the filing of a UCC-1 financing statement or other applicable filing with the appropriate filing office of the applicable party's jurisdiction of organization, and (y) based on relevant laws as in effect on the date of such Opinion of Counsel(s), all financing statements and continuation statements or the similar instruments have been executed and filed that are necessary as of such date and during the succeeding 12 months fully to preserve and perfect the Note Liens, to the extent the Note Liens can be perfected by such; and

(ii) in the opinions of such counsel, no further action is necessary to maintain such Liens as effective and perfected.

(b) If the Collateral Agent resigns or is removed by the Company or by the Holders of a majority in aggregate principal amount of the Notes then outstanding, or if a vacancy exists in the office of Collateral Agent for any reason (the Collateral Agent in such event being referred to herein as the retiring Collateral Agent), then prior to an Event of Default, the Company will promptly appoint a successor Collateral Agent, and after the occurrence of an Event of Default, the Holders of a majority in aggregate principal amount of then outstanding Notes may appoint a successor, provided, that the Collateral Agent will have no obligation to undertake an assessment as to whether an Event of Default has occurred under this Indenture.

(c) A successor Collateral Agent will deliver a written acceptance of its appointment to the retiring Collateral Agent, the Trustee and to the Company. In any event, the resignation or removal of the retiring Collateral Agent will become effective on the date set forth in the notice of resignation or the notice of removal, as applicable. Upon the appointment of a successor Collateral Agent, such successor Collateral Agent will have all the rights, powers and duties of the Collateral Agent under this Indenture and the other Note Documents. The successor Collateral Agent will send a notice of its succession to each Holder. The retiring Collateral Agent will, upon payment of all of its costs and the costs of its agents and counsel, promptly transfer all property held by it as Collateral Agent to the successor Collateral Agent.

Section 13.10. *Replacement of Collateral Agent*.

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(a) The Collateral Agent may resign at any time by notifying the Company, in writing, at least 30 days prior to the proposed resignation. The Holders of a majority in aggregate principal amount of then outstanding Notes may remove the Collateral Agent by notifying the Collateral Agent, in writing, at least 30 days prior to the proposed removal. Prior to the occurrence of an Event of Default, the Company may remove the Collateral Agent by notifying the Collateral Agent, in writing, at least 30 days prior to the proposed removal, if:

(i) the Collateral Agent is adjudged bankrupt or insolvent;

(ii) a receiver or other public officer takes charge of the Collateral Agent or its property; or

(iii) the Collateral Agent otherwise becomes incapable of acting.

(b) If the Collateral Agent resigns, is removed by the Company or by the Holders of a majority in aggregate principal amount of the Notes then outstanding, or if a vacancy exists in the office of Collateral Agent for any reason (the Collateral Agent in such event being referred to herein as the retiring Collateral Agent), then prior to an Event of Default, the Company will promptly appoint a successor Collateral Agent, and after the occurrence of an Event of Default, the Holders of a majority in aggregate principal amount of then outstanding Notes may appoint a successor; provided, that the Collateral Agent will have no obligation to undertake an assessment as to whether an Event of Default has occurred under this Indenture..

(c) A successor Collateral Agent will deliver a written acceptance of its appointment to the retiring Collateral Agent, the Trustee and to the Company. In any event, the resignation or removal of the retiring Collateral Agent will become effective on the date set forth in the notice of resignation or the notice of removal, as applicable. Upon the appointment of a successor Collateral Agent, such successor Collateral Agent will have all the rights, powers and duties of the Collateral Agent under this Indenture and the other Note Documents. The successor Collateral Agent will send a notice of its succession to each Holder. The retiring Collateral Agent will, upon payment of all of its costs and the costs of its agents and counsel, promptly transfer all property held by it as Collateral Agent to the successor Collateral Agent, subject to the lien provided for in connection with the payment obligations of the Company to the Collateral Agent. In the event a successor Collateral Agent has not been appointed on the effective date of the retiring Collateral Agent's resignation or removal, as applicable, the retiring Collateral Agent may, at its option, upon payment of all of its costs and the costs of its agents and counsel, transfer all property held by it as Collateral Agent to the Trustee.

(d) If a successor Collateral Agent does not take office within 60 days after the retiring Collateral Agent resigns or is removed, the retiring Collateral Agent, the Company or the Holders of at least 10% of the aggregate principal amount of the Notes then outstanding may petition, at the expense of the Company, any court of competent jurisdiction for the appointment of a successor Collateral Agent.

(e) Notwithstanding the replacement of the Collateral Agent, the Company's payment obligations, including with respect to indemnification obligations, to the Collateral Agent under the Note Documents will continue for the benefit of the retiring Collateral Agent.

Section 13.11. *Successor Collateral Agent by Merger*.

(a) If the Collateral Agent consolidates with, merges or converts into, or transfers all or substantially all its corporate trust business or assets to, another corporation or banking association, the resulting, surviving or transferee corporation or banking association without any further act will be the successor Collateral Agent.

Article 14
MISCELLANEOUS

Section 14.01. *Notices*. Any request, demand, authorization, notice, waiver, consent or communication will be in English and in writing and delivered in Person, mailed by first-class mail, postage prepaid, delivered by overnight courier addressed as follows or transmitted by electronic mail or other similar means of unsecured electronic methods to the following:

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if to the Company or a Guarantor:
Medicine Man Technologies, Inc.
4880 Havana Street, Suite 201
Denver, CO 80239
Attention: Daniel Pabon, General Counsel
Email: dan@schwazze.com

if to the Trustee, Registrar, Paying Agent or Conversion Agent:
Ankura Trust Company, LLC, as Trustee
140 Sherman Street, Fourth Floor
Fairfield, CT 06824
Attention: Lisa Price
Telephone: (203) 319-6900

Email: Lisa.Price@ankura.com; Krista.Gulalo@ankura.com; Beth.Micena@ankura.com

if to the Collateral Agent:
Chicago Atlantic Admin, LLC, as Collateral Agent
420 N Wabash Avenue, Suite 500
Chicago, IL 60611
Attention: Peter Sack
Email: psack@chicagoatlantic.com

The Company, the Guarantors, the Collateral Agent, the Trustee, the Registrar, the Paying Agent or the Conversion Agent, by notice given to the other in the manner provided above, may designate additional or different addresses for subsequent notices or communications.

Any notice or communication given to a Holder of a Definitive Note will be mailed to the Holder, by first class mail, postage prepaid, at the Holder's address as it appears on the Register of the Registrar and will be deemed given on the date of such mailing; *provided*, *however*, that with respect to any Global Note, such notice or communication will be sent to the Holder thereof pursuant to the Applicable Procedures. Failure to mail or send a notice or communication to a Holder or any defect in it will not affect its sufficiency with respect to other Holders. If a notice or communication is mailed or sent in the manner provided above, it is duly given, when received by the addressee. If the Company or any Guarantor mails or sends a notice or communication to the Holders, it will, at the same time, mail a copy to the Trustee and each of the Registrar, Paying Agent, Conversion Agent and Collateral Agent. If the Company or any Guarantor is required under this Indenture to give a notice to the Holders, in lieu of delivering such notice to the Holders, the Company or such Guarantor may deliver such notice to the Trustee and cause the Trustee, at the Company's or Guarantor's expense, as applicable, to have delivered such notice to the Holders on or prior to the date on which the Company or such Guarantor would otherwise have been required to deliver such notice to the Holders. In such a case, the Company or such Guarantor will also cause the Trustee to mail a copy of the notice to each of the Registrar, Paying Agent, Conversion Agent and Collateral Agent at the same time it sends the notice to the Holders.

In respect of this Indenture, neither the Trustee nor the Collateral Agent shall have any duty or obligation to verify or confirm that the Person sending instructions, directions, reports, notices or other communications or information by electronic transmission is, in fact, a Person authorized to give such instructions, directions, reports, notices or other communications or information on behalf of the party purporting to send such electronic transmission; and neither the Trustee nor the Collateral Agent shall have any liability for losses, liabilities, costs or expenses incurred or sustained by any party as a result of such reliance upon or compliance with such instructions, directions, reports, notices or other communications or information. Each other party agrees to assume all risks arising out of the use of electronic methods to submit instructions, directions, reports, notices or other communications or information to the Trustee or the Collateral Agent, including, without limitation the risk of the Trustee or the Collateral Agent acting on unauthorized instructions, notices, reports or other communications or information, and the risk of interception and misuse by third parties.

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Section 14.02. *Certificate and Opinion as to Conditions Precedent*. Upon any request or application by the Company to the Trustee or the Collateral Agent to take any action under this Indenture other than the authentication of any initial Global Notes on the Issue Date, the Company will furnish to the Trustee and the Collateral Agent:

(a) an Officers' Certificate stating that, in the judgment or opinion of the signers, all conditions precedent, if any, provided for in this Indenture relating to the proposed action have been complied with; and

(b) an Opinion of Counsel stating that, in the judgment or opinion of such counsel, all such conditions precedent relating to the proposed action (to the extent of legal conclusions and subject to reasonable assumptions and exclusions) have been complied with.

Section 14.03. *Statements Required in Certificate or Opinion*. Each Officers' Certificate or Opinion of Counsel with respect to compliance with a covenant or condition (except for such Officers' Certificate required to be delivered pursuant to Section 4.05 hereof) provided for in this Indenture will include:

(a) a statement that each Person making such Officers' Certificate or Opinion of Counsel has read such covenant or condition;

(b) a brief statement as to the nature and scope of the examination or investigation upon which the statements, judgments or opinions contained in such Officers' Certificate or Opinion of Counsel are based;

(c) a statement that, in the judgment or opinion of each such Person, he has made such examination or investigation as is necessary to enable such Person to express an informed judgment or opinion as to whether or not such covenant or condition has been complied with; and

(d) a statement that, in the judgment or opinion of such Person, such covenant or condition has been complied with.

Section 14.04. *Separability Clause*. In case any provision in this Indenture or in the Notes will be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.

Section 14.05. *Rules by Trustee*. The Trustee may make reasonable rules for action by, or a meeting of, Holders.

Section 14.06. *Governing Law and Waiver of Jury Trial*. THIS INDENTURE AND EACH NOTE AND NOTE GUARANTEE WILL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK. EACH OF THE COMPANY, THE GUARANTORS, THE TRUSTEE, THE REGISTRAR, THE PAYING AGENT, THE CONVERSION AGENT AND THE COLLATERAL AGENT HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS INDENTURE, THE NOTES, THE NOTE GUARANTEES OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 14.07. *Force Majeure*. The Trustee, Registrar, Paying Agent and Conversion Agent will not incur any liability for not performing any act or fulfilling any duty, obligation or responsibility hereunder by reason of any occurrence beyond the control of such Person (including, but not limited to, any act or provision of any present or future law or regulation or governmental authority, any act of God or war, epidemic or pandemics, civil unrest, local or national disturbance or disaster, any act of terrorism, or the unavailability of the Federal Reserve Bank wire or facsimile or other wire or communication facility).

Section 14.08. *Submission to Jurisdiction*. Each of the Company, Guarantors, Trustee, Registrar, Paying Agent, Conversion Agent and Collateral Agent: (a) agrees that any suit, action or proceeding against it arising out of or relating to this Indenture, the Notes or the Note Guarantees, as the case may be, may be instituted in any U.S. federal court with applicable subject matter jurisdiction sitting in The City of New York; (b) waives, to the fullest extent permitted by applicable law, any objection which it may now or hereafter have to the laying of venue of any such suit, action or proceeding, and any claim that any suit, action or proceeding in such a court has been brought in an inconvenient forum; and (c) submits to the nonexclusive jurisdiction of such courts in

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any suit, action or proceeding. Each of the Company and the Guarantors hereby irrevocably appoints Corporation Service Company located at 1180 Avenue of the Americas, Suite 210, New York, NY 10036, as its authorized agent in the State of New York upon which process may be served in any such suit or proceedings, and agrees that service of process upon such agent shall be deemed in every respect effective service of process upon the Company and/or the Guarantors in any such suit or proceeding. Each of the Company and the Guarantors further agrees to take any and all action as may be necessary to maintain such designation and appointment of such agent in full force and effect for the term of this Indenture. Nothing in this Indenture shall in any way be deemed to limit the ability to serve any such writs, process or summonses in any other manner permitted by applicable law.

Section 14.09. *Legal Holidays*. If the Maturity Date or any Interest Payment Date, Change of Control Repurchase Date, date upon which any Notes are to be repurchased pursuant to a Redemption Date or Conversion Date is not a Business Day, then any action to be taken on such date need not be taken on such date, but may be taken on the immediately following Business Day with the same force and effect as if taken on such date, and no interest will accrue for the intervening period.

Section 14.10. *Benefits of Indenture*. Except as provided in Section 13.11, nothing in this Indenture or in the Notes or the Note Guarantees, expressed or implied, will give to any Person, other than the parties hereto, any Paying Agent, Conversion Agent, Registrar, and their successors hereunder, and the Holders any benefit or any legal or equitable right, remedy or claim under this Indenture.

Section 14.11. *U.S.A. Patriot Act*. The parties hereto acknowledge that in accordance with Section 326 of the U.S.A. Patriot Act, the Trustee, like all financial institutions, in order to help fight the funding of terrorism and money laundering, is required to obtain, verify and record information that identifies each person or legal entity that establishes a relationship or opens an account with the Trustee. The parties to this Indenture agree that they will provide the Trustee with such information as it may request in order for the Trustee to satisfy the requirements of the U.S.A. Patriot Act.

Section 14.12. *Tax Withholding*. Nothing herein shall preclude any tax withholding required by law or regulation. In addition, if the Company or other applicable withholding agent pays withholding taxes on behalf of a Holder or beneficial owner of a Note as a result of an adjustment to the Conversion Rate, the Company or other applicable withholding agent may, at its option, set off such payments against payments of cash and shares of Common Stock on the Note.

Section 14.13. *Tax Matters*.

(a) The Company has entered into this Indenture, and the Notes will be issued, with the intention that, for all tax purposes, the Notes will qualify as indebtedness. The Company, by entering into this Indenture, and each Holder and beneficial owner of Notes, agree to treat the Notes as indebtedness for all tax purposes.

(b) The Company shall not be obligated to pay any additional amounts to the Holders or beneficial holder of the Notes as a result of any withholding or deduction for, or on account of, any present or future taxes of whatever nature.

Section 14.14. *Tax Information*.

(a) In order to comply with applicable tax laws (inclusive of rules, regulations and interpretations promulgated by competent authorities) related to this Indenture in effect from time to time ("**Applicable Law**") that a foreign financial institution, issuer, trustee, paying agent or other party is or has agreed to be subject to, the Company agrees (i) to provide to the Trustee and the Paying Agent sufficient information about the parties and/or transactions (including any modification to the terms of such transactions) so the Trustee and the Paying Agent can determine whether it has tax related obligations under Applicable Law, provided such information is readily available to the Company, and (ii) that the Trustee and the Paying Agent shall be entitled to make any withholding or deduction from payments to the extent necessary to comply with Applicable Law for which the Trustee and the Paying Agent shall not have the liability. The terms of this Section shall survive the termination of this Indenture.

Section 14.15. *Intercreditor Agreement Legend*. The Company, the Collateral Agent, and the Secured Parties each agree that each Security Document relating the Collateral shall include the following language (or language to a similar effect approved by the Collateral Agent):

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"Notwithstanding anything herein to the contrary, the liens and security interests granted to the Collateral Agent pursuant to this Indenture in the Collateral and the exercise of any right or remedy by the Collateral Agent hereunder against the Collateral are subject to the provisions of the Intercreditor Agreement dated as of *December 7, 2021,* among the Company, the other Grantors, the Collateral Agent, GGG Partners, LLC, as Credit Agreement Collateral Agent, the StarBuds Seller Secured Parties party thereto, AND Naser Joudeh, as Collateral Agent for the StarBuds Seller Secured Parties (as amended, restated, supplemented, substituted, replaced or otherwise modified from time to time). In the event of any conflict between the terms of this Indenture and the Intercreditor Agreement with respect to the Collateral, the terms of the Intercreditor Agreement shall govern and control."

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Indenture to be duly executed as a deed the day and year first before written.

MEDICINE MAN TECHNOLOGIES, INC., as Company

By: /s/ Justin Dye
Name: Justin Dye
Title: Chief Executive Officer

DOUBLE BROW, LLC, as Guarantor

By: Schwazze Colorado LLC, its Sole Member
By: Medicine Man Technologies, Inc., its Manager

By: /s/ Justin Dye
Name: Justin Dye
Title: Chief Executive Officer

MISSION HOLDING, LLC, as Guarantor

By: Schwazze Colorado LLC, its Sole Member
By: Medicine Man Technologies, Inc., its Manager

By: /s/ Justin Dye
Name: Justin Dye
Title: Chief Executive Officer

SCG HOLDING, LLC, as Guarantor

By: Medicine Man Technologies, Inc., its Sole Member

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By: /s/ Justin Dye
Name: Justin Dye
Title: Chief Executive Officer

[*Signature Page to Indenture*]

SCHWAZZE COLORADO LLC, as Guarantor

By: Medicine Man Technologies, Inc., its
Manager

By: /s/ Justin Dye
Name: Justin Dye
Title: Chief Executive Officer

SCHWAZZE BIOSCIENCES, LLC, as Guarantor

By: Schwazze Colorado LLC, its Sole Member
By**:** Medicine Man Technologies, Inc., its
Manager

By: /s/ Justin Dye
Name: Justin Dye
Title: Chief Executive Officer

SBUD LLC, as Guarantor

By: Schwazze Colorado LLC, its Manager
By: Medicine Man Technologies, Inc., its
Manager

By: /s/ Justin Dye
Name: Justin Dye
Title: Chief Executive Officer

MEDICINE MAN CONSULTING, INC., as Guarantor

By: /s/ Justin Dye
Name: Justin Dye
Title: Director

TWO J'S LLC, as Guarantor

By: Medicine Man Technologies, Inc., its
Sole Member

By: /s/ Justin Dye
Name: Justin Dye
Title: Chief Executive Officer

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MESA ORGANICS LTD., as Guarantor

By: Medicine Man Technologies, Inc., its
Manager

By: /s/ Justin Dye
Name: Justin Dye
Title: Chief Executive Officer

MESA ORGANICS II LTD, as Guarantor

By: Medicine Man Technologies, Inc., its
Manager

By: /s/Justin Dye
Name: Justin Dye
Title: Chief Executive Officer

MESA ORGANICS III LTD, as Guarantor

By: Medicine Man Technologies, Inc., its
Manager

By: /s/ Justin Dye
Name: Justin Dye
Title: Chief Executive Officer

MESA ORGANICS IV LTD, as Guarantor

By: Medicine Man Technologies, Inc., its
Manager

By: /s/ JustinDye
Name: Justin Dye
Title: Chief Executive Officer

PBS HOLDCO LLC, as Guarantor

By: Medicine Man Technologies, Inc., its
Manager

By: /s/ Justin Dye
Name: Justin Dye
Title: Chief Executive Officer

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SCHWAZZE IP HOLDCO LLC, as Guarantor

By: Medicine Man Technologies, Inc., its
Manager

By: /s/ Justin Dye
Name: Justin Dye
Title: Chief Executive Officer

MIH MANAGER LLC, as Guarantor

By: Medicine Man Technologies, Inc., its
Manager

By: /s/ Justin Dye
Name: Justin Dye
Title: Chief Executive Officer

EMERALD FIELDS MERGER SUB, LLC, as Guarantor

By: Schwazze Colorado LLC, its Sole Member
By: Medicine Man Technologies, Inc., its
Manager

By: /s/ Justin Dye
Name: Justin Dye
Title: Chief Executive Officer

NUEVO HOLDING, LLC, as Guarantor

By: Schwazze New Mexico, LLC, its Manager
By: Medicine Man Technologies, Inc., its
Manager

By: /s/ Justin Dye
Name: Justin Dye
Title: Chief Executive Officer

NUEVO ELEMENTAL HOLDING, LLC, as Guarantor

By: Schwazze New Mexico, LLC, its Manager
By: Medicine Man Technologies, Inc., its
Manager

By: /s/ Justin Dye
Name: Justin Dye
Title: Chief Executive Officer

[*Signature Page to Indenture*]

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SCHWAZZE NEW MEXICO, LLC, as Guarantor

By: Medicine Man Technologies, Inc., its
Manager

By: /s/ Justin Dye
Name: Justin Dye
Title: Chief Executive Officer

ANKURA TRUST COMPANY, LLC, as Trustee,
Registrar, Paying Agent, and Conversion Agent

By: /s/Lisa Price
Name: Lisa Price
Title: Managing Director

CHICAGO ATLANTIC ADMIN, LLC, as Collateral Agent

By: /s/ Peter Sack
Name: Peter Sack
Title: Managing Director & Co-President

[*Signature Page to Indenture*]

Schedule 4.14

Existing Debt

1. Altmore Loan Agreement (as defined in Schedule 4.15).
2. Altmore Securitty Agreement (as defined in Schedule 4.15).
3. Star Buds Group Security Agreements (as defined in Schedule 4.15).
4. The $17,000,000 promissory note to be issued by Nuevo Holding, LLC and Nuevo Elemental Holding, LLC and the "earnout" additional purchase price payment(s) required by Section 2.3 of the Nuevo Purchase Agreement (as defined in Schedule 4.17).
5. The "earnout" and deferred purchase price payment(s) required by the Star Buds Group Asset Purchase Agreements (as defined in Schedule 4.15).
6. Parent Guaranty, dated February 26, 2021, by and between Medicine Man Technologies, Inc. and GGG Partners, LLC.
7. Intercompany Subordination Agreement, dated February 26, 2021, by and among by and among Mesa Organics LTD, Mesa Organics II LTD, Mesa Organics III LTD, Mesa Organics IV LTD, SCG Holding, LLC, PBS Holdco LLC and GGG Partners, LLC.
8. Intellectual Property Security Agreement, dated February 26, 2021, by and among by and among Mesa Organics LTD., Mesa Organics I LTD, Mesa Organics II LTD, Mesa Organics III LTD, Mesa Organics IV LTD, SCG Holding, LLC, PBS Holdco LLC, and GGG Partners.
9. Promissory Note, dated February 26, 2021, by and among by and among Mesa Organics LTD, Mesa Organics II LTD, Mesa Organics III LTD, Mesa Organics IV LTD, SCG Holding, LLC, PBS Holdco LLC and SHWZ Altmore, LLC.
10. The "earnout" additional purchase price payment(s) required by Section 2.2 of the Asset Purchase Agreement, dated May 27, 2021, among (i) Medicine Man Technologies, Inc., (ii) SCG Holding, LLC, (iii) SCG Services, LLC, and (iv) the members of SCG Services, LLC.

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11. The additional purchase price payment(s) required by Sections 2.2 and 2.3 of the Asset Purchase Agreement, dated June 25, 2021, among (i) Medicine Man Technologies, Inc., (ii) Double Brow, LLC, (ii) BG3 Investments, LLC, (iii) Black Box Licensing, LLC, and (iv) Brian Searchinger.

12. The "earnout" additional purchase price payment(s) required by the Asset Purchase Agreement, dated November 15, 2021, among (i) Double Brow, LLC, (ii) Medicine Man Technologies, Inc., (iii) Smoking Gun, LLC ("Smoking Gun Seller"); (iv) Smoking Gun Land Company, LLC ("SG Land") and (v) the members of Smoking Gun Seller and SG Land.

13. The escrowed portion of the purchase price required by Sections 2.09 and 2.11 of the Agreement and Plan of Merger, dated November 15, 2021, among (i) Medicine Man Technologies, Inc., (ii) Emerald Fields Merger Sub, LLC, (iii) MCG, LLC and other parties.

14. The lease payments required by Article 4 of the Lease, dated November 30, 2021, between SHWZ 2nd Ave LLC and Schwazze Colorado LLC, including the obligations of the Company included in the Lease Guaranty, dated November 30, 2021, by Medicine Man Technologies, Inc. for the benefit of SHWZ 2nd Ave LLC and any debt incurred by the Company in connection with the Tenant Improvements and Escrow Holdback Agreement, dated November 30, 2021, among SHWZ 2nd Ave LLC, Schwazze Colorado LLC, and Stewart Title, pursuant to which the Company is entitled to reimbursement of up to $500,000 to offset costs paid for improvements to the Premises (as defined in the Lease).

Schedule 4.15

Existing Liens

1. Pursuant to (i) the Loan Agreement, dated February 26, 2021 (as amended, the "**Altmore Loan Agreement**"), by and among Mesa Organics Ltd, Mesa Organics II Ltd, Mesa Organics III Ltd, Mesa Organics IV Ltd, SCG Holding, LLC, PBS Holdco LLC, SHWZ Altmore, LLC, as lender, and GGG Partners, LLC, as collateral agent, and (ii) the Security Agreement, dated February 26, 2021 (the "**Altmore Security Agreement**"), by and among Mesa Organics Ltd, Mesa Organics II Ltd, Mesa Organics III Ltd, Mesa Organics IV Ltd, SCG Holding, LLC and PBS Holdco LLC as grantors, pledgors, assignors and debtors in favor of GGG Partners, LLC, as collateral agent under the Loan Agreement, each of the Subsidiaries party thereto have granted a security interest in substantially all its assets and the following financing statements have been filed against the Subsidiaries party thereto:

- Financing Statement No. 20212018984, filed on February 26, 2021, in favor of GGG Partners, LLC as collateral agent, against Mesa Organics Ltd., as amended by Financing Statement, No. 20212101952, filed on October 18, 2021.
- Financing Statement No. 20212018980, filed on February 26, 2021, in favor of GGG Partners, LLC as collateral agent, against Mesa Organics II Ltd, as amended by Financing Statement, No. 20212101955, filed on October 18, 2021.
- Financing Statement No. 20212018972, filed on February 26, 2021, in favor of GGG Partners, LLC as collateral agent, against Mesa Organics III Ltd, as amended by Financing Statement, No. 20212018972, filed on October 18.
- Financing Statement No. 20212018974, filed on February 26, 2021, in favor of GGG Partners, LLC as collateral agent, against Mesa Organics IV LtdD, as amended by Financing Statement, No. 20212018974, filed on October 18, 2021.
- Financing Statement No. 20212018960, filed on February 26, 2021, in favor of GGG Partners, LLC as collateral agent, against SCG Holding, LLC, as amended by Financing Statement, No. 20212018960, filed on October 18, 2021.
- Financing Statement No. 20212018986, filed on February 26, 2021, in favor of GGG Partners, LLC as collateral agent, against PBS Holdco LLC, as amended by Financing Statement, No. 20212018986, filed on October 18, 2021.
- Financing Statement, No. 2020113904, filed on July 6,2020, in favor of Eplus Technology, Inc., against Medicine Man Technologies, Inc.

2. Liens with respect to the "earnout" additional purchase price payment(s) required by the thirteen Asset Purchase Agreements, each dated as of June 5, 2020, among, on the one hand, SBUD LLC and Medicine Man Technologies, Inc., and, on the other hand, one or more of Colorado Health Consultants LLC, Starbuds Aurora LLC, SB Arapahoe LLC, Starbuds Commerce City, Starbuds Pueblo LLC, Starbuds Alameda LLC, Citi-Med LLC, Starbuds Louisville LLC, KEW LLC, Starbuds Louisville LLC, Lucky Ticket LLC, Starbuds Niwot LLC, LM MJC LLC, Mountain View 44th LLC, and each equityholder party thereto, as amended by Omnibus Amendment No. 1, dated as of September 15, 2020, as further amended by Omnibus Amendment No. 2 , dated as of December 17, 2020, (collectively, the "**Star Buds Group Asset Purchase Agreements**"), and the Security Agreements listed below (as may be amended, supplemented, substituted, continued, or otherwise modified from time to time), each of Medicine Man Technologies,

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Inc. and SBUD LLC, have granted a security interest in substantially all of its assets (collectively, the "**Star Buds Group Security Agreements**"):

- Security Agreement, dated February 4, 2021, by and among SBUD LLC, Medicine Man Technologies, Inc., and Colorado Health Consultants, LLC, as the secured party.
- Security Agreement, dated March 2, 2021, by and among SBUD LLC, Medicine Man Technologies, Inc., and Starbuds Aurora LLC, as the secured party.
- Security Agreement, dated March 2, 2021, by and among SBUD LLC, Medicine Man Technologies, Inc., and SB Arapahoe LLC, as the secured party.
- Security Agreement, dated December 18, 2020, by and among SBUD LLC, Medicine Man Technologies, Inc., and Starbuds Commerce City, as the secured party.
- Security Agreement, dated December 17, 2020, by and among SBUD LLC, Medicine Man Technologies, Inc., and Starbuds Pueblo LLC, as the secured party.
- Security Agreement, dated December 17, 2020, by and among SBUD LLC, Medicine Man Technologies, Inc., and Starbuds Alameda LLC, as the secured party.
- Security Agreement, dated March 2, 2021, by and among SBUD LLC, Medicine Man Technologies, Inc., and Citi-Med LLC, as the secured party.
- Security Agreement, dated March 2, 2021, by and among SBUD LLC, Medicine Man Technologies, Inc., and Starbuds Louisville LLC, as the secured party.
- Security Agreement, dated March 2, 2021, by and among SBUD LLC, Medicine Man Technologies, Inc., and KEW LLC, as the secured party.
- Security Agreement, dated December 18, 2020, by and among SBUD LLC, Medicine Man Technologies, Inc., and Lucky Ticket LLC, as the secured party.
- Security Agreement, dated December 18, 2020, by and among SBUD LLC, Medicine Man Technologies, Inc., and Starbuds Niwot LLC, as the secured party.
- Security Agreement, dated December 18, 2020, by and among SBUD LLC, Medicine Man Technologies, Inc., and LM MJC LLC, as the secured party.
- Security Agreement, dated February 4, 2021, by and among SBUD LLC, Medicine Man Technologies, Inc., and Mountain View 44th LLC, as the secured party.

Schedule 4.17

Existing Investments

1. Star Buds Group Security Agreements.
2. The Company owns shares of Common Stock in Canada House Wellness Group Inc.
3. The Company is the beneficial owner of 100% of the equity interest in its subsidiaries.
4. The Company is obligated to pay $215,000, payable in equal monthly installments for 18 months commencing 30 days from the date of taking possession of the Equipment pursuant to the Purchase and Sale Agreement, dated January 29, 2021, between Medicine Man Technologies, Inc. and Colorado Cannabis Company LLC.
5. The Company is obligated to pay $42,000,000, payable $25,000,000 in cash and $17,000,000 in the form of a promissory note, upon the purchase of certain assets of Reynold Greenleaf & Associates, LLC and the equity interest in Elemental Kitchen and Labs, LLC pursuant to the Purchase Agreement, dated November 29, 2021, among (i) Medicine Man Technologies, Inc., (ii) Nuevo Holding, LLC, (iii) Nuevo Elemental Holding, LLC, (iv) Reynold Greenleaf & Associates, LLC, (v) William N. Ford in his individual capacity and as Representative (as defined therein), (vi) Elemental Kitchen and Labs, LLC, and (vii) the equityholders named therein (the "Nuevo Purchase Agreement").

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EXHIBIT A

Form of Note

[INCLUDE FOLLOWING LEGEND IF A GLOBAL NOTE]

[UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), TO MEDICINE MAN TECHNOLOGIES, INC. (THE "COMPANY") OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT HEREUNDER IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.]

[INCLUDE FOLLOWING LEGEND IF A RESTRICTED NOTE]

NEITHER THE ISSUANCE AND SALE OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE NOR THE SECURITIES INTO WHICH THESE SECURITIES ARE CONVERTIBLE HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED (I) IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR (B) AN OPINION OF COUNSEL TO THE HOLDER (IF REQUESTED BY MEDICINE MAN TECHNOLOGIES, INC. (THE "COMPANY")), IN A FORM REASONABLY ACCEPTABLE TO THE COMPANY, THAT REGISTRATION IS NOT REQUIRED UNDER SAID ACT OR (II) UNLESS SOLD OR ELIGIBLE TO BE SOLD PURSUANT TO RULE 144 OR RULE 144A UNDER SAID ACT. NOTWITHSTANDING THE FOREGOING, THE SECURITIES MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT WITH A FINRA REGISTERED BROKER/DEALER OR OTHER LOAN OR FINANCING ARRANGEMENT SECURED BY THE SECURITIES.

THE SECURITIES INTO WHICH THESE SECURITIES ARE CONVERTIBLE ARE SUBJECT TO THE TERMS AND PROVISIONS OF (A) THE ARTICLES OF INCORPORATION OF THE COMPANY, AS AMENDED FROM TIME TO TIME, INCLUDING, WITHOUT LIMITATION, THE CERTIFICATES OF DESIGNATION RELATING TO ALL SERIES OF PREFERRED STOCK, AND THE RELATIVE RIGHTS, PREFERENCES, RESTRICTIONS, DESIGNATIONS, QUALIFICATIONS AND PRIVILEGES SET FORTH THEREIN AND IMPOSED THEREON AND UPON THE HOLDERS THEREOF, AND (B) THE BYLAWS OF THE COMPANY, AS AMENDED FROM TIME TO TIME, TO ALL OF WHICH TERMS AND PROVISIONS THE HOLDER OF THIS CERTIFICATE, BY ACCEPTANCE HEREOF, ASSENTS.

COPIES OF SUCH DOCUMENTS ARE ON FILE AT THE PRINCIPAL OFFICE OF THE COMPANY AND ARE MADE A PART HEREOF AS THOUGH FULLY SET FORTH ON THIS CERTIFICATE.

[INCLUDE FOLLOWING LEGEND IF NOTE WITH ORIGINAL ISSUE DISCOUNT]

THIS NOTE HAS BEEN ISSUED WITH ORIGINAL ISSUE DISCOUNT ("OID"). PURSUANT TO TREASURY REGULATION §1.1275-3(b)(1), NANCY HUBER, A REPRESENTATIVE OF THE COMPANY HEREOF WILL, BEGINNING TEN DAYS AFTER THE ISSUANCE DATE OF THIS NOTE, PROMPTLY MAKE AVAILABLE TO THE HOLDER UPON REQUEST THE INFORMATION DESCRIBED IN TREASURY REGULATION §1.1275-3(b)(1)(i). NANCY HUBER MAY BE REACHED AT TELEPHONE NUMBER (303) 371-0387.

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Medicine Man Technologies, Inc.

13% Senior Secured Convertible Note Due 2026

No. [_____] [Initially][1] $[_____]

Medicine Man Technologies, Inc., a Nevada corporation (the "Company"), for value received hereby promises to pay to [CEDE & CO.][2] [_____][3] the principal sum of $[_____]. This 13% Senior Secured Convertible Note due 2026 (this "Note") is one of a series of Notes (the "Notes") issued pursuant to the Indenture (the "Indenture") dated as of December [●], 2021 among the Company, the Guarantors party thereto, Ankura Trust Company, LLC, as trustee, registrar, paying agent, and conversion agent (the "Trustee"), and Chicago Atlantic Admin, LLC, as collateral agent (the "Collateral Agent"). The Notes will mature on December [●], 2026, unless earlier repurchased, redeemed or converted.

This Note shall bear interest at the rate of 13% per year from the most recent date to which interest has been paid or provided for, or, if no interest has been paid or duly provided for, from the date of issuance provided in the certificate representing this Note until the date the principal amount is paid or deemed paid or the Conversion Settlement Date, as the case may be, and in each case subject to the terms and conditions of the Indenture. Accrued interest on this Note shall be computed on the basis of a 360-day year composed of twelve 30-day months and, for partial months, on the basis of the number of days actually elapsed in a 30-day month. Interest is payable quarterly in arrears on each March 31, June 30, September 30, and December 31, commencing on March 31, 2022, to the registered Holder of this Note as of the Close of Business on the March 15, June 15, September 15, or December 15 as the case may be, immediately preceding the applicable Interest Payment Date whether or not a Business Day. Interest shall be payable in cash for an amount equal to the amount payable on the applicable Interest Payment Date as if this Note were subject to an annual interest rate of 9%, with the remainder of the accrued interest payable as an increase to the principal amount of this Note. Additional Interest will be payable as set forth in Section 4.04 of the within-mentioned Indenture, and any reference to interest on, or in respect of, this Note therein shall be deemed to include Additional Interest if, in such context, Additional Interest is, was or would be payable pursuant to Section 4.04, and any express mention of the payment of Additional Interest in any provision therein shall not be construed as excluding Additional Interest in those provisions thereof where such express mention is not made.

Any Defaulted Amounts shall accrue interest at a rate equal to 15% per annum, from, and including, the relevant payment date to, but excluding, the date on which such Defaulted Amounts shall have been paid by the Company, at its election, in accordance with Section 2.04(d) of the Indenture.

[1] To be included if a Global Note.

[2] To be included if a Global Note.

[3] Insert name of holder of Definitive Note

The Company shall pay the principal, premium, if any, and interest on this Note, if and so long as such Note is a Global Note, in immediately available funds in lawful money of the United States at the time [to the Depositary or its nominee, as the case may be, as the registered] [4] Holder of such Note. As provided in and subject to the provisions of the Indenture, the Company shall pay the principal, premium, if any, and interest on Note (if it is not a Global Note) at the office or agency designated by the Company for that purpose. The Company has initially designated the Trustee as its Paying Agent, Conversion Agent, and Registrar in respect of the Notes and its Corporate Trust Office in the contiguous United States of America, as a place where Notes may be presented for payment or for registration of transfer and exchange. Payment of the cash portion of interest due, on an Interest Payment Date and on the Maturity Date, on any Definitive Note shall be made to the applicable Holder of such Note by wire transfer to an account of such Holder within the United States as notified to the Trustee and Registrar by such Holder.

Reference is made to the further provisions of this Note set forth on the reverse hereof, including, without limitation, provisions giving the Holder of this Note the right to convert this Note into shares of Common Stock on the terms and subject to the limitations set forth in the Indenture. Such further provisions shall for all purposes have the same effect as though fully set forth at this place. Each Holder will have the right to require the Company to repurchase such Holder's Notes (or any portion thereof in an authorized denomination) for cash in the manner, and subject to the terms, set forth in Section 3.01 and Section 3.02 of the Indenture. The Company

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will have the right to redeem this Note for cash in the manner, and subject to the terms, set forth in Section 10.11 and Section 11.01 of the Indenture.

The Company's obligations under the Notes and the Indenture are unconditionally guaranteed by the Guarantors pursuant to the terms of the Indenture and the Note Guarantees. The Notes and the Note Guarantees are secured by security interests in the Collateral pursuant to the terms of the Indenture and the Security Documents.

This Note, and any claim, controversy or dispute arising under or related to this Note, shall be construed in accordance with and governed by the laws of the State of New York.

In the case of any conflict between this Note and the Indenture, the provisions of the Indenture shall control and govern.

This Note shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed manually by the Trustee or a duly authorized authenticating agent under the Indenture.

[*Remainder of page intentionally left blank*]

[4] To be included if a Global Note.

IN WITNESS WHEREOF, the Company has caused this Note to be duly executed.

MEDICINE MAN TECHNOLOGIES, INC., as Company

By:_____
Name: Justin Dye
Title: Chief Executive Officer

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

ANKURA TRUST COMPANY, LLC, as Trustee, certifies that this is one of the Notes described in the within-named Indenture.

By:_____
Lisa Price, Managing Director

Dated: _____

SCHEDULE I TO FORM OF NOTE

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Form of Conversion Notice

To: Medicine Man Technologies, Inc.

To: Ankura Trust Company, LLC, as Trustee and Conversion Agent
140 Sherman Street, Fourth Floor
Fairfield, CT 06824
Attention: Administrator – Medicine Man Technologies

The undersigned registered owner of this Note hereby exercises the option to convert this Note, or the portion hereof (that is $1.00 principal amount or a multiple thereof) below designated, into shares of Common Stock in accordance with the terms of the Indenture referred to in this Note, and directs that any shares of Common Stock issuable and deliverable upon such conversion, together with any cash (in lieu of any fractional shares of Common Stock or, if applicable, Reference Property), and any Notes representing any unconverted principal amount hereof, be issued and delivered to the registered Holder hereof unless a different name has been indicated below. If any shares of Common Stock or any portion of this Note not converted are to be issued in the name of a Person other than the undersigned, the undersigned will pay all documentary, stamp or similar issue or transfer taxes, if any, in accordance with Section 10.01(d) of the Indenture. Any amount required to be paid to the undersigned on account of interest accompanies this Note. Capitalized terms used herein but not defined shall have the meanings ascribed to such terms in the Indenture.

Date: _____

_____

Signature(s)

_____
Signature Guarantee

Signature(s) must be guaranteed by an eligible Guarantor Institution (banks, stock brokers, savings and loan associations and credit unions) with membership in an approved signature guarantee medallion program pursuant to Securities and Exchange Commission Rule 17Ad-15 if shares of Common Stock are to be issued, or Notes are to be delivered, other than to and in the name of the registered holder.

Fill in for registration of shares if to be issued, and Notes if to be delivered, other than to and in the name of the registered holder:

_____

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_____
(Name)

_____
(Street Address)

_____
(City, State and Zip Code)
Please print name and address

Principal amount to be converted (if less than all):

$_____.00

NOTICE: The above signature(s) of the Holder(s) hereof must correspond with the name as written upon the face of the Note in every particular without alteration or enlargement or any change whatsoever.

_____
Social Security or Other Taxpayer
Identification Number

Form of Option of Holder to Elect Purchase

To: Medicine Man Technologies, Inc.

To: Ankura Trust Company, LLC, as Trustee
140 Sherman Street, Fourth Floor
Fairfield, CT 06824
Attention: Administrator – Medicine Man Technologies

The undersigned registered holder of this Note hereby acknowledges receipt from Medicine Man Technologies, Inc. (the "Company") of the Change of Control Notice and/or the Four Year Company Notice with respect to the Company and specifying the Change of Control Repurchase Date and/or the Four Year Repurchase Date and requests and instructs the Company to pay to the registered holder hereof in accordance with Section 3.01 and/or Section 3.02 of the Indenture referred to in this Note, as applicable, (1) the entire principal amount of this Note, or the portion thereof (that is $1.00 principal amount or a multiple thereof) below designated, and (2) if such Change of Control Repurchase Date or Four Year Repurchase Date does not fall during the period after a Regular Record Date and on or prior to the corresponding Interest Payment Date, accrued and unpaid interest, if any, thereon to, but excluding, such Change of Control Repurchase Date or Four Year Repurchase Date, as applicable. Capitalized terms used herein but not defined shall have the meanings ascribed to such terms in the Indenture.

In the case of Definitive Notes, the certificate numbers of the Notes to be repurchased are as set forth below:

Dated: _____

_____
Signature(s)

_____
Social Security or Other Taxpayer Identification Number

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Principal amount to be purchased (if less than all):
$_____.00

Certificate No.:_____

NOTICE: The above signature(s) of the Holder(s) hereof must correspond with the name as written upon the face of the Note in every particular without alteration or enlargement or any change whatsoever.

SCHEDULE II TO FORM OF NOTE[5]

Schedule of Increases and Decreases of Global Note

Medicine Man Technologies, Inc.

13% Senior Secured Convertible Notes due 2026

The initial principal amount of this Global Note is $[ ]. The following increases or decreases in this Global Note have been made:

Date of Increase or Decrease	Amount of decrease in principal amount of this Global Note	Amount of increase in principal amount of this Global Note	Principal amount of this Global Note following such decrease or increase	Signature of authorized signatory of Trustee or Custodian

[5] To be included if a Global Note

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EXHIBIT B

Form of Note Guarantee

Each Guarantor listed below (hereinafter referred to as the "Guarantors" which term includes any successors or assigns under the Indenture, dated the date hereof, among the Guarantors, Medicine Man Technologies, Inc. (the "Company"), Ankura Trust Company, LLC, as trustee, registrar, paying agent, and conversion agent, and Chicago Atlantic Admin, LLC, as collateral agent (the "Indenture")), unconditionally and irrevocably guarantees, as primary obligor and not merely as surety, jointly and severally with each other Guarantor and each other guarantor party to the Indenture, the obligations of the Company pursuant to the Indenture, which include without limitation: (i) prompt payment in full of the principal, premium, if any, and interest on, the Notes when due, whether at maturity, by acceleration, redemption or otherwise, and interest on the overdue principal of and interest on the Notes, if any, if lawful, and prompt performance when due of all other obligations of the Company to the Holders, the Collateral Agent or the Trustee pursuant to the terms and conditions of the Indenture, and (ii) in case of any extension of time of payment or renewal of any Notes or any of such other obligations, such payment will be promptly paid in full when due or performed in accordance with the terms of the extension or renewal, whether at maturity, by acceleration, redemption, or otherwise, subject, however, in the case of clauses (i) and (ii) above, to the limitations set forth in Article 12 of the Indenture. This guarantee is a guarantee of payment and not a guarantee of collection.

The obligations of each Guarantor to the Holders of the Notes, to the Trustee and to the Collateral Agent pursuant to this Guarantee and the Indenture are expressly set forth in the Indenture, including but not limited to Article 12 thereof, and reference is hereby made to such Indenture for the precise terms of this Guarantee.

No past, present or future director, officer, employee, incorporator, stockholder or agent (direct or indirect) of any Guarantor (or any such successor entity), as such, shall have any liability for any obligations of such Guarantor under this Guarantee or the Indenture or for any claim based on, in respect of, or by reason of, such obligations or their creation.

Each Guarantor hereby waives diligence, presentment, demand of payment, filing of claims with a court in the event of merger or bankruptcy of the Company, any right to require a proceeding first against the Company, the benefit of discussion, protest or notice with respect to the Notes and all demands whatsoever.

This is a continuing Guarantee and shall remain in full force and effect and shall be binding upon each Guarantor and its successors and assigns until full and final payment of all of the Company's obligations under the Notes and Indenture or until legally discharged in accordance with the Indenture and shall inure to the benefit of the successors and assigns of the Trustee, the Collateral Agent and the Holders of the Notes, and, in the event of any transfer or assignment of rights by any Holder of the Notes, the Trustee or the Collateral Agent, the rights and privileges herein conferred upon that party shall automatically extend to and be vested in such transferee or assignee, all subject to the terms and conditions hereof. This is a Guarantee of payment and performance and not of collectability.

This Guarantee shall not be valid or obligatory for any purpose until the certificate of authentication on the Note upon which this Guarantee is noted shall have been signed, in the name and on behalf of the Trustee under the Indenture, manually or by facsimile or other electronic imaging means by one of the authorized officers of the Trustee under the Indenture.

The obligations of each Guarantor under this Guarantee shall be limited to the extent provided in Section 12.02 of the Indenture to insure that it does not constitute a fraudulent conveyance under applicable law.

THE TERMS OF ARTICLE 12 OF THE INDENTURE ARE INCORPORATED HEREIN BY REFERENCE.

Capitalized terms used herein have the same meanings given in the Indenture unless otherwise indicated.

[*Remainder of page intentionally left blank*]

IN WITNESS WHEREOF, each Guarantor has caused this instrument to be duly executed.

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Dated:_____

DOUBLE BROW, LLC
By: Schwazze Colorado LLC, its Sole Member
By: Medicine Man Technologies, Inc., its Manager

By:_____
Name: Justin Dye
Title: Chief Executive Officer

MISSION HOLDING, LLC
By: Schwazze Colorado LLC, its Sole Member
By: Medicine Man Technologies, Inc., its Manager
By:_____
Name: Justin Dye
Title: Chief Executive Officer

SCG HOLDING, LLC
By: Medicine Man Technologies, Inc., its Sole Member
By:_____
Name: Justin Dye
Title: Chief Executive Officer

SCHWAZZE COLORADO LLC
By: Medicine Man Technologies, Inc., its Manager
By:_____
Name: Justin Dye
Title: Chief Executive Officer

[*Signature Page to Note Guarantee*]

SCHWAZZE BIOSCIENCES, LLC

By: Schwazze Colorado LLC, its Sole Member
By: Medicine Man Technologies, Inc., its Manager

By:_____
Name: Justin Dye
Title: Chief Executive Officer

SBUD LLC
By: Schwazze Colorado LLC, its Manager
By: Medicine Man Technologies, Inc., its Manager

By:_____
Name: Justin Dye
Title: Chief Executive Officer

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MEDICINE MAN CONSULTING, INC.

By:_____
Name: Justin Dye
Title: President

TWO J'S LLC
By: Medicine Man Technologies, Inc., its Sole Member

By:_____
Name: Justin Dye
Title: Chief Executive Officer

MESA ORGANICS LTD.
By: Medicine Man Technologies, Inc., its Manager

By:_____
Name: Justin Dye
Title: Chief Executive Officer

[*Signature Page to Note Guarantee*]

MESA ORGANICS II LTD
By: Medicine Man Technologies, Inc., its Manager

By:_____
Name: Justin Dye
Title: Chief Executive Officer

MESA ORGANICS III LTD
By: Medicine Man Technologies, Inc., its Manager

By:_____
Name: Justin Dye
Title: Chief Executive Officer

MESA ORGANICS IV LTD
By: Medicine Man Technologies, Inc., its Manager
By:_____
Name: Justin Dye

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Title: Chief Executive Officer

PBS HOLDCO LLC
By: Medicine Man Technologies, Inc., its Manager

By:_____
Name: Justin Dye
Title: Chief Executive Officer

SCHWAZZE IP HOLDCO LLC
By: Medicine Man Technologies, Inc., its Manager

By:_____
Name: Justin Dye
Title: Chief Executive Officer

[*Signature Page to Note Guarantee*]

MIH MANAGER LLC
By: Medicine Man Technologies, Inc., its Manager
By:_____
Name: Justin Dye
Title: Chief Executive Officer

EMERALD FIELDS MERGER SUB, LLC

By: Schwazze Colorado LLC, its Sole Member
By: Medicine Man Technologies, Inc., its Manager

By:_____
Name: Justin Dye
Title: Chief Executive Officer

NUEVO HOLDING, LLC
By: Schwazze New Mexico, LLC, its Manager
By: Medicine Man Technologies, Inc., its Manager

By:_____
Name: Justin Dye
Title: Chief Executive Officer

NUEVO ELEMENTAL HOLDING, LLC
By: Schwazze New Mexico, LLC, its Manager
By: Medicine Man Technologies, Inc., its Manager

By:_____
Name: Justin Dye

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Please Consider the Environment Before Printing This Document

Title: Chief Executive Officer

SCHWAZZE NEW MEXICO, LLC

By: Medicine Man Technologies, Inc., its
Manager

By:_____
Name: Justin Dye
Title: Chief Executive Officer

[*Signature Page to Note Guarantee*

EXHIBIT C

Transfer Certificate

To: Ankura Trust Company, LLC,
as Trustee, Transfer Agent, and Registrar
140 Sherman Street, 4th Floor
Fairfield, CT 06824
Attention: Administrator – Medicine Man Technologies

Re: Medicine Man Technologies, Inc.: 13% Senior Secured Convertible Notes due 2026 (Certificate No. [___])

This Certificate relates to $[___] principal amount of the 13% Senior Secured Convertible Notes due 2026 (the "Notes") held by [___] (the "Transferor") and issued pursuant to the Indenture, dated as of December [●], 2021, among Medicine Man Technologies, Inc., as issuer (the "Company"), the Guarantors party thereto, Ankura Trust Company, LLC, as Trustee, Registrar, Paying Agent, and Conversion Agent, and Chicago Atlantic Admin, LLC, as Collateral Agent (as amended, supplemented or otherwise modified from time to time, the "Indenture"). Capitalized terms used but not defined herein shall have the meanings given to them in the Indenture.

Transferor owns and proposes to transfer the Note[s] or interest in such Note[s] specified in **Annex A** hereto, in the principal amount of $_____ in such Note[s] or interests (the "Transfer"), to _____ (the "Transferee"). In connection with the Transfer, the Transferor hereby certifies that:

TRANSFEROR ACKNOWLEDGEMENT

If the within Note bears a Restricted Note Legend, the undersigned further certifies that (check one):

☐ Such Transfer is being made to the Company or a Subsidiary of the Company.

☐ Such Transfer is being made pursuant to, and in accordance with, a registration statement that is effective under the Securities Act at the time of the Transfer.

☐ Such Transfer is being made pursuant to, and in accordance with, Rule 144 under the Securities Act, and, accordingly, the undersigned further certifies that the within Note is being transferred to a Person that the undersigned reasonably believes is purchasing the within Note for its own account, or for one or more accounts with respect to which such Person exercises sole investment discretion, and such Person and each such account is an "accredited investor" within the meaning of Regulation D under the Securities Act in a transaction meeting the requirements thereof. **If this item is checked, then the transferee must complete and execute the acknowledgment contained on the next page.**

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☐ Such Transfer is being made pursuant to, and in accordance with, any other available exemption from the registration requirements of the Securities Act (including, if available, the exemption provided by Rule 144 or Rule 144A under the Securities Act).

Dated:

_____
(Legal Name of Holder)

By:_____
Name:
Title:
Signature Guaranteed:

_____

By:_____
Authorized Signatory

TRANSFEREE ACKNOWLEDGEMENT

The undersigned represents that it is purchasing the within Note for its own account, or for one or more accounts with respect to which the undersigned exercises sole investment discretion, and that and the undersigned and each such account is an "accredited investor" within the meaning of Regulation D under the Securities Act. The undersigned acknowledges that the transferor is relying, in transferring the within Note on the exemption from the registration and prospectus-delivery requirements of the Securities Act of 1933, as amended, provided by Rule 144 or Rule 144A or any other available exemption therefrom, and that the undersigned has received such information regarding the Company as the undersigned has requested pursuant to Rule 144 or Rule 144A, as applicable.

Dated:

_____
(Legal Name of Holder)

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By:_____
Name:
Title:

Annex A

1. The Transferor owns and proposes to transfer the following:

[CHECK ONE]

(a) Eli a Book-Entry Interest held through DTC Account No. _____, in the:

(i) Eli Rule 144A Global Note ([CUSIP/ISIN/COMMON CODE] _____); or

( ) Eli Regulation S Global Note ([CUSIP/ISIN/COMMON CODE];. or

(b) Eli a Rule 144A Definitive Note; or

(c) Eli a Regulation S Definitive Note.

2. After the Transfer the Transferee will hold:

[CHECK ONE]

(a) Eli a Book-Entry Interest through DTC Account No. _____ in the:

(i) Eli Rule 144A Global Note ([CUSIP/ISIN/COMMON CODE]_____);
or

(i) Eli Regulation S Global Note ([CUSIP/ISIN/COMMON CODE] or

(b) Eli a Rule 144A Definitive Note; or

(c) Eli a Regulation S Definitive Note.

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EXHIBIT D

Form of Supplemental Indenture

SUPPLEMENTAL INDENTURE (this "Supplemental Indenture"), dated as of

_____, 20__, by _____ (the "Guaranteeing Subsidiary"), a subsidiary of Medicine Man Technologies, Inc., a Nevada corporation (the "Company").

W I T N E S S E T H

WHEREAS, the Company and Guarantors have heretofore executed and delivered to Ankura Trust Company, LLC, as trustee, registrar, paying agent, and conversion agent (the "Trustee") and Chicago Atlantic Admin, LLC, as collateral agent (the "Collateral Agent"), an indenture (as heretofore amended and supplemented, the "Indenture"), dated as of December [●], 2021, providing for the issuance of $95,000,000 aggregate principal amount of 13% Senior Secured Convertible Notes Due 2026 (the "Notes"); and

WHEREAS, the Indenture provides that under certain circumstances the Guaranteeing Subsidiary shall execute and deliver to the Trustee and the Collateral Agent a supplemental indenture pursuant to which the Guaranteeing Subsidiary shall unconditionally guarantee all of the Company's obligations under the Notes and the Indenture on the terms and conditions set forth herein and in the Indenture (the "Guarantee").

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Guaranteeing Subsidiary covenants and agrees for the equal and ratable benefit of the Holders as follows:

1. CAPITALIZED TERMS. Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.

2. GUARANTEE. The Guaranteeing Subsidiary hereby provides an unconditional Guarantee on the terms and subject to the conditions set forth in the Indenture including but not limited to Article Twelve thereof and agrees to become a Guarantor for all purposes of the Indenture and to be bound by all of the terms thereof applicable to Guarantors.

3. EXECUTION AND DELIVERY. The Guaranteeing Subsidiary agrees that the Guarantee shall remain in full force and effect notwithstanding the absence of the endorsement of any notation of such Guarantee on the Notes.

4. NO RECOURSE AGAINST OTHERS. No past, present or future director, officer, employee, incorporator, stockholder or agent (direct or indirect) of the Guaranteeing Subsidiary, as such, shall have any liability for any obligations of the Guaranteeing Subsidiary under any Guarantee, the Indenture or this Supplemental Indenture or for any claim based on, in respect of, or by reason of,

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such obligations or their creation. Each Holder of the Notes by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes. Such waiver may not be effective to waive liabilities under the federal securities laws and it is the view of the SEC that such a waiver is against public policy.

5. GOVERNING LAW. THIS SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. THE PART[Y][IES] HERETO AGREE[S] TO SUBMIT TO THE JURISDICTION OF ANY UNITED STATES FEDERAL COURT WITH APPLICABLE SUBJECT MATTER JURISDICTION SITTING IN THE CITY OF NEW YORK IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS SUPPLEMENTAL INDENTURE. THE PART[Y][IES] HERETO IRREVOCABLY WAIVE[S], TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS SUPPLEMENTAL INDENTURE.

6. COUNTERPARTS. The part[y][ies] may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement. The exchange of copies of the Supplemental Indenture and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of the Supplemental Indenture as to the part[y][ies] hereto and may be used in lieu of the original Supplemental Indenture for all purposes. Signatures of the part[y][ies] hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.

7. EFFECT OF HEADINGS. The Section headings herein are for convenience of reference only and are not intended to be considered a part hereof and shall not affect the construction hereof.

8. THE TRUSTEE; THE COLLATERAL AGENT. The Trustee and the Collateral Agent are express and intended third party beneficiaries hereof and are entitled to the rights and benefits hereunder and may enforce this Supplemental Indenture as if it were a party hereto. This provision cannot be amended without the consent of the Trustee and the Collateral Agent.

[*Remainder of page intentionally left blank*]

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IN WITNESS WHEREOF, the part[y][ies] hereto [has][have] caused this Supplemental Indenture to be duly executed, all as of the date first above written.

[GUARANTEEING SUBSIDIARY]

By:_____

Name: _____

Title: _____

EXHIBIT E

Form of Collateral Access Agreement

COLLATERAL ACCESS AGREEMENT (this "***Agreement***") is dated_____ ____, 20__, and is made by and among [LANDLORD], a [STATE] [ENTITY TYPE] ("***Landlord***"); [TENANT], a [STATE] [ENTITY TYPE] ("***Tenant***"); and Chicago Atlantic Admin, LLC ("***Collateral Agent***").

RECITALS

A. Landlord and Tenant have entered into a [LEASE AGREEMENT] dated _____ ____, 20___ (as amended from time to time, the "***Lease***"), pursuant to which Landlord leased to Tenant, certain premises known as [ADDRESS], as further described in the Lease (the "***Premises***").

B. Tenant has entered into a Securities Purchase Agreement (the "***Purchase Agreement***") with certain accredited investors whereby the Company issued and sold to the Investors 13% senior secured convertible notes due December [_], 2026 (the "***Notes***") pursuant to an Indenture dated December [_], 2021 between Tenant, Tenant's subsidiary guarantors listed as parties thereto (collectively with Tenant, the Guarantors), Collateral Agent, and Ankura Trust Company, LLC as trustee (the "***Indenture***", and together with the Purchase Agreement and the Notes, the "***Note Documents***") to support Tenant's growth initiatives and business operations at the Premises (among other things); capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Indenture.

C. The Notes are to be secured in whole, or in part, by security instruments covering, the Collateral, and the Collateral is, or may be, located or installed at the Premises.

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

1. **No Lease Default**. Landlord represents that to its knowledge; the Lease is in full force and effect and there is no existing default under the Lease. Tenant represents that to its knowledge; the Lease is in full force and effect and there is no existing default under the Lease.

2. **Landlord's Waiver and Release**.

(a) Landlord hereby agrees to subordinate and waive, in favor of Collateral Agent, any and all: (i) rights of distraint, levy and execution which Landlord may now or hereafter have against the Collateral; and (ii) statutory liens, security interests or other liens which Landlord may now or hereafter have in the Collateral. The foregoing waiver is for the benefit of Collateral Agent only and does not affect the obligations of Tenant to Landlord under the Lease nor shall such waiver be deemed consent to any further lien or encumbrance.

(b) The Collateral may be stored, utilized and/or installed at the Premises in accordance with the terms of the Lease and shall not be deemed a fixture or part of the real estate but shall at all times be considered personal property, whether or not any of the Collateral becomes so related

to the Premises that an interest therein arises under real estate law. Collateral Agent acknowledges and agrees that the Collateral does not and shall not include (i) those fixtures which are necessary to the operation of the Premises or the buildings located thereon, such as heating, ventilation and air conditioning systems, temperature control systems, building theft detection systems, sprinkler systems, carpeting and lighting fixtures; (ii) Landlord's fee interest in the Premises; and/or (iii) the improvements and fixtures which constitute Landlord's property (including any reversionary interests of Landlord).

3. **Access and Occupancy**.

(a) During the term of the Lease and for a period of ninety (90) days after any termination of the Lease (the "***Removal Period***"), Collateral Agent shall have the right to repossess and remove any of the Collateral from the Premises in accordance with Collateral Agent's agreements with the Guarantors and applicable laws; provided, however, that Collateral Agent (i) provides reasonable advance notice to Landlord of such removal (including a list of the Collateral to be removed), (ii) will not hold any auction or sale of the Collateral at the Premises without Landlord's prior written consent; and (iii) shall be responsible for, and shall indemnify and hold Landlord harmless from and against, all claims, actions, damages, liabilities, and expenses (including, without limitation, reasonable attorneys' fees) incurred as a result of Collateral Agent's exercise of the rights granted hereunder.

(b) The Collateral Agent shall promptly restore and repair, at Collateral Agent's cost and expense, any physical damage to the Premises and Landlord's property resulting from any action taken by Collateral Agent or its agents and employees upon the Premises, but shall not be liable for any diminution in value of the Premises caused by the removal or absence of the Collateral.

(c) To the extent not paid or prepaid by Tenant, Collateral Agent shall pay Landlord a sum for its use and occupancy of the Premises on a per diem basis, determined on the basis of a month of thirty (30) days, in an amount equal to the monthly base rent and additional rent for operating costs, such as insurance, taxes and utilities, required to be paid by Tenant under the Lease, from the date on which Collateral Agent shall have taken possession of the Collateral in the Premises until the date on which Collateral Agent vacates the Premises, it being understood, however, that Collateral Agent shall not, thereby have assumed any of the obligations of Tenant to Landlord, including without limitation any obligation to pay any past due rent owing by Tenant or any other unperformed or unpaid obligations of Tenant under the Lease. Notwithstanding the foregoing, nothing herein shall obligate the Tenant to pay rent or any other amounts to Landlord after the Lease has been terminated.

4. **Notice of Default; Collateral Agent's Right to Cure; Foreclosure on Collateral**.

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(a) Without limiting Collateral Agent's rights pursuant to Section 3 above, prior to Landlord terminating the Lease, evicting Tenant from the Premises for breach of or default under the Lease or Landlord repossessing the Premises or any Collateral, Landlord agrees to give Collateral Agent written notice of such action at the address set forth below (the "***Default Notice***").

(b) Landlord agrees that Collateral Agent shall have the opportunity for the longer of ten (10) business days or the cure period afforded to Tenant under the Lease (the "***Collateral Agent Grace Period***") from its receipt of a Default Notice from Landlord to cure such breach or default under the Lease. Notwithstanding the provisions of this Section 4, Collateral Agent shall have no obligation to cure any such default. The cure of any such default by Collateral Agent on any one occasion shall not obligate Collateral Agent to cure any other default under the Lease or to cure such default on any other occasion. A failure by Landlord to deliver a Default Notice to Collateral Agent shall not affect the validity of any notice of default from Landlord to Tenant pursuant to the Lease or result in Landlord incurring any liability, but instead will only delay commencement of Collateral Agent's cure rights granted hereunder and the Removal Period, as applicable, until Landlord gives such notice to Collateral Agent. Landlord will not terminate the Lease or evict Tenant from the Premises until the Default Notice to Collateral Agent provided for in Section 4(a) has been given and Collateral Agent Grace Period has expired with the default still uncured.

(c) Landlord agrees that any foreclosure upon and repossession of any Collateral by Collateral Agent or any receiver under state law, to the extent such Collateral constitutes the equity securities of Tenant, shall not be deemed a default under the Lease, change in control of Tenant, or transfer of Tenant's interest in the Lease; provided that for the avoidance of doubt, any subsequent transfer of such equity securities of Tenant or change of control of Tenant shall be subject to any restrictions placed on such action set forth in the Lease.

5. **Collateral Assignment of Lease**.

(a) Tenant, in consideration of the Notes and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does (without the necessity of further action of any party hereto or consent of Landlord) hereby irrevocably, absolutely and unconditionally grant, convey, assign, transfer, and set over unto Collateral Agent all rights, interests, deposits (including but not limited to all security deposits and prepaids under the Lease) and estates of Tenant in, to and under the Lease together with all renewals and extensions of the Lease and other agreements and all other leases or agreements that may hereafter be entered into which cover all or any portion of the Premises), effective upon the occurrence of an Event of Default.

(b) Tenant hereby represents and warrants to Collateral Agent that: (i) Tenant has the right to assign the Lease as set forth in this Agreement; (ii) Tenant has performed and will duly and punctually perform all of the terms, covenants, conditions and warranties of the Lease; and (iii) Tenant has performed no act or executed any other instrument which might prevent Collateral Agent from enjoying and exercising any of its rights and privileges upon an Event of Default, as evidenced hereby. Tenant covenants with Collateral Agent that Tenant shall not take any of the following actions without Collateral Agent's prior written consent (w) do or permit to be done anything to impair the existence and validity of the Lease or the security of Collateral Agent hereunder (which consent may be withheld for any reason, as determined by Collateral Agent's sole discretion); (x) execute or permit any other sublease or assignment of Tenant's interest under the Lease except to any Affiliate of Tenant that is a Guarantor, provided that such assignee of the Lease takes such assignment of the Lease subject to this Agreement and assumes all obligations of Tenant under this Agreement (which consent will not be unreasonably withheld, conditioned or delayed); or (y) modify or amend the Lease in a manner which is adverse to or impairs the interests of the Collateral Agent (which consent may be withheld for any reason, as determined by Collateral Agent's sole discretion), in each case except as otherwise provided in and subject to the terms and limitations included the Note Documents. Landlord acknowledges that any security interest or lien that it holds in property maintained at the premises shall be subordinated in all respects to any liens that any secured lender holds in such property.

(c) Collateral Agent shall not be obligated to perform or discharge any obligation, duty or liability under the Lease by reason of this Agreement or the exercise of rights or remedies hereunder. This Agreement shall not operate to place responsibility upon Collateral Agent for the control, care, management or repair of the Premises, nor for the carrying out of any of the terms and conditions of the Lease; nor shall it operate to make Collateral Agent responsible or liable for any waste committed on the Premises or for any dangerous or defective condition of the Premises, or for any negligence in the management, upkeep, repair, or control of the Premises resulting in loss or injury or death to any tenant, licensee, employee, or stranger.

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(d) This Agreement is primary in nature to the obligation evidenced and secured by the Notes, the Note Documents and any other document given to secure and collateralize the Obligations secured by the Note Documents. Tenant agrees that Collateral Agent may enforce this Agreement without first resorting to or exhausting any other security. Collateral Agent may release the Lease, or any interest therein, from this Agreement.

(e) Upon or at any time after an Event of Default, Collateral Agent may, at its option, without in any way waiving such Event of Default, upon fifteen (15) days' written notice to Tenant and Landlord, with or without bringing any action or proceeding, or by a receiver appointed by a court, take possession of the Premises as the tenant under the Lease and, subject to the terms, conditions and restrictions set forth in the Lease (as modified pursuant to the terms of this Agreement) have, hold, use, occupy, lease, sublease, assign or operate the Premises on such terms and for such period of time as Collateral Agent may reasonably deem proper.

(f) Tenant will be liable to Collateral Agent for all payments by Collateral Agent for rent and other obligations under the Lease to cure defaults of Tenant under the Lease accruing prior to the time Collateral Agent takes possession of the Premises in accordance with this Agreement. Tenant's liability for such sums will become part of the Obligations and will be secured by all security interests securing the Obligations under the Note Documents. The parties acknowledge that such payments are reasonable expenses of foreclosure.

6. **Landlord's Consent**. Landlord executes this Agreement in order to give its consent to, and agree to the matters set forth herein and make the representations and warranties set forth in Section 1 above. This Agreement is hereby incorporated by reference into the Lease and shall bind Landlord and any and all successors of Landlord in title to the Premises.

7. **Termination**. This Agreement shall remain in force until such time as all Obligations under the Note Documents have been paid in full (other than contingent obligations that are not yet due and payable) (the "***Note Termination***"). Collateral Agent shall promptly provide written notice to Landlord once the Note Termination has occurred, at which time this Agreement shall automatically terminate and be of no further force and effect without any further action by Tenant or Landlord.

8. **Miscellaneous**.

(a) The parties agree that Collateral Agent may, upon delivery of written notice to Landlord, assign all of Collateral Agent's interest in this Agreement to any entity which purchases the Notes, and that such assignee shall have all of Collateral Agent's rights and privileges, and shall be bound by Collateral Agent's obligations, under this Agreement. This Agreement shall inure to the benefit of Collateral Agent, and their respective successors and assigns, and shall be binding upon each of the parties and their respective representatives, heirs, successors and permitted assigns.

(b) This Agreement may not be amended or waived except by an instrument in writing signed by Collateral Agent, Landlord, and Tenant.

(c) This Agreement shall be governed by, and construed in accordance with, the laws of the State where the Premises is located, without giving effect to the conflicts of law principles thereof.

(d) The powers and rights granted hereunder shall be deemed to be a waiver by Collateral Agent of its rights and remedies under the Note Documents or a waiver or curing of any default hereunder or under the Note Documents, and this Agreement is made and accepted without prejudice to any of the rights and remedies possessed by Collateral Agent under the terms of the Note Documents. The right of Collateral Agent to collect the interest and indebtedness evidenced by the Note Documents and to enforce any other security therefor held by it may be exercised by Collateral Agent either prior to, simultaneously with, or subsequent to any action taken by it hereunder.

(e) Each provision of this Agreement shall be interpreted in such a manner as to be valid and effective under applicable law. If any provision of this Agreement shall be unlawful, void or for any reason unenforceable, it shall be deemed separable from, and

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shall in no way affect the validity or enforceability of, the remaining provisions of this Agreement, and the rights and obligations of the parties shall be enforced to the fullest extent possible.

(f) EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

(g) Notwithstanding (i) the fact that any Lease or the leasehold estate created thereby may be held, directly or indirectly, by or for the account of any person or entity that shall have an interest in the fee estate of the Premises; (ii) the operation of law; or (iii) any other event, the Tenant's leasehold estate under such Lease shall not merge into the fee estate and the Tenant shall remain obligated under such Lease as assigned by this Agreement.

(h) This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same instrument. Signatures delivered by facsimile transmission or by email of a .pdf file will be enforceable to the same extent as an original signature.

9. **Notices**. All notices under this Agreement shall be deemed delivered on the date of receipt and shall be made (with a copy sent by electronic mail in each case) to the following addresses by recognized overnight courier (e.g. FedEx) with tracking, or by hand delivery:

If to Collateral Agent:	If to Landlord:	If to Tenant:
CHICAGO ATLANTIC ADMIN, LLC ATTN: Peter Sack 420 N Wabash Avenue, Suite 500 Chicago, IL 60611 Email: PSack@chicagoatlantic.com	[LANDLORD] ATTN: [_____] to Landlord's notice address under the Lease	to Tenant's notice address under the Lease.

[Signature Page Follows]

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

LANDLORD:

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[LANDLORD]

By:_____
Name:
Title:

TENANT:

[TENANT]

By:_____
Name:
Title:

COLLATERAL AGENT:

CHICAGO ATLANTIC ADMIN, LLC

By:_____
Name: Peter Sack
Title: Managing Director & Co-President

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Exhibit 4.2

NEITHER THE ISSUANCE AND SALE OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE NOR THE SECURITIES INTO WHICH THESE SECURITIES ARE CONVERTIBLE HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED (I) IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR (B) AN OPINION OF COUNSEL TO THE HOLDER (IF REQUESTED BY MEDICINE MAN TECHNOLOGIES, INC. (THE "COMPANY")), IN A FORM REASONABLY ACCEPTABLE TO THE COMPANY, THAT REGISTRATION IS NOT REQUIRED UNDER SAID ACT OR (II) UNLESS SOLD OR ELIGIBLE TO BE SOLD PURSUANT TO RULE 144 OR RULE 144A UNDER SAID ACT. NOTWITHSTANDING THE FOREGOING, THE SECURITIES MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT WITH A FINRA REGISTERED BROKER/DEALER OR OTHER LOAN OR FINANCING ARRANGEMENT SECURED BY THE SECURITIES.

THE SECURITIES INTO WHICH THESE SECURITIES ARE CONVERTIBLE ARE SUBJECT TO THE TERMS AND PROVISIONS OF (A) THE ARTICLES OF INCORPORATION OF THE COMPANY, AS AMENDED FROM TIME TO TIME, INCLUDING, WITHOUT LIMITATION, THE CERTIFICATES OF DESIGNATION RELATING TO ALL SERIES OF PREFERRED STOCK, AND THE RELATIVE RIGHTS, PREFERENCES, RESTRICTIONS, DESIGNATIONS, QUALIFICATIONS AND PRIVILEGES SET FORTH THEREIN AND IMPOSED THEREON AND UPON THE HOLDERS THEREOF, AND (B) THE BYLAWS OF THE COMPANY, AS AMENDED FROM TIME TO TIME, TO ALL OF WHICH TERMS AND PROVISIONS THE HOLDER OF THIS CERTIFICATE, BY ACCEPTANCE HEREOF, ASSENTS.

COPIES OF SUCH DOCUMENTS ARE ON FILE AT THE PRINCIPAL OFFICE OF THE COMPANY AND ARE MADE A PART HEREOF AS THOUGH FULLY SET FORTH ON THIS CERTIFICATE.

THIS NOTE HAS BEEN ISSUED WITH ORIGINAL ISSUE DISCOUNT ("OID"). PURSUANT TO TREASURY REGULATION §1.1275-3(b)(1), NANCY HUBER, A REPRESENTATIVE OF THE COMPANY HEREOF WILL, BEGINNING TEN DAYS AFTER THE ISSUANCE DATE OF THIS NOTE, PROMPTLY MAKE AVAILABLE TO THE HOLDER UPON REQUEST THE INFORMATION DESCRIBED IN TREASURY REGULATION §1.1275-3(b)(1)(i). NANCY HUBER MAY BE REACHED AT TELEPHONE NUMBER (303) 371-0387.

Medicine Man Technologies, Inc.

13% Senior Secured Convertible Note Due December 7, 2026

No. 2026-__ $_____

Medicine Man Technologies, Inc., a Nevada corporation (the "Company"), for value received hereby promises to pay to _____ the principal sum of $_____. This 13% Senior Secured Convertible Note due 2026 (this "Note") is one of a series of Notes (the "Notes") issued pursuant to the Indenture (the "Indenture") dated as of December 7, 2021 among the Company, the Guarantors party thereto, Ankura Trust Company, LLC, as trustee, registrar, paying agent, and conversion agent (the "Trustee"), and Chicago Atlantic Admin, LLC, as collateral agent (the "Collateral Agent"). The Notes will mature on December 7, 2026, unless earlier repurchased, redeemed or converted.

This Note shall bear interest at the rate of 13% per year from the most recent date to which interest has been paid or provided for, or, if no interest has been paid or duly provided for, from the date of issuance provided in the certificate representing this Note until the date the principal amount is paid or deemed paid or the Conversion Settlement Date, as the case may be, and in each case subject to the

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terms and conditions of the Indenture. Accrued interest on this Note shall be computed on the basis of a 360-day year composed of twelve 30-day months and, for partial months, on the basis of the number of days actually elapsed in a 30-day month. Interest is payable quarterly in arrears on each March 31, June 30, September 30, and December 31, commencing on March 31, 2022, to the registered Holder of this Note as of the Close of Business on the March 15, June 15, September 15, or December 15 as the case may be, immediately preceding the applicable Interest Payment Date whether or not a Business Day. Interest shall be payable in cash for an amount equal to the amount payable on the applicable Interest Payment Date as if this Note were subject to an annual interest rate of 9%, with the remainder of the accrued interest payable as an increase to the principal amount of this Note. Additional Interest will be payable as set forth in Section 4.04 of the within-mentioned Indenture, and any reference to interest on, or in respect of, this Note therein shall be deemed to include Additional Interest if, in such context, Additional Interest is, was or would be payable pursuant to Section 4.04, and any express mention of the payment of Additional Interest in any provision therein shall not be construed as excluding Additional Interest in those provisions thereof where such express mention is not made.

Any Defaulted Amounts shall accrue interest at a rate equal to 15% per annum, from, and including, the relevant payment date to, but excluding, the date on which such Defaulted Amounts shall have been paid by the Company, at its election, in accordance with Section 2.04(d) of the Indenture.

As provided in and subject to the provisions of the Indenture, the Company shall pay the principal, premium, if any, and interest on this Note at the office or agency designated by the Company for that purpose. The Company has initially designated the Trustee as its Paying Agent, Conversion Agent, and Registrar in respect of the Notes and its Corporate Trust Office in the contiguous United States of America, as a place where Notes may be presented for payment or for registration of transfer and exchange. Payment of the cash portion of interest due, on an Interest Payment Date and on the Maturity Date, on this Note shall be made to the applicable Holder of such Note by wire transfer to an account of such Holder within the United States as notified to the Trustee and Registrar by such Holder.

Reference is made to the further provisions of this Note set forth on the reverse hereof, including, without limitation, provisions giving the Holder of this Note the right to convert this Note into shares of Common Stock on the terms and subject to the limitations set forth in the Indenture. Such further provisions shall for all purposes have the same effect as though fully set forth at this place. Each Holder will have the right to require the Company to repurchase such Holder's Notes (or any portion thereof in an authorized denomination) for cash in the manner, and subject to the terms, set forth in Section 3.01 and Section 3.02 of the Indenture. The Company will have the right to redeem this Note for cash in the manner, and subject to the terms, set forth in Section 10.11 and Section 11.01 of the Indenture.

The Company's obligations under the Notes and the Indenture are unconditionally guaranteed by the Guarantors pursuant to the terms of the Indenture and the Note Guarantees. The Notes and the Note Guarantees are secured by security interests in the Collateral pursuant to the terms of the Indenture and the Security Documents.

This Note, and any claim, controversy or dispute arising under or related to this Note, shall be construed in accordance with and governed by the laws of the State of New York.

In the case of any conflict between this Note and the Indenture, the provisions of the Indenture shall control and govern.

This Note shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed manually by the Trustee or a duly authorized authenticating agent under the Indenture.

[*Remainder of page intentionally left blank*]

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IN WITNESS WHEREOF, the Company has caused this Note to be duly executed.

MEDICINE MAN TECHNOLOGIES, INC., as Company

By: /s/ Justin Dye
Name: Justin Dye
Title: Chief Executive Officer

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

ANKURA TRUST COMPANY, LLC, as Trustee, certifies that this is one of the Notes described in the within-named Indenture.

By: /s/ Lisa Price
Lisa Price, Managing Director

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Dated: December 7, 2021

SCHEDULE I TO NOTE

Form of Conversion Notice

To: Medicine Man Technologies, Inc.

To: Ankura Trust Company, LLC, as Trustee and Conversion Agent
140 Sherman Street, Fourth Floor
Fairfield, CT 06824
Attention: Administrator – Medicine Man Technologies

The undersigned registered owner of this Note hereby exercises the option to convert this Note, or the portion hereof (that is $1.00 principal amount or a multiple thereof) below designated, into shares of Common Stock in accordance with the terms of the Indenture referred to in this Note, and directs that any shares of Common Stock issuable and deliverable upon such conversion, together with any cash (in lieu of any fractional shares of Common Stock or, if applicable, Reference Property), and any Notes representing any unconverted principal amount hereof, be issued and delivered to the registered Holder hereof unless a different name has been indicated below. If any shares of Common Stock or any portion of this Note not converted are to be issued in the name of a Person other than the undersigned, the undersigned will pay all documentary, stamp or similar issue or transfer taxes, if any, in accordance with Section 10.01(d) of the Indenture. Any amount required to be paid to the undersigned on account of interest accompanies this Note. Capitalized terms used herein but not defined shall have the meanings ascribed to such terms in the Indenture.

Dated: _____ _____

Signature(s)

_____

Signature Guarantee

Signature(s) must be guaranteed by an eligible Guarantor Institution (banks, stock brokers, savings and loan associations and credit unions) with

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membership in an approved signature guarantee medallion program pursuant to Securities and Exchange Commission Rule 17Ad-15 if shares of Common Stock are to be issued, or Notes are to be delivered, other than to and in the name of the registered holder.

Fill in for registration of shares if to be issued, and Notes if to be delivered, other than to and in the name of the registered holder:

_____
(Name)

_____
(Street Address)

_____
(City, State and Zip Code)
Please print name and address

Principal amount to be converted (if less than all):
$_____.00
NOTICE: The above signature(s) of the Holder(s) hereof must correspond with the name as written upon the face of the Note in every particular without alteration or enlargement or any change whatsoever.

_____
Social Security or Other Taxpayer
Identification Number

Form of Option of Holder to Elect Purchase

To: Medicine Man Technologies, Inc.

To: Ankura Trust Company, LLC, as Trustee
140 Sherman Street, Fourth Floor
Fairfield, CT 06824
Attention: Administrator – Medicine Man Technologies

The undersigned registered holder of this Note hereby acknowledges receipt from Medicine Man Technologies, Inc. (the "Company") of the Change of Control Notice and/or the Four Year Company Notice with respect to the Company and specifying the Change of Control Repurchase Date and/or the Four Year Repurchase Date and requests and instructs the Company to pay to the registered holder hereof in accordance with Section 3.01 and/or Section 3.02 of the Indenture referred to in this Note, as applicable, (1) the entire principal amount of this Note, or the portion thereof (that is $1.00 principal amount or a multiple thereof) below designated, and (2) if such Change of Control Repurchase Date or Four Year Repurchase Date does not fall during the period after a Regular Record Date and on or prior to the corresponding Interest Payment Date, accrued and unpaid interest, if any, thereon to, but excluding, such Change of Control Repurchase Date or Four Year Repurchase Date, as applicable. Capitalized terms used herein but not defined shall have the meanings ascribed to such terms in the Indenture.

The certificate numbers of the Notes to be repurchased are as set forth below:

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Dated: _____

_____
Signature(s)

_____
Social Security or Other Taxpayer
Identification Number

Principal amount to be purchased (if less than all):
$_____.00
Certificate No.: _____
NOTICE: The above signature(s) of the Holder(s) hereof must correspond with the name as written upon the face of the Note in every particular without alteration or enlargement or any change whatsoever.

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Exhibit 10.1

CERTAIN INFORMATION IDENTIFIED BY "[REDACTED]" HAS BEEN EXCLUDED FROM THE EXHIBIT BECAUSE IT IS BOTH NOT MATERIAL AND IS THE TYPE THAT THE REGISTRANT TREATS AS PRIVATE OR CONFIDENTIAL.

SECURITIES PURCHASE AGREEMENT

SECURITIES PURCHASE AGREEMENT (this "**Agreement**"), dated as of December 3, 2021 by and between Medicine Man Technologies, Inc., d/b/a Schwazze, a Nevada corporation (the "**Company**"), Double Brow, LLC, a Colorado limited liability company ("**Double Brow**"), Mission Holding, LLC, a Colorado limited liability company ("**Mission**"), SCG Holding, LLC, a Colorado limited liability company ("**SCG**"), Schwazze Colorado LLC, a Colorado limited liability company ("**Schwazze Colorado**"), Schwazze Biosciences, LLC, a Colorado limited liability company ("**Schwazze Bio**"), SBUD LLC, a Colorado limited liability company ("**SBUD**"), Medicine Man Consulting, Inc., a Colorado corporation ("**Consulting**"), Two J's LLC d/b/a The Big Tomato, a Colorado limited liability company ("**Two J's**"), Mesa Organics Ltd. d/b/a Star Buds/Purplebee's, a Colorado limited liability company ("**Mesa I**"), Mesa Organics II Ltd, a Colorado limited liability company ("**Mesa II**"), Mesa Organics III Ltd, a Colorado limited liability company ("**Mesa III**"), Mesa Organics IV Ltd, a Colorado limited liability company ("**Mesa IV**"), Schwazze IP Holdco LLC, a Colorado limited liability company ("**Schwazze IP**"), MIH Manager LLC, a Colorado limited liability company ("**MIH**"), Emerald Fields Merger Sub, LLC, a Colorado limited liability company ("**Emerald Fields**"), PBS Holdco LLC, d/b/a Star Buds/Purplebee's, a Colorado limited liability company ("**PBS Holdco**"), Nuevo Holding, LLC, a New Mexico limited liability company ("**Nuevo Holding**"), Nuevo Elemental Holding, LLC, a New Mexico limited liability company ("**Nuevo Elemental**"), and Schwazze New Mexico, LLC, a New Mexico limited liability company ("**Schwazze New Mexico**" and, collectively with Double Brow, Mission, SCG, Schwazze Colorado, Schwazze Bio, SBUD, Consulting, Two J's, Mesa I, Mesa II, Mesa III, Mesa IV, Schwazze IP, MIH, Emerald Fields, PBS Holdco, Nuevo Holding, and Nuevo Elemental, the "**Guarantors**") and each of the investors listed on the signature pages hereto (each individually a "**Buyer**" or "**Holder**" and collectively, the "**Buyers**" or the "**Holders**").

WHEREAS:

A. The Company and the Buyers, severally and not jointly, are executing and delivering this Agreement in reliance upon the exemption from securities registration afforded by Section 4(a)(2) of the Securities Act of 1933, as amended, or any similar federal statute, and the rules and regulations promulgated by the SEC (as defined below) thereunder (the "**1933 Act**" or the "**Securities Act**"), and Rule 506(b) of Regulation D ("**Regulation D**") as promulgated by the United States Securities and Exchange Commission (the "**SEC**") under the 1933 Act.

B. The Company has authorized a new series of 13% Senior Secured Convertible Notes due five years after issuance in 2026 (the "**Notes**") pursuant to the Indenture, in the form attached hereto as Exhibit A, to be dated as of the Closing (as defined below) (the "**Indenture**") by and among the Company, the Guarantors, Ankura Trust Company, LLC, as trustee (the "**Trustee**"), and Chicago Atlantic Admin, LLC, as collateral agent (the "**Collateral Agent**"), which Notes will be convertible into shares of the Company's common stock, par value $0.001 per share (together with any capital stock into which such common stock shall have been changed or any share capital resulting from a reclassification of such common stock, the "**Common Stock**") (such underlying shares of Common Stock issuable pursuant to the terms of the Notes, including upon conversion, redemption, payment of interest or otherwise, collectively, the "**Underlying Shares,**" and such Underlying Shares together with the Notes, collectively, the "**Securities**").

C. The Buyers, severally and not jointly, desire to purchase and the Company desires to issue and sell, upon the terms and conditions set forth in this Agreement, Notes in the aggregate principal amount of $95,000,000.00 ("**Principal Amount**"), for a purchase price reflecting a 2% original issue discount.

D. At the Closing (as defined below), the Company and the Guarantors will execute and deliver (i) a Security Agreement among the Company, the Guarantors and the Collateral Agent, in the form attached hereto as Exhibit B (the "**Security Agreement**"), pursuant to which the Company and each Guarantor will agree to grant a security interest to the Holders in the assets identified therein, and (ii) an Intercreditor Agreement among the Company, the Guarantors, the Collateral Agent, GGG Partners LLC (as collateral agent for the Credit Agreement Secured Parties (as defined therein)), Colorado Health Consultants, LLC, StarBuds Aurora, LLC, SB Arapahoe, LLC, StarBuds Commerce City, LLC, StarBuds Pueblo, LLC, StarBuds Alameda, LLC, Citi-MED, LLC, StarBuds Louisville, LLC, KEW LLC, Lucky Ticket, LLC, StarBuds Niwot, LLC, LM MJC LLC, Mountain View 44th LLC and Naser Joudeh, as collateral agent for the Star Buds Seller Secured Parties (as defined therein).

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NOW, THEREFORE, the Company and the Buyers hereby agree as follows:

1. PURCHASE AND SALE OF SHARES.

(a) Purchase of Notes. Subject to the satisfaction (or waiver) of the conditions set forth in Sections 5 and 6 below at the Closing, the Company shall issue and sell to each Buyer severally, but not jointly, and each Buyer, severally and not jointly, agrees to purchase from the Company on the Closing, a Note in the original principal amount as is set forth under "Original Principal Amount of Notes" on such Buyer's signature page hereto as executed by such Buyer on the terms set forth herein.

(b) Closing. The date of the closing shall be on such date and time as is mutually agreed to by the Company and the Buyers after notification of satisfaction (or waiver) of the conditions to the Closing set forth in Sections 5 and 6 below (the "**Closing**"), and the Closing shall be undertaken remotely by electronic transfer of Closing documentation.

(c) Purchase Price. The purchase price for the Notes to be purchased by each Buyer (the "**Purchase Price**") shall be 98% of the amount set forth under "Original Principal Amount of Notes" on such Buyer's signature page hereto.

(d) Form of Payment. On or before the Closing, (i) each Buyer shall pay its aggregate Purchase Price to the Company for the Note to be issued and sold to such Buyer at the Closing by wire transfer of immediately available funds in accordance with the Company's written wire instructions; and (ii) the Company shall deliver or cause to be delivered to each Buyer such Buyer's Note duly executed on behalf of the Company.

2. BUYERS' REPRESENTATIONS AND WARRANTIES. Each Buyer, for itself and for no other Buyer, represents and warrants to the Company that, as of the date hereof and as of the Closing (unless as of a specific date therein, in which case they shall be accurate as of such date):

(a) No Public Sale or Distribution. The Buyer is (i) acquiring the Note, and (ii) when issued in accordance with the terms of the Note, will acquire the Underlying Shares, in the ordinary course of its business for its own account and not with a view towards, or for resale in connection with, the public sale or distribution thereof, except pursuant to sales registered or exempted under the 1933 Act; provided, however, that by making the representations herein, except as otherwise set forth herein or the other Transaction Documents (as defined in Section 3(b)), the Buyer does not agree to hold any of the Securities for any minimum or other specific term and reserves the right to dispose of the Securities at any time in accordance with or pursuant to a registration statement or an exemption under the 1933 Act. The Buyer does not presently have any agreement or understanding, directly or indirectly, with any Person to distribute any of the Securities. As used herein, "**Person**" means an individual, a limited liability company, a partnership, a joint venture, a corporation, a trust, an unincorporated organization, any other entity and any governmental entity or any department or agency thereof.

(b) Buyer Status and Experience. The Buyer is, and on each date on which the Buyer acquires any Underlying Shares, it will be, an "accredited investor" as that term is defined in Rule 501(a) of Regulation D ("**Accredited Investor**"). The Buyer, either alone or together with its representatives, has such knowledge, sophistication and experience in business and financial matters so as to be capable of evaluating the merits and risks of the investment in the Securities, and has so evaluated the merits and risks of such investment. The Buyer is able to bear the economic risk of an investment in the Securities and, at the present time, is able to afford a complete loss of such investment.

(c) Reliance on Exemptions. The Buyer understands that the Securities are being offered and sold to it in reliance on specific exemptions from the registration requirements of the United States federal and state securities laws and that the Company is relying in part upon the truth and accuracy of, and the Buyer's compliance with, the representations, warranties, agreements, acknowledgments and understandings of the Buyer set forth herein in order to determine the availability of such exemptions and the eligibility of the Buyer to acquire the Securities.

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(d) Information. The Buyer and its advisors, if any, have been furnished with all materials relating to the business, finances and operations of the Company and materials relating to the offer and sale of the Securities that have been requested by such Buyer. Such Buyer and its advisors, if any, have been afforded the opportunity to ask questions of the Company and receive answers from the Company concerning the terms and conditions of the offering of the Securities, the merits and risks of investing in the Securities and the business, finances and operation of the Company. Neither such inquiries nor any other due diligence investigations conducted by such Buyer or its advisors, if any, or its representatives shall modify, amend or affect such Buyer's right to rely on the Company's representations and warranties contained herein. Such Buyer understands that its investment in the Securities involves a high degree of risk, including the risks outlined in the Company's filings with the SEC. Such Buyer has sought such accounting, legal and tax advice as it has considered necessary to make an informed investment decision with respect to its acquisition of the Securities. The Buyer acknowledges and agrees that neither the Company, any Guarantor nor any other Person has made or makes any other express or implied representation or warranty, either written or oral, on behalf of the Company or its Subsidiaries except for the representations and warranties contained in Section 3 of this Agreement and in Article IV of the Security Agreement.

(e) No Governmental Review. The Buyer understands that no United States federal or state agency or any other government or governmental agency has passed on or made any recommendation or endorsement of the Securities or the fairness or suitability of the investment in the Securities nor have such authorities passed upon or endorsed the merits of the offering of the Securities.

(f) Transfer or Resale. The Buyer understands that: (i) the Securities have not been and are not being registered under the 1933 Act or any state securities laws, and may not be offered for sale, sold, assigned or transferred unless (A) subsequently registered thereunder, (B) the Buyer shall have delivered to the Company (if requested by the Company) an opinion of counsel, in a form reasonably acceptable to the Company, to the effect that such Securities to be sold, assigned or transferred may be sold, assigned or transferred pursuant to an exemption from such registration, or (C) the Buyer provides the Company with reasonable assurance that such Securities can be sold, assigned or transferred pursuant to Rule 144 or Rule 144A promulgated under the 1933 Act, as amended (or a successor rule thereto) (collectively, "**Rule 144**"); (ii) any sale of the Securities made in reliance on Rule 144 may be made only in accordance with the terms of Rule 144 and further, if Rule 144 is not applicable, any resale of the Securities under circumstances in which the seller (or the Person through whom the sale is made) may be deemed to be an underwriter (as that term is defined in the 1933 Act) may require compliance with some other exemption under the 1933 Act or the rules and regulations of the SEC thereunder; and (iii) except as otherwise provided herein, neither the Company nor any other Person is under any obligation to register the Securities under the 1933 Act or any state securities laws or to comply with the terms and conditions of any exemption thereunder. Notwithstanding the foregoing, the Securities may be pledged in connection with a bona fide margin account with a FINRA registered broker/dealer or other loan or financing arrangement with an Accredited Investor secured by the Securities and such pledge of Securities shall not be deemed to be a transfer, sale or assignment of the Securities hereunder, and if the Buyer effects such a pledge of Securities it shall not be required to provide the Company with any notice thereof or otherwise make any delivery to the Company pursuant to this Agreement or any other Transaction Document, including this Section 2(f).

(g) Legends. The Buyer understands that the Securities are "restricted securities" under applicable federal and state securities laws and that certificates or other instruments representing Securities, except as set forth in the Indenture, shall bear a restrictive legend in substantially the following form (and a stop-transfer order may be placed against transfer of such certificates or other instruments):

> [NEITHER THE ISSUANCE AND SALE OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE NOR THE SECURITIES INTO WHICH THESE SECURITIES ARE CONVERTIBLE HAVE BEEN] [THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN] REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED (I) IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR (B) AN OPINION OF COUNSEL TO THE HOLDER (IF REQUESTED BY THE COMPANY), IN A FORM REASONABLY ACCEPTABLE TO THE COMPANY, THAT REGISTRATION IS NOT REQUIRED UNDER SAID ACT OR (II) UNLESS SOLD OR ELIGIBLE TO BE SOLD PURSUANT TO RULE 144 OR RULE 144A UNDER SAID ACT. NOTWITHSTANDING THE FOREGOING, THE SECURITIES MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT WITH A FINRA REGISTERED BROKER/DEALER OR OTHER LOAN OR FINANCING ARRANGEMENT SECURED BY THE SECURITIES.

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[THE SECURITIES INTO WHICH THESE SECURITIES ARE CONVERTIBLE] [THE SECURITIES REPRESENTED BY THIS CERTIFICATE] ARE SUBJECT TO THE TERMS AND PROVISIONS OF (A) THE ARTICLES OF INCORPORATION OF THE CORPORATION, AS AMENDED FROM TIME TO TIME, INCLUDING, WITHOUT LIMITATION, THE CERTIFICATES OF DESIGNATION RELATING TO ALL SERIES OF PREFERRED STOCK, AND THE RELATIVE RIGHTS, PREFERENCES, RESTRICTIONS, DESIGNATIONS, QUALIFICATIONS AND PRIVILEGES SET FORTH THEREIN AND IMPOSED THEREON AND UPON THE HOLDERS THEREOF, AND (B) THE BYLAWS OF THE CORPORATION, AS AMENDED FROM TIME TO TIME, TO ALL OF WHICH TERMS AND PROVISIONS THE HOLDER OF THIS CERTIFICATE, BY ACCEPTANCE HEREOF, ASSENTS.]

COPIES OF SUCH DOCUMENTS ARE ON FILE AT THE PRINCIPAL OFFICE OF THE COMPANY AND ARE MADE A PART HEREOF AS THOUGH FULLY SET FORTH ON THIS CERTIFICATE.

(h) Validity; Enforcement. The Buyer is either an individual or an entity duly incorporated or formed, validly existing and in good standing under the laws of the jurisdiction of its incorporation or formation with full right, corporate, partnership, limited liability company or similar power and authority to enter into and to consummate the transactions contemplated by the Transaction Documents and otherwise to carry out its obligations hereunder and thereunder. This Agreement and each other Transaction Document to which the Buyer is a party have been duly and validly authorized, executed and delivered on behalf of the Buyer and constitutes the legal, valid and binding obligations of the Buyer enforceable against the Buyer in accordance with their respective terms, except as such enforceability may be limited by general principles of equity or to applicable bankruptcy, insolvency, reorganization, moratorium, liquidation and other similar laws relating to, or affecting generally, the enforcement of applicable creditors' rights and remedies.

(i) No Conflicts. The execution, delivery and performance by the Buyer of this Agreement and each other Transaction Document to which the Buyer is a party and the consummation by the Buyer of the transactions contemplated hereby and thereby will not (i) result in a violation of the organizational documents of the Buyer or (ii) conflict with, or constitute a default (or an event which with notice or lapse of time or both would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, any agreement, indenture or instrument to which the Buyer is a party, or (iii) result in a violation of any law, rule, regulation, order, judgment or decree (including federal and state securities laws) applicable to the Buyer, except in the case of clauses (ii) and (iii) above, for such conflicts, defaults, rights or violations which would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the ability of the Buyer to perform its obligations hereunder.

(j) Residency. The Buyer is a resident of the jurisdiction specified on such Buyer's signature page hereto.

(k) No Conflicts with Sanctions Laws. Neither the Buyer nor any director, officer, employee, agent, affiliate or other person associated with or acting on behalf of the Buyer is, or is directly or indirectly owned or controlled by, a Person that is currently the subject or the target of any sanctions administered or enforced by the U.S. government (including the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Departments of State or Commerce, and including the designation as a "Specially Designated National" or on the "Sectoral Sanctions Identifications List" (collectively "**Blocked Persons**")) or the United Nations Security Council, the European Union, Her Majesty's Treasury or any other relevant sanctions authority (collectively, "**Sanctions Laws**"); neither the Buyer, nor any director, officer, employee, agent, affiliate or other person associated with or acting on behalf of the Buyer is located, organized or resident in a country or territory that is the subject or target of a comprehensive embargo or Sanctions Laws prohibiting trade with the country or territory, including Crimea, Cuba, Iran, North Korea, Sudan and Syria (each, a "**Sanctioned Country**"); neither the Buyer nor any director, officer, employee, agent, affiliate or other person associated with or acting on behalf of the Buyer, acting in any capacity in connection with the operations of the Buyer, conducts any business with or for the benefit of any Blocked Person or engages in making or receiving any contribution of funds, goods or services to, from or for the benefit of any Blocked Person, or deals in, or otherwise engages in any transaction relating to, any property or interests in property blocked or subject to blocking pursuant to any applicable Sanctions Laws. No action of the Buyer in connection with the execution, delivery and performance of this Agreement and the other Transaction Documents or the consummation of any other transaction contemplated hereby or by the other Transaction Documents or the fulfillment of the terms hereof or thereof will result in a violation by any Person of Sanctions Laws. For the past five years, the Buyer has not knowingly engaged in and is not now knowingly engaged in any dealings or transactions with any person that at the time of the dealing or transaction is or was the subject or the target of Sanctions Laws or with any Sanctioned Country.

(l) IRS Tax Documents. The Buyer is delivering, contemporaneously with the execution of this Agreement either an IRS Form W-9 or the applicable IRS Form W-8.

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(m) No Disqualification Events. The Buyer is not, and if the Buyer is an entity, none of its directors, executive officers, general partners, managers, managing members or beneficial owners of 20% of the Buyer's outstanding voting equity securities, calculated on the basis of voting power, is, and on each date on which the Buyer acquires any Underlying Shares, none of them will be, subject to any "bad actor" disqualifications described in Rule 506(d)(1)(i) to (viii) under the 1933 Act (a "**Disqualification Event**"), except for a Disqualification Event (i) contemplated by Rule 506(d)(2) under the Securities Act, and (ii) a description of which has been furnished in writing to the Company before the date hereof.

(n) No Marijuana Bad Actors. The Buyer is not, and on each date on which the Buyer acquires any Underlying Shares, the Buyer will not be "Bad Actor" as defined in Code of Colorado Regulations, 1 CCR 212-3.

3. REPRESENTATIONS AND WARRANTIES OF THE COMPANY.

The Company and the Guarantors, jointly and severally, represent and warrant to each of the Buyers that, as of the date hereof and as of the Closing:

(a) Organization and Qualification. The Company and each of its "**Subsidiaries**" (which for purposes of this Agreement means any entity in which the Company, directly or indirectly, owns a majority of the voting securities or similar interests), are entities duly organized and validly existing and in good standing under the laws of the jurisdiction in which they are formed, and have the requisite power and authorization to own their properties and to carry on their business as now being conducted and as presently proposed to be conducted. Each of the Company and each of its Subsidiaries is duly qualified as a foreign entity to do business and is in good standing in every jurisdiction in which its ownership of property or the nature of the business conducted by it makes such qualification necessary, except to the extent that the failure to be so qualified or be in good standing would not reasonably be expected to have a Material Adverse Effect. As used in this Agreement, "**Material Adverse Effect**" means any fact, occurrence, circumstance, event or change that, individually or in the aggregate, has had, or would reasonably be expected to have, a material adverse effect on the business, properties, assets, liabilities, operations, results of operations, or condition (financial or otherwise) of the Company and its Subsidiaries taken as a whole, or on the transactions contemplated hereby or by the other Transaction Documents or by the agreements and instruments to be entered into in connection herewith or therewith, or on the authority or ability of the Company to perform any of its obligations under any of the Transaction Documents. The Company has no Subsidiaries except as set forth in Schedule 3(a). The outstanding shares of capital stock of each of the Subsidiaries have been duly authorized and validly issued, are fully paid and non-assessable and, except as set forth in Schedule 3(a), are owned by the Company or another Subsidiary, if any, free and clear of all liens, preemptive or similar rights, mortgages, defects, claims, pledges, charges, taxes, rights of first refusal, encumbrances, security interests and other encumbrances (collectively, "**Liens**") and equities and claims; and no options, warrants or other rights to purchase, agreements or other obligations to issue or other rights to convert any obligations into shares of capital stock or ownership interests in the Subsidiaries are outstanding.

(b) Authorization; Enforcement; Validity. The Company has the requisite corporate power and authority to enter into and perform its obligations under this Agreement, the Indenture, the Security Agreement, the Intercreditor Agreement(s), and each of the other agreements entered into by the parties hereto and the Guarantors in connection with the transactions contemplated by this Agreement (collectively, the "**Transaction Documents**") and to issue the Securities in accordance with the terms hereof and thereof. Each Guarantor has the requisite power and authority to enter into and perform its obligations under the Transaction Documents to which it is a party. The execution and delivery of this Agreement and the other Transaction Documents by the Company and each Guarantor, and the consummation by the Company and the Guarantors of the transactions contemplated hereby and thereby have been duly authorized by the Board of Directors of the Company and each Guarantor, and other than (i) as set forth in Schedule 3(b), (ii) a Form D with the SEC and any other filings as may be required by any state securities agencies, and (iii) the 8-K Filing (as defined below) (collectively, the "**Required Filings and Approvals**"), no filing, consent or authorization is required by the Company, any of the Guarantors, their respective Board of Directors or their respective stockholders for the execution and delivery of this Agreement and the other Transaction Documents and consummation by the Company and the Guarantors of the transactions contemplated hereby and thereby. This Agreement and the other Transaction Documents have been duly executed and delivered by the Company and the Guarantors, and, when duly authenticated by the Trustee in accordance with the terms of the Indenture, will constitute the legal, valid and binding obligations of the Company and the Guarantors, enforceable against the Company and each of the Guarantors in accordance with their respective terms, except as such enforceability may be limited by general principles of equity or applicable bankruptcy, insolvency, reorganization, moratorium, liquidation or similar laws relating to, or affecting generally, the enforcement of applicable creditors' rights and remedies. Except as set forth in Schedule 3(b) there are no stockholder agreements, voting agreements, or other similar arrangements with respect to the Company's capital stock to which the Company is a party or, to the actual knowledge after reasonable inquiry of the Company's

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chief executive officer, chief financial officer and general counsel, but without any obligation to conduct investigation of anyone outside of the Company or its Subsidiaries (collectively, the "**Company's Knowledge**"), between or among any of the Company's stockholders.

(c) Issuance of Securities. The issuance of the Securities is duly authorized and, upon issuance in accordance with the terms of the Transaction Documents, the Securities shall be validly issued and free from all preemptive or similar rights (except for those which have been validly waived prior to the date hereof), taxes, liens and charges and other encumbrances with respect to the issue thereof. As of the Closing, the Company shall have reserved from its duly authorized capital stock not less than 100% of the sum of the maximum number of Underlying Shares issuable upon conversion of the Notes (assuming for purposes hereof that (x) the Notes are convertible at the Conversion Price (as defined in the Notes) as of the Closing and (y) any such conversion shall not take into account any limitations on the conversion of the Notes set forth in the Notes). Upon issuance in accordance with the Notes and after the making and receipt of the Required Filings and Approvals, the Underlying Shares, respectively, when issued, will be validly issued, fully paid and nonassessable and free from all preemptive or similar rights or Liens with respect to the issue thereof, with the holders being entitled to all rights accorded to a holder of Common Stock. Assuming the accuracy of each of the representations and warranties set forth in Section 2, the offer and issuance by the Company of the Securities is exempt from registration under the 1933 Act.

(d) No Conflicts. The execution, delivery and performance of the Transaction Documents by the Company and the Guarantors and the consummation by the Company and the Guarantors of the transactions contemplated hereby and thereby (including the issuance of the Notes and the reservation for issuance and issuance of Underlying Shares) will not (i) result in a violation of the Articles of Incorporation (as defined below) or Bylaws (as defined below) or other organizational documents of the Company or any of its Subsidiaries, any capital stock of the Company or any of its Subsidiaries or bylaws of the Company or any of its Subsidiaries or (ii) except as set forth in Schedule 3(d), conflict with, or constitute a default (or an event which with notice or lapse of time or both would become a default) in any respect under, or give to others any rights of termination, amendment, acceleration or cancellation of, any agreement, indenture or instrument to which the Company or any of its Subsidiaries is a party, other than conflicts or defaults that would not reasonably be expected to have a Material Adverse Effect, or (iii) result in a violation of any law, rule, regulation, order, judgment or decree (including foreign, federal and state securities laws and regulations and the rules and regulations of the OTCQX market (the "**Principal Market**") and including all applicable foreign, federal and state laws, rules and regulations) applicable to the Company or any of its Subsidiaries or by which any property or asset of the Company or any of its Subsidiaries is bound or affected, assuming, with respect to subsections (ii) and (iii), the making and receipt of the Required Filings and Approvals.

(e) Consents. Other than the Required Filings and Approvals, neither the Company nor any Guarantor is required to obtain any consent from, authorization or order of, or make any filing or registration with, any court, governmental agency or any regulatory or self-regulatory agency or any other Person in order for it to execute, deliver or perform any of its obligations under or contemplated by the Transaction Documents, in each case, in accordance with the terms hereof or thereof. Other than the Required Filings and Approvals, all consents, authorizations, orders, filings and registrations which the Company or any of the Guarantors is required to obtain pursuant to the preceding sentence have been obtained or effected on or prior to the Closing (or in the case of filings detailed above, will be made timely after the Closing), and the Company and the Guarantors are unaware of any facts or circumstances which might prevent the Company or any of the Guarantors from obtaining or effecting any of the registration, application or filings contemplated by the Transaction Documents. The Company is not in violation of the listing requirements of the Principal Market and has no knowledge of any facts or circumstances which would reasonably lead to the suspension of quotation of the Common Stock on the Principal Market in the foreseeable future. The issuance by the Company of the Securities shall not have the effect of suspending of quotation of the Common Stock on the Principal Market.

(f) Acknowledgment Regarding Buyers' Purchase of Securities. The Company acknowledges and agrees that each Buyer is acting solely in the capacity of an arm's length purchaser with respect to the Transaction Documents and the transactions contemplated hereby and thereby and that, except as set forth in Schedule 3(f), each Buyer is not (i) an officer or director of the Company or any of its Subsidiaries, (ii) an "affiliate" of the Company or any of its Subsidiaries (as defined in Rule 144), if any, or (iii) to the Company's Knowledge, a "beneficial owner" of more than 10% of the Common Stock (as defined for purposes of Rule 13d-3 of the Securities Exchange Act of 1934, as amended (the "**1934 Act**")). The Company further acknowledges that, except as set forth in Schedule 3(f), each Buyer is not acting as a financial advisor or fiduciary of the Company or any of its Subsidiaries (or in any similar capacity), if any, with respect to the Transaction Documents and the transactions contemplated hereby and thereby, and any advice given by the Buyers or any of its representatives or agents in connection with the Transaction Documents and the transactions contemplated hereby and thereby is merely incidental to the Buyers' purchase of the Securities. The Company further represents to the Buyers that the

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Company's decision to enter into the Transaction Documents has been based solely on the independent evaluation by the Company and its representatives.

(g) No General Solicitation; Placement Agent Fees. Neither the Company, nor any of its Subsidiaries or affiliates, nor any Person acting on its or their behalf, has engaged in any form of general solicitation or general advertising (within the meaning of Regulation D) in connection with the offer or sale of the Securities. The Company shall be responsible for the payment of any placement agent's fees, financial advisory fees, or brokers' commissions (other than for Persons engaged by any Buyer or its investment advisor) relating to or arising out of the transactions contemplated hereby, including placement agent fees payable to the Benchmark Company LLC, as placement agent (the "**Placement Agent**"), in connection with the sale of the Securities. The fees and expenses of the Placement Agent to be paid by the Company or any of its Subsidiaries are as set forth in Schedule 3(g). The Company shall pay, and hold each Buyer harmless against, any liability, loss or expense (including attorney's fees and out-of-pocket expenses) arising in connection with any such claim. The Company acknowledges that it has engaged the Placement Agent in connection with the sale of the Securities. Other than the Placement Agent, neither the Company nor any of its Subsidiaries has engaged any placement agent or other agent in connection with the offer or sale of the Securities.

(h) No Integrated Offering. None of the Company, its Subsidiaries or any of their affiliates, nor any Person acting on their behalf has, directly or indirectly, made any offers or sales of any security or solicited any offers to buy any security, under circumstances that would require registration of the issuance of any of the Securities under the 1933 Act, whether through integration with prior offerings or otherwise, or caused this offering of the Securities to require approval of stockholders of the Company for purposes of the 1933 Act or under any applicable stockholder approval provisions, including under the rules and regulations of any exchange or automated quotation system on which any of the securities of the Company are listed or designated for quotation. None of the Company, its Subsidiaries, any of their affiliates nor any Person acting on their behalf will take any action or steps that would require registration of the issuance of any of the Securities under the 1933 Act.

(i) Application of Takeover Protections; Rights Agreement. The Company and its Board of Directors have taken all necessary action, if any, in order to render inapplicable any control share acquisition, interested stockholder, business combination, poison pill (including any distribution under a rights agreement) or other similar anti-takeover provision under the Articles of Incorporation, Bylaws or other organizational documents or the laws of the jurisdiction of its formation which is or could become applicable to the Buyers as a result of the transactions contemplated by this Agreement, including the Company's issuance of the Securities and the Buyers' ownership of the Securities. The Company and its Board of Directors have taken all necessary action, if any, in order to render inapplicable any stockholder rights plan or similar arrangement relating to accumulations of beneficial ownership of shares of Common Stock or a change in control of the Company or any of its Subsidiaries.

(j) SEC Documents; Financial Statements. Except as disclosed in Schedule 3(j), during the two years prior to the date hereof, the Company has timely filed all reports, schedules, forms, statements and other documents required to be filed by it with the SEC pursuant to the reporting requirements of the 1934 Act (all of the foregoing filed prior to the date hereof or prior to the Closing, and all exhibits included therein and financial statements, notes and schedules thereto and documents incorporated by reference therein being hereinafter referred to as the "**SEC Documents**"). The Company has delivered to each Buyer or its representatives, upon request, true, correct and complete copies of the SEC Documents not available on the EDGAR system. As of their respective filing dates, the SEC Documents complied in all material respects with the requirements of the 1934 Act applicable to the Company and the rules and regulations of the SEC promulgated thereunder applicable to the SEC Documents, and none of the SEC Documents, at the time they were filed with the SEC, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. As of their respective filing dates, the financial statements of the Company included in the SEC Documents (the "**Financial Statements**") complied as to form in all material respects with applicable accounting requirements and the published rules and regulations of the SEC with respect thereto. Such financial statements have been prepared in accordance with U.S. generally accepted accounting principles ("**GAAP**"), consistently applied during the periods involved (except in the case of unaudited interim statements, to the extent they may exclude footnotes or may be condensed or summary statements) and fairly present in all material respects the financial position of the Company and its Subsidiaries, as of the dates thereof and the results of its operations and cash flows for the periods then ended (subject, in the case of unaudited statements, to normal year-end audit adjustments which will not be material, either individually or in the aggregate). The Company is not currently contemplating to amend or restate any of the Financial Statements, nor is the Company currently aware of facts or circumstances which would require the Company to amend or restate any of the Financial Statements, in each case, in order for

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any of the Financial Statements to be in material compliance with GAAP and the rules and regulations of the SEC. The Company has not been informed by its independent accountants that they recommend that the Company amend or restate any of the Financial Statements or that there is any need for the Company to amend or restate any of the Financial Statements.

(k) Absence of Certain Changes. Since the date of the Company's most recent audited financial statements contained in a Form 10-K, there has been no Material Adverse Effect. Except as disclosed in Schedule 3(k), since the date of the Company's most recent audited financial statements contained in a Form 10-K, neither the Company nor any of its Subsidiaries has (i) declared or paid any dividends, (ii) sold any assets, individually or in the aggregate, in excess of $100,000 outside of the ordinary course of business or (iii) had capital expenditures, individually or in the aggregate, in excess of $100,000. Neither the Company nor any of its Subsidiaries has taken any steps to seek protection pursuant to any law or statute relating to bankruptcy, insolvency, reorganization, receivership, liquidation or winding up, nor to the Company's Knowledge does the Company or any Subsidiary believe that any of their respective creditors intend to initiate involuntary bankruptcy proceedings or any actual knowledge of any fact which would reasonably lead a creditor to do so. The Company and its Subsidiaries as a whole are not, as of the date hereof, and after giving effect to the transactions contemplated hereby to occur at the Closing, will not be Insolvent (as defined below). For purposes of this Section 3(k), "**Insolvent**" means, with respect to any Person, (w) the present fair saleable value of such Person's assets is less than the amount required to pay such Person's total Indebtedness (as defined in Section 3(q)), (x) such Person is unable to pay its debts and liabilities, subordinated, contingent or otherwise, as such debts and liabilities become absolute and matured, (y) such Person intends to incur or believes that it will incur debts that would be beyond its ability to pay as such debts mature or (z) such Person has unreasonably small capital with which to conduct the business in which it is engaged as such business is now conducted and is proposed to be conducted.

(l) No Undisclosed Events, Liabilities, Developments or Circumstances. Since the date of the Company's most recent audited financial statements contained in a Form 10-K, no event, liability, development or circumstance has occurred or exists, or is contemplated to occur with respect to the Company, its Subsidiaries, or their respective business, properties, prospects, operations or financial condition, that would constitute a Material Adverse Effect.

(m) Conduct of Business; Regulatory Permits. Neither the Company nor any of its Subsidiaries is in violation of any term of or in default under its Articles of Incorporation, any certificate of designation, preferences or rights of any other outstanding series of preferred stock of the Company or any of its Subsidiaries or Bylaws or their organizational charter, certificate of formation or certificate of incorporation or bylaws, respectively. The Company and each of its Subsidiaries have been in material compliance with all Applicable Laws (as defined below) since the incorporation of the Company and will continue to operate in compliance with all Applicable Laws. "**Applicable Law**" means applicable provisions of federal, state or local law (including common law), statute, rule, regulation, order, permit, judgment, injunction, decree or other decision of any court or other tribunal or governmental authority legally binding on the Company, its properties, its Subsidiaries, or their properties, including applicable state or local laws with respect to cannabis, all as may be amended, but excluding the Controlled Substances Act (21 U.S.C. §801, *et. seq.*) federal law that prohibits the cultivation, processing, transportation, sale or possession of Cannabis or parts of Cannabis including particular cannabinoids, the sale or possession of cannabis paraphernalia, or advertising the sale of Cannabis, products containing Cannabis, or Cannabis paraphernalia. "**Cannabis**" means a plant in the genus *Cannabis* including *Cannabis sativa, Cannabis indica, Cannabis ruderalis*, and all subspecies, hybrids, or yet to be discovered subspecies and hybrids, and including the federal law definitions of Marijuana. "**Marijuana**" means any material, compound, derivative, mixture, product or preparation that contains any quantity of the substances listed on Schedule 1 of the Controlled Substances Act or in its implementing regulations, including 21 C.F.R. § 1308.11, 21 U.S.C. § 802(6) as "Marijuana" or "Tetrahydrocannabinols," except Hemp, as defined in 7 U.S.C. § 1639o and except Cannabis Plant Materials defined in 21 C.F.R. 1308.35 or which contains any of their salts, isomers and salts of isomers, or any derivative or mixture thereof or any synthetic equivalent or which would be a "controlled substance analogue" manufactured, formulated, sold, distributed, or marketed with the intent to avoid the provisions of existing drug laws as defined under 21 U.S.C. § 813. The Company and each of its Subsidiaries possess all material certificates, authorizations and permits issued by the appropriate foreign, federal or state regulatory authorities necessary to conduct their respective businesses. All such certificates, authorizations and permits are valid and in full force and effect. During the period since the Company's Common Stock was designated for quotation on the Principal Market, (i) the Common Stock has been designated for quotation on the Principal Market, (ii) trading in the Common Stock has not been suspended by the SEC or the Principal Market and (iii) the Company has received no communication, written or oral, from the SEC or the Principal Market regarding the suspension of quotation of the Common Stock on the Principal Market.

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(n) Sarbanes-Oxley Act. The Company is in compliance with any and all applicable requirements of the Sarbanes-Oxley Act of 2002, as amended, that are effective as of the date hereof, and any and all applicable rules and regulations promulgated by the SEC thereunder that are effective as of the date hereof.

(o) Transactions With Affiliates. Except as set forth in Schedule 3(o), none of the current officers, directors or employees (including any family member or affiliate thereof) of the Company or any of its Subsidiaries is presently a party to (or has previously been a party to) any transaction with the Company or any of its Subsidiaries (other than for ordinary course services as employees, officers or directors), including any contract, agreement or other arrangement providing for the furnishing of goods or services to or by, providing for rental of real or personal property to or from, or otherwise requiring payments to or from any such officer, director or employee or, to the Company's Knowledge, any corporation, partnership, trust or other Person in which any such officer, director, or employee (or family member or affiliate thereof) has a substantial interest or is an employee, officer, director, trustee or partner.

(p) Equity Capitalization. As of the date hereof, the authorized capital stock of the Company consists of (i) 250,000,000 shares of Common Stock, of which as of the date hereof, 44,400,852 are issued and outstanding, 18,500,000 shares are reserved for issuance pursuant to the Company's stock option and purchase plans and 94,253,270 shares are reserved for issuance pursuant to securities (other than the aforementioned options and the Notes) exercisable or exchangeable for, or convertible into, Common Stock and (ii) 10,000,000 shares of preferred stock, par value $0.001 per share, 110,000 of which are designated and 82,838 or which are issued and outstanding. 517,044 shares of Common Stock are held in treasury. All of such outstanding shares are duly authorized, validly issued and are fully paid and nonassessable. 9,664,080 shares of the Company's issued and outstanding Common Stock on the date hereof are as of the date hereof owned by Persons who are "affiliates" (as defined in Rule 405 of the 1933 Act) of the Company or any of its Subsidiaries. (i) Except as disclosed in Schedule 3(p), none of the Company's or any Subsidiary's capital stock is subject to preemptive rights or any other similar rights or any liens or encumbrances suffered or permitted by the Company or any Subsidiary; (ii) except as disclosed in Schedule 3(p), there are no outstanding options, warrants, scrip, rights to subscribe to, calls or commitments of any character whatsoever relating to, or securities or rights convertible into, or exercisable or exchangeable for, any capital stock of the Company or any of its Subsidiaries, or contracts, commitments, understandings or arrangements by which the Company or any of its Subsidiaries, is or may become bound to issue additional capital stock of the Company or any of its Subsidiaries, or options, warrants, scrip, rights to subscribe to, calls or commitments of any character whatsoever relating to, or securities or rights convertible into, or exercisable or exchangeable for, any capital stock of the Company or any of its Subsidiaries; (iii) except as disclosed in Schedule 3(p), there are no outstanding debt securities, notes, credit agreements, credit facilities or other agreements, documents or instruments evidencing Indebtedness of the Company or any of its Subsidiaries, or by which the Company or any of its Subsidiaries, is or may become bound; (iv) except as disclosed in Schedule 3(p), there are no financing statements securing obligations in any amounts filed in connection with the Company or any of its Subsidiaries; (v) except as disclosed in Schedule 3(p), there are no agreements or arrangements (other than as set forth herein) under which the Company or any of its Subsidiaries, is obligated to register the sale of any of their securities under the 1933 Act; (vi) except as disclosed in Schedule 3(p), there are no outstanding securities or instruments of the Company or any of its Subsidiaries, which contain any redemption or similar provisions, and there are no contracts, commitments, understandings or arrangements by which the Company or any of its Subsidiaries is or may become bound to redeem a security of the Company or any of its Subsidiaries; (vii) there are no securities or instruments containing anti-dilution or similar provisions that will be triggered by the issuance of the Underlying Shares; (viii) except as disclosed in Schedule 3(p), neither the Company nor any Subsidiary, if any, has any stock appreciation rights or "phantom stock" plans or agreements or any similar plan or agreement; and (ix) neither the Company nor any of its Subsidiaries have any material non-public information, including any material liabilities or obligations, that are required to be disclosed in the SEC Documents which are not so disclosed in the SEC Documents. True, correct and complete copies of the Company's articles of incorporation, as amended and as in effect on the date hereof (the "**Articles of Incorporation**"), and the Company's bylaws, as amended and as in effect on the date hereof (the "**Bylaws**"), and the terms of all securities convertible into, or exercisable or exchangeable for, Common Stock and the material rights of the holders thereof in respect thereto have heretofore been filed as part of the SEC Documents. Except as set forth in Schedule 3(p), each outstanding stock option granted by the Company was granted (x) in accordance with the terms of the applicable stock option plan of the Company and (y) with an exercise price at least equal to the fair market value of the Common Stock on the date such stock option would be considered granted under GAAP and Applicable Law. To the Company's Knowledge, no stock option granted under the Company's stock option plan has been backdated. To the Company's Knowledge, the Company has not granted, and there is no and has been no policy or practice of the Company to grant, stock options prior to, or otherwise coordinate the grant of stock options with, the release or other public announcement of material information regarding the Company or its Subsidiaries or their financial results or prospects.

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(q) Indebtedness and Other Contracts. Neither the Company nor any of its Subsidiaries, (i) except as disclosed in Schedule 3(q), has any outstanding Indebtedness (as defined below), (ii) except as disclosed in the SEC Documents and in Schedule 3(q), is a party to any material definitive agreement (as defined in Item 1.01(b) of the Current Report on Form 8-K), or (iii) neither the Company nor any Subsidiary, nor any other party to a material definitive agreement (as defined in Item 1.01(b) of the Current Report on Form 8-K) is in material violation of any term of, or in default under, such material definitive agreement, including any material definitive agreement relating to any Indebtedness. For purposes of this Agreement: (x) "**Indebtedness**" of any Person means, without duplication (A) all indebtedness for borrowed money, (B) all obligations issued, undertaken or assumed as the deferred purchase price of property or services (including "capital leases" in accordance with GAAP, consistently applied during the periods involved) (other than trade payables entered into in the ordinary course of business consistent with past practice), (C) all reimbursement or payment obligations with respect to letters of credit, surety bonds and other similar instruments, (D) all obligations evidenced by notes, bonds, debentures or similar instruments, including obligations so evidenced incurred in connection with the acquisition of property, assets or businesses, (E) all indebtedness created or arising under any conditional sale or other title retention agreement, or incurred as financing, in either case with respect to any property or assets acquired with the proceeds of such indebtedness (even though the rights and remedies of the seller or bank under such agreement in the event of default are limited to repossession or sale of such property), (F) all monetary obligations under any leasing or similar arrangement which, in connection with GAAP, consistently applied for the periods covered thereby, is classified as a capital lease, (G) all indebtedness referred to in clauses (A) through (F) above secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any mortgage, claim, lien, tax, right of first refusal, pledge, charge, security interest or other encumbrance upon or in any property or assets (including accounts and contract rights) owned by any Person, even though the Person which owns such assets or property has not assumed or become liable for the payment of such indebtedness, and (H) all Contingent Obligations in respect of indebtedness or obligations of others of the kinds referred to in clauses (A) through (G) above; and (y) "**Contingent Obligation**" means, as to any Person, any direct or indirect liability, contingent or otherwise, of that Person with respect to any indebtedness, capital lease, dividend or other obligation of another Person if the primary purpose or intent of the Person incurring such liability, or the primary effect thereof, is to provide assurance to the obligee of such liability that such liability will be paid or discharged, or that any agreements relating thereto will be complied with, or that the holders of such liability will be protected (in whole or in part) against loss with respect thereto.

(r) Absence of Litigation. Except as set forth in the SEC Documents, there is no material action, suit, proceeding, inquiry or investigation before or by the Principal Market or any court, public board, arbitrator, panel, government agency, self-regulatory organization or body pending, or, to the Company's Knowledge, threatened, against or affecting the Company or any of its Subsidiaries, or, to the Company's Knowledge, any of the Company's or its Subsidiaries' officers or directors, whether of a civil or criminal nature or otherwise, in their capacities as such. To the Company's Knowledge, no director, officer or employee of the Company or any of its Subsidiaries has willfully violated 18 U.S.C. §1519 or engaged in spoliation in reasonable anticipation of litigation. Without limitation of the foregoing, there has not been, and to the Company's Knowledge, there is not pending, contemplated or anticipated, any inquiry or investigation by the SEC involving the Company, any of its Subsidiaries or any current or former director or officer of the Company or any of its Subsidiaries. The SEC has not issued any stop order or other order suspending the effectiveness of any registration statement filed by the Company under the 1933 Act or the 1934 Act. Neither the Company nor any of its Subsidiaries is subject to any order, writ, judgment, injunction, decree, determination or award of any governmental entity.

(s) Tax Status. The Company and each of its Subsidiaries (i) has timely made or filed all material foreign, federal and state income and all other tax returns, reports and declarations required by any jurisdiction to which it is subject, (ii) has timely paid all taxes and other governmental assessments and charges that are material in amount, shown or determined to be due on such returns, reports and declarations, except those being contested in good faith and (iii) has set aside on its books adequate reserves for the payment of all unpaid taxes. There are no unpaid taxes in any material amount claimed to be due by the taxing authority of any jurisdiction, except for those being contested in good faith, and the officers of the Company and its Subsidiaries know of no basis for any such claim.

(t) Internal Accounting and Disclosure Controls. The Company and each of its Subsidiaries, maintain a system of internal accounting controls sufficient to provide reasonable assurance that (i) transactions are executed in accordance with management's general or specific authorizations, (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with GAAP, consistently applied during the periods involved, and Applicable Law, and to maintain asset and liability accountability, (iii) access to assets or incurrence of liabilities is permitted only in accordance with management's general or specific authorization and (iv) the recorded accountability for assets and liabilities is compared with the existing assets and liabilities at reasonable intervals and appropriate action is taken with respect to any difference. The Company maintains disclosure controls and procedures (as such term is defined in Rule 13a-15 under the 1934 Act) that are effective in ensuring that information required to be disclosed by the

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Company in the reports that it files or submits under the 1934 Act is recorded, processed, summarized and reported, within the time periods specified in the rules and forms of the SEC, including controls and procedures designed to ensure that information required to be disclosed by the Company in the reports that it files or submits under the 1934 Act is accumulated and communicated to the Company's management, including its principal executive officer or officers and its principal financial officer or officers, as appropriate, to allow timely decisions regarding required disclosure. During the twelve months prior to the date hereof neither the Company nor any of its Subsidiaries, has received any written notice or correspondence from any accountant relating to any material weakness in any part of the system of internal accounting controls of the Company or any of its Subsidiaries.

(u) Off Balance Sheet Arrangements. There is no transaction, arrangement, or other relationship between the Company or any of its Subsidiaries and an unconsolidated or other off balance sheet entity that is required to be disclosed by the Company in its 1934 Act filings and is not so disclosed or that otherwise has had or would be reasonably likely to have a Material Adverse Effect.

(v) Investment Company Status. Neither the Company nor any of its Subsidiaries, is, and upon consummation of the sale of the Securities, and for so long as the Buyers hold any Securities, will not be, an "investment company," an affiliate of an "investment company," a company controlled by an "investment company" or an "affiliated person" of, or "promoter" or "principal underwriter" for, an "investment company" as such terms are defined in the Investment Company Act of 1940, as amended.

(w) Acknowledgement Regarding Buyers' Trading Activity. The Company acknowledges and agrees that, except as otherwise set forth herein or in any other Transaction Document, (i) the Buyers have not been asked to agree, nor have the Buyers agreed, to desist from purchasing or selling, long and/or short, securities of the Company, or "derivative" securities based on securities issued by the Company or to hold the Securities for any specified term; (ii) the Buyers, and counter-parties in "derivative" transactions to which any Buyer is a party, directly or indirectly, presently may have a "short" position in the Common Stock; (iii) the Buyers shall not be deemed to have any affiliation with or control over any arm's length counter-party in any "derivative" transaction; and (iv) each Buyer may rely on the Company's obligation to timely deliver shares of Common Stock as and when required pursuant to the Transaction Documents for purposes of effecting trading in the Common Stock of the Company. The Company further understands and acknowledges that (a) the Buyers may engage in hedging and/or trading activities at various times during the period that the Securities are outstanding, and (b) such hedging and/or trading activities, if any, can reduce the value of the existing stockholders' equity interest in the Company both at and after the time the hedging and/or trading activities are being conducted. The Company acknowledges that such aforementioned hedging and/or trading activities do not constitute a breach of this Agreement or any of the documents executed in connection herewith.

(x) Manipulation of Price. The Company has not, and, to the Company's Knowledge, no one acting on its behalf has, (i) taken, directly or indirectly, any action designed to cause or to result, or that could reasonably be expected to cause or result, in the stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of any of the Securities, (ii) sold, bid for, purchased, or paid any compensation for soliciting purchases of, any of the Securities (other than to placement agents), (iii) paid or agreed to pay to any person any compensation for soliciting another to purchase any other securities of the Company, or (iv) paid or agreed to pay any Person for research services with respect to any securities of the Company or any of its Subsidiaries.

(y) Shell Company Status. The Company is not, and has never been, an issuer identified in, or subject to, Rule 144(i)(1) of the 1933 Act.

(z) Compliance with Anti-Money Laundering Laws. Other than as a result of non-compliance with the Controlled Substances Act (21 U.S.C. §801, *et. seq.*) that prohibits the cultivation, processing, transportation, sale or possession of Cannabis or parts of Cannabis including particular cannabinoids, the sale or possession of Cannabis paraphernalia, or advertising the sale of Cannabis, products containing Cannabis, or Cannabis paraphernalia, the operations of the Company and its Subsidiaries are and have been conducted at all times in compliance with applicable financial recordkeeping and reporting requirements and all other applicable U.S. and non-U.S. Anti-Money Laundering Laws, and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or any of its Subsidiaries with respect to the Anti-Money Laundering Laws is pending or, to the Company's Knowledge, threatened.

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(aa) Sanctions. Neither the Company nor any of its Subsidiaries, nor any director, officer, employee, agent, affiliate or other person associated with or acting on behalf of the Company or any of its Subsidiaries or affiliates is, or is directly or indirectly owned or controlled by, a Blocked Person or a Person that is currently the subject or the target of any sanctions under Sanctions Laws; neither the Company, any of its Subsidiaries, nor any director, officer, employee, agent, affiliate or other person associated with or acting on behalf of the Company or any of its Subsidiaries or affiliates, is located, organized or resident in a Sanctioned Country; the Company maintains in effect and enforces policies and procedures designed to ensure compliance by the Company and its Subsidiaries with applicable Sanctions Laws; neither the Company, any of its Subsidiaries, nor any director, officer, employee, agent, affiliate or other person associated with or acting on behalf of the Company or any of its Subsidiaries or affiliates, acting in any capacity in connection with the operations of the Company, conducts any business with or for the benefit of any Blocked Person or engages in making or receiving any contribution of funds, goods or services to, from or for the benefit of any Blocked Person, or deals in, or otherwise engages in any transaction relating to, any property or interests in property blocked or subject to blocking pursuant to any applicable Sanctions Laws; no action of the Company or any of its Subsidiaries in connection with (i) the execution, delivery and performance of this Agreement and the other Transaction Documents, (ii) the issuance and sale of the Securities, or (iii) the direct or indirect use of proceeds from the Securities or the consummation of any other transaction contemplated hereby or by the other Transaction Documents or the fulfillment of the terms hereof or thereof, will result in the proceeds of the transactions contemplated hereby and by the other Transaction Documents being used, or loaned, contributed or otherwise made available, directly or indirectly, to any Subsidiary, joint venture partner or other person or entity, for the purpose of (i) unlawfully funding or facilitating any activities of or business with any person that, at the time of such funding or facilitation, is the subject or target of Sanctions Laws, (ii) unlawfully funding or facilitating any activities of or business in any Sanctioned Country or (iii) in any other manner that will result in a violation by any Person (including any Person participating in the transaction, whether as underwriter, advisor, investor or otherwise) of Sanctions Laws. For the past five years, the Company and its Subsidiaries have not knowingly engaged in and are not now knowingly engaged in any dealings or transactions with any person that at the time of the dealing or transaction is or was the subject or the target of Sanctions Laws or with any Sanctioned Country.

(bb) Anti-Bribery. Neither the Company nor any of the Subsidiaries has made any contribution or other payment to any official of, or candidate for, any federal, state or foreign office in violation of any law. Neither the Company, nor any of its Subsidiaries or affiliates, nor any director, officer, agent, employee or other person associated with or acting on behalf of the Company, or any of its Subsidiaries or affiliates, has (i) used any funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity, (ii) made any direct or indirect unlawful payment to any foreign or domestic government official or employee, to any employee or agent of a private entity with which the Company does or seeks to do business or to foreign or domestic political parties or campaigns, (iii) violated or is in violation of any provision of any Applicable Law implementing the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions or any applicable provision of the U.S. Foreign Corrupt Practices Act of 1977, as amended, the U.K. Bribery Act 2010, or any other similar law of any other jurisdiction in which the Company operates its business, including, in each case, the rules and regulations thereunder (the "**Anti-Bribery Laws**"), (iv) taken, is currently taking or will take any action in furtherance of an offer, payment, gift or anything else of value, directly or indirectly, to any person while knowing that all or some portion of the money or value will be offered, given or promised to anyone to improperly influence official action, to obtain or retain business or otherwise to secure any improper advantage or (v) otherwise made any offer, bribe, rebate, payoff, influence payment, unlawful kickback or other unlawful payment; the Company and each of its respective Subsidiaries has instituted and has maintained, and will continue to maintain, policies and procedures reasonably designed to promote and achieve compliance with the laws referred to in (iii) above and with this representation and warranty; none of the Company, nor any of its Subsidiaries or affiliates will directly or indirectly use the proceeds of the Securities or lend, contribute or otherwise make available such proceeds to any Subsidiary, affiliate, joint venture partner or other person or entity for the purpose of financing or facilitating any activity that would violate the laws and regulations referred to in (iii) above; there are, and have been, no allegations, investigations or inquiries with regard to a potential violation of any Anti-Bribery Laws by the Company, its Subsidiaries or affiliates, or any of their respective current or former directors, officers, employees, stockholders, representatives or agents, or other persons acting or purporting to act on their behalf.

(cc) No Additional Agreements. The Company does not have any agreement or understanding with any Buyer with respect to the transactions contemplated by the Transaction Documents.

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(dd) Disclosure. All disclosure provided to the Buyers regarding the Company and its Subsidiaries, their businesses and the transactions contemplated hereby, including the schedules to this Agreement, furnished by or on behalf of the Company or any of its Subsidiaries, is true and correct and does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading. All of the written information furnished after the date hereof by or on behalf of the Company or any of its Subsidiaries, to the Buyers pursuant to or in connection with this Agreement and the other Transaction Documents, taken as a whole, will be true and correct in all material respects as of the date on which such information is so provided and will not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in the light of the circumstances under which they are made, not misleading. Each press release issued by the Company or any of its Subsidiaries, during the twelve months preceding the date of this Agreement did not at the time of release contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. No event or circumstance has occurred or information exists with respect to the Company or any of its Subsidiaries, or its or their business, properties, liabilities, prospects, operations (including results thereof) or conditions (financial or otherwise), which, under Applicable Law, requires public disclosure at or before the date hereof or announcement by the Company but which has not been so publicly disclosed. The Company understands and confirms that each of the Buyers will rely on the foregoing representations in effecting the transactions of securities of the Company. The Company acknowledges and agrees that the Buyers do not make and have not made any representations or warranties with respect to the transactions contemplated hereby other than those specifically set forth in Section 2.

(ee) No Disqualification Events. With respect to Securities to be offered and sold hereunder in reliance on Rule 506(b) under the 1933 Act, none of the Company, any of its predecessors, any affiliated issuer, any director, executive officer, other officer of the Company participating in the offering hereunder, any beneficial owner of 20% or more of the Company's outstanding voting equity securities, calculated on the basis of voting power, nor any promoter (as that term is defined in Rule 405 under the 1933 Act) connected with the Company in any capacity at the time of sale (each, an "**Issuer Covered Person**" and, together, "**Issuer Covered Persons**") is subject to any Disqualification Event, except for a Disqualification Event covered by Rule 506(d)(2) or (d)(3). The Company has exercised reasonable care to determine whether any Issuer Covered Person is subject to a Disqualification Event. The Company has complied, to the extent applicable, with its disclosure obligations under Rule 506(e), and has furnished to the Buyers a copy of any disclosures provided thereunder.

(ff) Other Covered Persons. Except as set forth on Schedule 3(ff), the Company is not aware of any Person that has been or will be paid (directly or indirectly) remuneration for solicitation of Buyers or potential purchasers in connection with the sale of the Securities.

(gg) Intellectual Property Rights. The Company and its Subsidiaries own or possess adequate rights or licenses to use all trademarks, trade names, service marks, service mark registrations, service names, original works of authorship, patents, patent rights, copyrights, inventions, licenses, approvals, governmental authorizations, trade secrets and other intellectual property rights and all applications and registrations therefor ("**Intellectual Property Rights**") necessary to conduct their respective businesses as now conducted. To the Company's Knowledge, there is not any infringement by the Company or its Subsidiaries of Intellectual Property Rights of others. There is no claim, action or proceeding being made or brought, or to the Company's Knowledge, being threatened, against the Company or any of its Subsidiaries regarding its Intellectual Property Rights, except where such claim, action or proceeding is not reasonably likely to result in a Material Adverse Effect. Neither the Company nor any of its Subsidiaries has received any written notice alleging any such infringement or claim, action or proceeding.

(hh) Title. Each of the Company and its Subsidiaries holds good title to, or a valid leasehold interests in, all real property, leases in real property, facilities or other interests in real property owned or held by the Company or any of its Subsidiaries that is material to the business of the Company (the "**Real Property**"). Except as set forth on Schedule 3(hh), the Real Property is free and clear of all Liens and is not subject to any rights of way, building use restrictions, exceptions, variances, reservations, or limitations of any nature except for (a) Liens for current taxes not yet due and payable, (b) zoning laws and other land use restrictions that do not impair the present or anticipated use of the property subject thereto and (c) those that are not likely to result in a Material Adverse Effect. Any Real Property held under lease by the Company or any of its Subsidiaries are held by them under valid, subsisting and enforceable leases with such exceptions as are not material and do not interfere in any material respect with the use made and proposed to be made of such property and buildings by the Company or any of its Subsidiaries.

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(ii) Fixtures and Equipment. Each of the Company and its Subsidiaries (as applicable) has good title to, or a valid leasehold interest in, all material tangible personal property, equipment, improvements, fixtures, and other personal property and appurtenances that are used by the Company or its Subsidiary in connection with the conduct of its business (the "**Fixtures and Equipment**"). Each of the Company's and its Subsidiary's Fixtures and Equipment are structurally sound, are in good operating condition and repair, are adequate for the uses to which they are being put, are not in need of maintenance or repairs except for ordinary, routine maintenance and repairs and are sufficient for the conduct of the Company's and/or its Subsidiaries' businesses (as applicable) in the manner as conducted prior to the Closing. Except as set forth on Schedule 3(ii), each of the Company and its Subsidiaries owns all of its Fixtures and Equipment free and clear of all Liens except for (i) Liens for current taxes not yet due and payable, and (ii) Liens that do not impair the present or anticipated use of the property subject thereto.

(jj) Environmental Laws.

(i) The Company and its Subsidiaries (A) are in compliance with any and all Environmental Laws (as defined below), other than those that are not likely to result in a Material Adverse Effect, (B) have received all permits, licenses or other approvals required of them under applicable Environmental Laws to conduct their respective businesses and (C) are in compliance with all terms and conditions of any such permit, license or approval where, except in each of the foregoing clauses (A), (B) and (C), where the failure to so comply or having such permits, licenses or other approval would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. The term "**Environmental Laws**" means all federal, state, local or foreign laws relating to pollution or protection of human health or the environment (including ambient air, surface water, groundwater, land surface or subsurface strata), including laws relating to emissions, discharges, releases or threatened releases of chemicals, pollutants, contaminants, or toxic or hazardous substances or wastes (collectively, "**Hazardous Materials**") into the environment, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials, as well as all authorizations, codes, decrees, demands or demand letters, injunctions, judgments, licenses, notices or notice letters, orders, permits, plans or regulations issued, entered, promulgated or approved thereunder.

(ii) No Hazardous Materials:

(1) to the Company's Knowledge, have been disposed of or otherwise released by the Company or any of its Subsidiaries from any Real Property of the Company or any of its Subsidiaries in violation of any Environmental Laws; or

(2) to the Company's Knowledge, are present on, over, beneath, in or upon any Real Property or any portion thereof in quantities that would constitute a violation of any Environmental Laws. To the Company's Knowledge, no prior use by the Company or any of its Subsidiaries of any Real Property has occurred that violates any Environmental Laws, which violation would have a Material Adverse Effect.

(iii) To the Company's Knowledge, neither the Company nor any of its Subsidiaries knows of any other person who or entity which has stored, treated, recycled, disposed of or otherwise located on any Real Property any Hazardous Materials, including such substances as asbestos and polychlorinated biphenyls.

(iv) To the Company's Knowledge, none of the Real Property is on any federal or state "Superfund" list or Liability Information System ("**CERCLIS**") list or any state environmental agency list of sites under consideration for CERCLIS, nor subject to any environmental related Liens.

(kk) Management. During the past five year period, to the Company's Knowledge, no current named executive officer (as defined in Item 402 of Regulation S-K) or director has been the subject of:

(i) a petition under bankruptcy laws or any other insolvency or moratorium law or the appointment by a court of a receiver, fiscal agent or similar officer for such Person, or any partnership in which such person was a general partner, or any corporation or business association of which such person was an executive officer;

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(ii) a conviction in a criminal proceeding or a named subject of a pending criminal proceeding (excluding traffic violations that do not relate to driving while intoxicated or driving under the influence);

(iii) any order, judgment or decree, not subsequently reversed, suspended or vacated, of any court of competent jurisdiction, permanently or temporarily enjoining any such person from, or otherwise limiting, the following activities:

(1) Acting as a futures commission merchant, introducing broker, commodity trading advisor, commodity pool operator, floor broker, leverage transaction merchant, any other person regulated by the United States Commodity Futures Trading Commission or an associated person of any of the foregoing, or as an investment adviser, underwriter, broker or dealer in securities, or as an affiliated person, director or employee of any investment company, bank, savings and loan association or insurance company, or engaging in or continuing any conduct or practice in connection with such activity;

(2) Engaging in any particular type of business practice; or

(3) Engaging in any activity in connection with the purchase or sale of any security or commodity or in connection with any violation of securities laws or commodities laws;

(iv) any order, judgment or decree, not subsequently reversed, suspended or vacated, of any authority barring, suspending or otherwise limiting for more than 60 days the right of any such person to engage in any activity described in the preceding sub paragraph, or to be associated with persons engaged in any such activity;

(v) a finding by a court of competent jurisdiction in a civil action or by the SEC or other authority to have violated any securities law, regulation or decree and the judgment in such civil action or finding by the SEC or any other authority has not been subsequently reversed, suspended or vacated; or

(vi) a finding by a court of competent jurisdiction in a civil action or by the Commodity Futures Trading Commission to have violated any federal commodities law, and the judgment in such civil action or finding has not been subsequently reversed, suspended or vacated.

(ll) Cybersecurity. The Company and its Subsidiaries' information technology assets and equipment, computers, systems, networks, hardware, software, websites, applications, and databases (collectively, "**IT Systems**") are adequate for, and operate and perform in all material respects as required in connection with the operation of the business of the Company and its Subsidiaries as currently conducted, free and clear of all material bugs, errors, defects, Trojan horses, time bombs, malware and other corruptants. The Company and its Subsidiaries have implemented and maintained commercially reasonable physical, technical and administrative controls, policies, procedures, and safeguards to maintain and protect their material confidential information and the integrity, continuous operation, redundancy and security of all IT Systems and data, including "Personal Data," used in connection with their businesses. "**Personal Data**" means (i) a natural person's name, street address, telephone number, e-mail address, photograph, social security number or tax identification number, driver's license number, passport number, credit card number, bank information, or customer or account number; and (ii) any other piece of information that allows the identification of such natural person, or his or her family, or permits the collection or analysis of any data related to an identified person's health or sexual orientation. To the Company's Knowledge, there have been no material breaches, violations, outages or unauthorized uses of or accesses to same, except for those that have been remedied without material cost or liability or the duty to notify any other person, nor any incidents under internal review or investigations relating to the same. The Company and its Subsidiaries are presently in material compliance with all applicable laws or statutes and all judgments, orders, rules and regulations of any court or arbitrator or governmental or regulatory authority, internal policies and contractual obligations relating to the privacy and security of IT Systems and Personal Data and to the protection of such IT Systems and Personal Data from unauthorized use, access, misappropriation or modification.

(mm) Compliance with Data Privacy Laws. The Company and its Subsidiaries are, and at all prior times were, in material compliance with all applicable state and federal data privacy and security laws and regulations (collectively, the "**Privacy Laws**"). To ensure compliance with the Privacy Laws, the Company and its Subsidiaries have in place, comply with, and take appropriate steps reasonably designed to ensure compliance in all material respects with their policies and procedures relating to data privacy and

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security and the collection, storage, use, disclosure, handling, and analysis of Personal Data (the "**Policies**"). The Company and its Subsidiaries have at all times made all disclosures to users or customers required by applicable laws and regulatory rules or requirements, and none of such disclosures made or contained in any Policy have, to the Company's Knowledge, been inaccurate or in violation of any applicable laws and regulatory rules or requirements in any material respect. To the Company's Knowledge, neither the Company nor any Subsidiary: (i) has received notice of any actual or potential liability under or relating to, or actual or potential violation of, any of the Privacy Laws, and has no knowledge of any event or condition that would reasonably be expected to result in any such notice; (ii) is currently conducting or paying for, in whole or in part, any investigation, remediation, or other corrective action pursuant to any Privacy Law; or (iii) is a party to any order, decree, or agreement that imposes any obligation or liability under any Privacy Law.

(nn) Transfer Taxes. All transfer, stamp, registration, court or documentary, recording, filing or other similar taxes (other than taxes imposed on or measured by net income (however denominated)) which are required to be paid by the Company in connection with the issuance and sale of the Notes to be sold to each Buyer hereunder will be, or will have been, fully paid or provided for by the Company, and all laws imposing such taxes will be or will have been complied with in all material respects.

(oo) Insurance. The Company and each of its Subsidiaries, if any, are insured by insurers of recognized financial responsibility against such losses and risks and in such amounts as management of the Company believes to be prudent and customary in the businesses in which the Company and its Subsidiaries, if any, are engaged. Neither the Company nor any such Subsidiary, if any, has been refused any insurance coverage sought or applied for and, to the Company's Knowledge, neither the Company nor any such Subsidiary, if any, has any reason to believe that it will be unable to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary to continue its business at a cost that would not have a Material Adverse Effect.

(pp) Employee Relations. Neither the Company nor any of its Subsidiaries is a party to any collective bargaining agreement or employs any member of a union. The Company and its Subsidiaries believe that their relations with their employees are good. No executive officer (as defined in Rule 501(f) promulgated under the 1933 Act) or other key employee of the Company or any of its Subsidiaries has notified the Company or any such Subsidiary that such officer intends to leave the Company or any such Subsidiary or otherwise terminate such officer's employment with the Company or any such Subsidiary. To the Company's Knowledge, no executive officer or other key employee of the Company or any of its Subsidiaries is, or is now expected to be, in violation of any material term of any employment contract, confidentiality, disclosure or proprietary information agreement, non- competition agreement, or any other contract or agreement or any restrictive covenant, and the continued employment of each such executive officer or other key employee (as the case may be) does not subject the Company or any of its Subsidiaries to any liability with respect to any of the foregoing matters. The Company and its Subsidiaries are in material compliance with all applicable federal, state, local and foreign laws and regulations respecting labor, employment and employment practices and benefits, terms and conditions of employment and wages and hours, except where failure to be in compliance would not, either individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect.

(qq) U.S. Real Property Holding Corporation. Neither the Company nor any of its Subsidiaries, if any, is, or has ever been, a U.S. real property holding corporation within the meaning of Section 897 of the Internal Revenue Code of 1986, as amended, and the Company and each Subsidiary shall so certify upon a Buyer's request.

(rr) No Disagreements with Accountants and Lawyers. There are no material disagreements of any kind presently existing, or reasonably anticipated by the Company to arise, between the Company and the accountants and lawyers formerly or presently employed by the Company and the Company is current with respect to any fees owed to its accountants and lawyers which could affect the Company's ability to perform any of its obligations under any of the Transaction Documents.

(ss) Ranking of Notes(tt). Except as set forth in Schedule 3(ss), no Indebtedness of the Company, at the Closing, will be senior to, or *pari passu* with, the Notes in right of payment, whether with respect to payment or redemptions, interest, damages, upon liquidation or dissolution or otherwise.

4. COVENANTS.

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(a) Commercially Reasonable Efforts. Each party hereto shall use commercially reasonable efforts to timely satisfy each of the conditions to be satisfied by it as provided in Sections 5 and 6. The Company shall use commercially reasonable efforts to timely satisfy each of the covenants hereunder and conditions to be satisfied by it.

(b) Form D and Blue Sky. The Company agrees to file a Form D with respect to the Securities as required under Regulation D and to provide a copy thereof to the Buyers promptly after such filing. The Company shall, on or before the Closing, take such action as the Company shall reasonably determine is necessary in order to obtain an exemption for or to qualify the Securities for sale to the Buyers at the Closing pursuant to this Agreement under applicable securities or "Blue Sky" laws of the states of the United States (or to obtain an exemption from such qualification), and shall provide evidence of any such action so taken to the Buyers on or prior to the Closing. The Company shall make all filings and reports relating to the offer and sale of the Securities required under applicable securities or "Blue Sky" laws of the states of the United States following the Closing.

(c) Reporting Status. Until the date on which no Buyer holds any Securities (the "**Reporting Period**"), the Company shall timely file all reports required to be filed with the SEC pursuant to the 1934 Act (reports filed in compliance with the time period specified in Rule 12b-25 promulgated under the 1934 Act or SEC or SEC staff issued relief shall be considered timely for this purpose), and the Company shall not terminate its status as an issuer required to file reports under the 1934 Act even if the 1934 Act or the rules and regulations thereunder would no longer require or otherwise permit such termination, and the Company shall take all actions necessary to maintain its eligibility to register the Underlying Shares for resale by the Buyers on Form S-1.

(d) Use of Proceeds. Subject to the term of the Indenture, the Company will use the proceeds from the sale of the Securities (less reasonable fees and expenses of counsel to the Company, the fees and expenses set forth in Section 4(g), and the reasonable fees and expenses of the Placement Agent) for the Company's M&A pipeline, the Company's growth initiatives, and the Company's general corporate purposes.

(e) Financial Information. The Company agrees to send the following to the Buyers that hold Securities during the Reporting Period (i) unless the following are filed with the SEC through EDGAR and are available to the public through the EDGAR system, within one Business Day after the filing thereof with the SEC, a copy of its Annual Reports on Form 10-K, any Quarterly Reports on Form 10-Q, any Current Reports on Form 8-K (or any analogous reports under the 1934 Act) and any registration statements (other than on Form S-8) or amendments filed pursuant to the 1933 Act, and (ii) copies of any notices and other information made available or given to the stockholders of the Company generally, contemporaneously with the making available or giving thereof to the stockholders. As used herein, "**Business Day**" means any day other than Saturday, Sunday or other day on which commercial banks in The City of New York are authorized or required by law to remain closed.

(f) Listing. The Company shall promptly secure the listing of all of the Underlying Shares upon each national securities exchange and automated quotation system, if any, upon which the Common Stock is then listed (subject to official notice of issuance) and shall maintain such listing of all Underlying Shares from time to time issuable under the terms of the Notes. For so long as any Buyer owns any Securities, (i) the Company shall maintain the authorization for quotation of the Common Stock on the Principal Market or The New York Stock Exchange, the NYSE American, the Nasdaq Global Market, the Nasdaq Global Select Market, the OTC Bulletin Board, or the OTCQB (or any successors to any of the foregoing) ("**Trading Market**"), and (ii) neither the Company nor any of its Subsidiaries shall take any action which would be reasonably expected to result in the suspension of quotation of the Common Stock on the Principal Market other than in connection with, as a result of or after listing of the Common Stock on another Trading Market. The Company shall use commercially reasonable efforts to list the Common Stock on the NEO Exchange within nine months after the issuance of the Notes. The Company shall pay all fees and expenses in connection with satisfying its obligations under this Section 4(f).

(g) Fees. The Company shall reimburse Kramer Levin Naftalis & Frankel LP, outside counsel to some of the Buyers ("**Outside Counsel**"), for all reasonable legal fees, in connection with Outside Counsel's structuring, documentation, negotiation and closing of the transactions contemplated by the Transaction Documents and due diligence and regulatory filings in connection therewith (the "**Transaction Expenses**"). The Company shall be responsible for the payment of any placement agent fees, financial advisory fees, or broker's commissions (other than those for Persons engaged by any Buyer) relating to or arising out of the transactions contemplated hereby, including any fees or commissions payable to placement agents, including any reasonable legal fees and expenses of such placement agents. The Company shall pay, and hold the Buyers harmless against, any liability, loss or expense (including reasonable attorney's fees and out-of-pocket expenses) arising in connection with any claim relating to any such payment. Except as otherwise set

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forth in the Transaction Documents, each party to this Agreement shall bear its own expenses in connection with the sale of the Securities to the Buyers.

(h) Disclosure of Transactions and Other Material Information. On or before 9:00 AM New York City time four Business Days after the date hereof, the Company shall (A) issue a press release disclosing all material terms of the transactions contemplated hereby and (B) file a Current Report on Form 8-K describing the terms of the transactions contemplated by the Transaction Documents in the form required by the 1934 Act and attaching the material Transaction Documents to the extent required by law (the "**8-K Filing**"). Subject to the foregoing, neither the Company nor its Subsidiaries nor the Buyers shall issue any press releases or any other public statements with respect to the transactions contemplated hereby; provided, however, that the Company shall be entitled, without the prior approval of the Buyers, to make any press release or other public disclosure with respect to such transactions (i) in substantial conformity with the 8-K Filing and contemporaneously therewith and (ii) as is required by Applicable Law. Except for any registration statement filed in accordance with this Agreement, the 8-K Filing and as required by Applicable Law and Trading Market regulations, without the prior written consent of a Buyer, neither the Company nor any of its Subsidiaries or affiliates shall disclose the name of such Buyer in any filing, announcement, release or otherwise.

(i) Notice of Disqualification Events. The Company will notify the Buyers in writing prior to the Closing of (i) any Disqualification Event relating to any Issuer Covered Person and (ii) any event that would, with the passage of time, become a Disqualification Event relating to any Issuer Covered Person.

(j) Compliance with Cannabis Law. The Company shall take all action to comply with state cannabis laws and regulations, including making all requisite filings under such laws and regulations as and when required.

(k) Registration Rights.

(i) Shelf Registration.

(1) Registration Requirement. The Company shall prepare and file a resale registration statement on Form S-3 under the Securities Act, or any similar federal statute, and the rules and regulations promulgated by the SEC thereunder (it being agreed that such registration statement shall be a registration statement filed for an offering to be made on a delayed or continuous basis pursuant to Rule 415 (or any successor rule)), including any post-effective amendment thereto, if then available to the Company, and if such Form S-3 is not then available to the Company, such resale registration statement shall be on Form S-1 or any similar or successor to such form under the Securities Act (the registration statement filed pursuant to this Section 4(k)(i)(1) being referred to as a "**Shelf Registration Statement**")) for the resale of all or part of the Registrable Securities no later than January 7, 2022. As used in this Agreement, "**Registrable Securities**" means the Underlying Shares; provided, however, that Registrable Securities shall not include Underlying Shares (a) when a registration statement with respect to the sale of such Underlying Shares has become effective under the Securities Act and such Underlying Shares have been disposed of in accordance with such registration statement; (b) that have been sold pursuant to Rule 144 or other exemption from registration under the Securities Act; (c) that have been otherwise transferred, new certificates for them not bearing a legend restricting further transfer shall have been delivered by the Company and subsequent public distribution of them shall not require registration or qualification of them under the Securities Act or any similar state law then in force; (d) that are eligible for sale pursuant to Rule 144 without volume or manner-of-sale restrictions and without the requirement for the Company to be in compliance with the current public information requirement under Rule 144(c)(1); (e) that are otherwise sold or transferred by a Holder in a transaction where its rights under this Agreement are not assigned; or (f) that have ceased to be outstanding.

(2) Effectiveness of the Registration Statement. The Company shall use reasonable efforts to cause the Shelf Registration Statement to be declared effective by the SEC staff as soon as practical, but in no event later than 90 days after the Closing (or, if subject to a review by the SEC staff, 120 days after the Closing). Thereafter, the Company shall use its best efforts to keep such Shelf Registration Statement continuously effective, including by filing any necessary post-effective amendments to such Shelf Registration Statement or a new Shelf Registration Statement, until the earlier of (x) the date on which all Registrable Securities have been sold pursuant to such Shelf Registration Statement or another Shelf Registration Statement filed under the Securities Act and (y) such time as the Registrable Securities no longer constitute

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Registrable Securities. A Holder shall provide notice to the Company prior to any use of the Shelf Registration Statement by such Holder, and shall provide the information required by, and comply with the obligations under Section 4(k)(iv) following the receipt of a Suspension Notice. Further, each Holder agrees to complete and execute all questionnaires and other documents reasonably required by the Company in order to prepare and file any Shelf Registration Statement.

(3) Priority and Cutback.

(a) The Buyers acknowledge that the Company has granted demand and piggyback registration rights to certain Persons other than the Buyers before the date hereof as set forth in Schedule 4(k)(i)(3) (each, a "**Priority Right Holder**"). If a Person other than a holder of Registrable Securities requests that the Company include shares of Common Stock held by such Person in a Shelf Registration Statement, then, to the extent required by the agreements set forth in Schedule 4(k)(i)(3) and each Priority Right Holder's request thereunder, the Company will include in such Shelf Registration Statement (unless otherwise agreed by such Person): (i) first, the shares of Common Stock requested to be included therein by Priority Right Holders allocated pro rata among all such Priority Right Holders on the basis of the number of shares of Common Stock held by them, or in such manner as they may otherwise agree, (ii) second, the shares of Common Stock requested to be included therein by holders of Registrable Securities allocated pro rata among all such holders on the basis of the number of Registrable Securities held by them, or in such manner as they may otherwise agree; and (iii) third, the shares of Common Stock requested to be included therein by other holders of Common Stock, allocated pro rata among all such holders on the basis of the number of Registrable Securities held by them, or in such manner as they may otherwise agree.

(b) Notwithstanding anything to the contrary contained in this Section 4(k), if the Company receives written comments from the SEC's staff, and following discussions with and responses to the SEC staff in which the Company uses commercially reasonable efforts to cause as many Registrable Securities for as many Holders as possible to be included in a Shelf Registration Statement filed pursuant to Section 4(k)(i) on the form used for the Shelf Registration Statement and without characterizing any Holder as an underwriter, the Company is unable to cause the inclusion of all Registrable Securities, then the Company may, (i) remove from the Shelf Registration Statement such Registrable Securities (the "**Cut Back Shares**") and/or (ii) agree to such restrictions and limitations on the registration and resale of the Registrable Securities, in each case as the SEC staff may require in order for the SEC staff to allow such Shelf Registration Statement to become effective; provided, however, that in no event may the Company name any Holder as an underwriter without such Holder's prior written consent. Unless the SEC restrictions described in the foregoing sentence otherwise require, any cutback imposed pursuant to this 4(k)(i)(3)(b) will be allocated among the Registrable Securities of the Holders on a pro rata basis, or in such manner as they may otherwise agree, and consistent with the order of priority set forth in Section 4(k)(i)(3)(a) (unless otherwise agreed by the Priority Right Holders).

(4) Sufficient Number of Shares Registered. Subject to Section 4(k)(i)(3), in the event that the number of shares available under a registration statement filed pursuant to this Agreement is insufficient to cover the maximum number of Registrable Securities to provide for the full conversion of the Notes (the "**Required Registration Amount**") required to be covered by such registration statement, the Company shall amend the applicable registration statement, or file a new registration statement (on the short form available therefor, if applicable), or both, so as to cover at least the Required Registration Amount, in each case, as soon as practicable, but in any event not later than 15 days after the necessity therefor arises. The Company shall use its commercially reasonable efforts to cause such amendment and/or new registration statement to become effective as soon as practicable following the filing thereof. For purposes of the foregoing provision, the number of shares available under a registration statement shall be deemed "insufficient to cover all of the Registrable Securities" if at any time the number of shares of Common Stock available for resale under the registration statement is less than the Required Registration Amount.

(ii) Registration Procedures. In connection with the registration of Registrable Securities under this Section 4(k) and subject to the other terms of this Section 4(k), the Company will as expeditiously as possible:

(1) furnish to each seller of Registrable Securities such number of copies of a Shelf Registration Statement, each amendment and supplement thereto, the prospectus included in such Shelf Registration Statement (including each preliminary prospectus), any prospectus supplement, any documents incorporated by reference therein and such

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other documents as such seller may reasonably request for purposes of permitting such seller's review in order to facilitate the disposition of the Registrable Securities owned by such seller;

(2) use its reasonable best efforts to register or qualify such Registrable Securities under such other securities or blue sky laws of such jurisdictions in the United States as the holders of a majority of such Registrable Securities may reasonably request; use its reasonable best efforts to keep each such registration or qualification (or exemption therefrom) effective during the period in which such registration statement is required to be kept effective and to take any other action that may be reasonably necessary or advisable to enable each seller to consummate the disposition of the Registrable Securities owned by such seller in such jurisdictions (provided, however, that the Company will not be required to (A) qualify generally to do business in any jurisdiction where it would not otherwise be required to qualify but for this subparagraph, (B) subject itself to taxation in any jurisdiction wherein it is not so subject or (C) take any action that would subject it to general service of process in any jurisdiction where it is not then so subject);

(3) promptly notify each seller of Registrable Securities and (if requested by any such Person) confirm such notice in writing (A) when a prospectus or any prospectus supplement or post-effective amendment has been filed and, with respect to a Shelf Registration Statement or any posteffective amendment, when the same has become effective, (B) of the issuance by any state securities or other regulatory authority of any order suspending the qualification or exemption from qualification of any of the Registrable Securities under state securities or "blue sky" laws or the initiation of any proceedings for that purpose, and (C) of the happening of any event which makes any material statement made in a Shelf Registration Statement or related prospectus or documents untrue or which requires the making of any material changes in such Shelf Registration Statement, prospectus or documents so that they will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading, and, as promptly as practicable thereafter, prepare and file with the SEC and furnish a supplement or amendment to such prospectus so that, as thereafter deliverable to the purchasers of such Registrable Securities, such prospectus will not contain any untrue statement of a material fact or omit a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(4) permit any seller of Registrable Securities included in a Shelf Registration Statement, which in such seller's judgment, based on the advice of counsel, might reasonably be deemed to be a controlling person of the Company, to participate in the preparation of such Shelf Registration Statement, to the extent necessary, and to require the insertion therein of material, furnished to the Company in writing, which in the reasonable judgment of such seller and its counsel should be included; provided, however, that the Company shall not have any obligation to include such information if the Company reasonably believes in good faith that so doing would cause (i) the Shelf Registration Statement to contain an untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading or (ii) a prospectus to contain an untrue statement of a material fact or to omit to state a material fact necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading;

(5) otherwise use its reasonable best efforts to comply with the Securities Act and all other applicable rules and regulations of the SEC, in connection with any Shelf Registration Statement, and make generally available to the Company's securityholders an earnings statement satisfying the provisions of Section 11(a) of the Securities Act no later than 45 days after the end of the 12-month period beginning with the first day of the Company's first fiscal quarter commencing after the effective date of a Shelf Registration Statement, which earnings statement shall cover said 12-month period, and which requirement will be deemed to be satisfied if the Company timely files complete and accurate information on Forms 10-Q, 10-K and 8-K under the Exchange Act and otherwise complies with Rule 158 under the Securities Act;

(6) cooperate with the seller of Registrable Securities included in a Shelf Registration Statement to facilitate the timely preparation and delivery of certificates (which shall not bear any restrictive legends unless required under applicable law) representing securities sold under any Shelf Registration Statement, and enable such securities to be in such denominations and registered in such names as the managing underwriter or such seller may request as promptly as reasonably practicable prior to any sale of Registrable Securities and keep available and make available to the Company's transfer agent prior to the effectiveness of such Shelf Registration Statement a supply of such certificates;

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(7) use its reasonable best efforts to cause the Registrable Securities covered by any Shelf Registration Statement to be listed on a Trading Market on which the Common Stock is then listed;

(8) provide a transfer agent and registrar for all Registrable Securities;

(9) reasonably cooperate with each seller of Registrable Securities included in a Shelf Registration Statement participating in the disposition of such Registrable Securities and their respective counsel in connection with any filings required to be made with the Financial Industry Regulatory Authority, Inc. ("**FINRA**");

(10) during the period when the prospectus included in any Shelf Registration Statement is required to be delivered under the Securities Act, promptly file all documents required to be filed with the SEC pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act;

(11) notify each seller of Registrable Securities included in a Shelf Registration Statement promptly of any request by the SEC for the amending or supplementing of such Shelf Registration Statement or the prospectus included in such Shelf Registration relating to such seller's Registrable Securities; and

(12) advise each seller of Registrable Securities included in a Shelf Registration Statement, promptly after the Company shall receive notice or obtain knowledge thereof, of the issuance of any stop order by the SEC suspending the effectiveness of a Shelf Registration Statement relating to such seller's Registrable Securities or the initiation or threatening of any proceeding for such purpose and promptly use its reasonable best efforts to prevent the issuance of any stop order or to obtain its withdrawal as soon as practicable if such stop order should be issued.

(iii) Information about Sellers. The Company may, from time to time, require any seller of Registrable Securities as to which any registration is being effected under this Section 4(k) to furnish to the Company in writing such information as the Company reasonably determines, based on the advice of counsel, is required or advised to be included in connection with such registration regarding such seller and the distribution of such Registrable Securities, and the Company may exclude from such registration the Registrable Securities of such seller if such seller fails to furnish such information within 15 days of receiving such request.

(iv) Suspension of Dispositions. Each Holder agrees by acquisition of any Registrable Securities that, upon receipt of any notice (a "**Suspension Notice**") from the Company (1) of the happening of any event of the kind described in Section 4(k)(ii)(3)(B) or (C), or (2) that the Company is engaged in an activity or transaction or preparations or negotiations for any activity or transaction that the Company desires to keep confidential for business reasons, and the Company's Board of Directors has determined in its reasonable good faith judgement that the public disclosure requirements imposed on the Company under the Securities Act in connection with the Shelf Registration Statement would require at that time disclosure of such activity, transaction, preparations or negotiations and such disclosure could result in material harm to the Company or its business transactions or activities, such Holder will forthwith discontinue disposition of Registrable Securities until such Holder's receipt of the copies of the supplemented or amended prospectus, or until it is advised in writing (the "**Advice**") by the Company that the use of the prospectus may be resumed, and has received copies of any additional or supplemental filings which are incorporated by reference in the prospectus, and, if so directed by the Company, such Holder will deliver to the Company all copies, other than permanent file copies then in such Holder's possession, of the prospectus covering such Registrable Securities current at the time of receipt of such notice; provided, however, that the Company will not be required to provide any material non-public information to a Holder in connection with such notice unless such Holder agrees to maintain the disclosed information in confidence. The Company shall use commercially reasonable efforts to render the Advice as promptly as reasonably practicable. In any event, the Company shall not be entitled to deliver more than two Suspension Notices in any one year.

(v) Indemnification.

(1) The Company agrees to indemnify, hold harmless and reimburse, to the fullest extent permitted by law, each Holder who is a seller of Registrable Securities included in a Shelf Registration Statement, and each of its employees, advisors, agents, representatives, partners, officers, and directors and each Person who controls such seller (within the meaning of the Securities Act) and any agent or investment advisor thereof (collectively, the "**Seller Affiliates**") against any

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and all losses, claims, damages, liabilities, and expenses, joint or several (including reasonable attorneys' fees and disbursements (collectively, "**Losses**") based upon, arising out of, related to or resulting from any untrue or alleged untrue statement of a material fact contained in any Shelf Registration Statement or any prospectus or preliminary prospectus included in such Shelf Registration Statement or any amendment thereof or supplement thereto, or any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein (in the case of a prospectus or preliminary prospectus, in light of the circumstances under which they were made) not misleading (including without limitation amounts reasonably paid in settlement of any related litigation, investigation, or proceeding (provided, however that such settlement is effected with the consent of the Company, which shall not be unreasonably withheld, conditioned, or delayed) and amounts reasonably incurred in investigating, preparing, or defending against any such litigation, investigation, or proceeding); provided, however, that the Company will have no obligation to provide any indemnification, hold harmless or provide any reimbursement under this Section 4(k)(v) to the extent that any such Losses (or actions or proceedings in respect thereof) arise out of or are based upon (x) an untrue statement or alleged untrue statement or omission or alleged omission made in such Shelf Registration Statement, prospectus or preliminary prospectus or any amendment thereof or supplement thereto, in reliance upon and in substantial conformity with information furnished in writing to the Company by such seller or any of such seller's Affiliates (or on such seller's or its Affiliate's behalf) for use therein, or (y) the use by such seller or any of such seller's Affiliates of any outdated or defective prospectus after the Company has notified such seller in writing that the prospectus is outdated or defective.

(2) In connection with any Shelf Registration Statement covering Registrable Securities of a seller, each such seller will furnish to the Company in writing such information and affidavits as the Company reasonably requests for use in connection with any such Shelf Registration Statement or any related prospectus, preliminary prospectus, amendment or supplement and, to the fullest extent permitted by law, each such seller will indemnify, hold harmless and reimburse, to the fullest extent permitted by law, the Company and each of its employees, advisors, agents, representatives, partners, officers and directors and each Person who controls the Company (within the meaning of the Securities Act or the Exchange Act) and any agent or investment advisor thereof ("**Company Indemnified Persons**") against any and all Losses based upon, arising out of, related to or resulting from any untrue or alleged untrue statement of a material fact contained in any Shelf Registration Statement or any prospectus or preliminary prospectus included in such Shelf Registration Statement or any amendment thereof or supplement thereto, or any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading, but only to the extent that (A) such untrue statement or alleged untrue statement or omission or alleged omission is contained in any information or affidavit so furnished in writing to the Company by such seller or such seller's Affiliates (or on such seller's or such seller's Affiliate's behalf) specifically for inclusion in such Shelf Registration Statement, prospectus, preliminary prospectus, amendment or supplement, or (B) the use by such seller or any of such seller's Affiliates of any outdated or defective prospectus after the Company has notified such seller in writing that the prospectus is outdated or defective, and each such Seller agree to reimburse the Company Indemnified Persons for any legal or other expenses reasonably incurred by it in connection with investigating or defending any such action or claim as such expenses are incurred; provided, however, that the obligation to indemnify will be several, not joint and several, among such sellers of Registrable Securities, and the liability of each such seller of Registrable Securities will be in proportion and limited to the net amount received by such seller from the sale of Registrable Securities pursuant to such Shelf Registration Statement; provided, however, that such seller of Registrable Securities shall not be liable in any such case to the extent that prior to the filing of any such Shelf Registration Statement, prospectus, preliminary prospectus, amendment or supplement, such seller has furnished in writing to the Company information expressly for use in such Shelf Registration Statement, prospectus, preliminary prospectus, amendment or supplement which corrected or made not misleading information previously furnished to the Company.

(3) Any Person entitled to indemnification under this Section 4(k)(v) will (A) give prompt written notice to the indemnifying party of any claim with respect to which it seeks indemnification (provided, however, that the failure of any indemnified Person to notify an indemnifying party of any such claim shall not relieve the indemnifying party from any liability in respect of such claim that it may have to such indemnified Person under Section 4(k)(v) unless such failure shall have a material adverse effect on the indemnifying party), and (B) unless in such indemnified Person's reasonable judgment a conflict of interest between such indemnified Person and the indemnifying party may exist with respect to such claim, permit such indemnifying party to assume the defense of such claim with counsel reasonably satisfactory to the indemnified Person; provided, however, that any Person entitled to indemnification Section 4(k)(v) shall have the right to employ separate counsel and to participate in the defense of such claim, but the reasonable and documented fees and expenses of such counsel shall be at the expense of such indemnified Person unless (x) the indemnifying party has agreed to pay such fees or expenses or (y)

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the indemnifying party shall have failed to assume the defense of such claim and employ counsel reasonably satisfactory to such indemnified Person. If such defense is not assumed by the indemnifying party as permitted hereunder, the indemnifying party will not be subject to any liability for any settlement made by the indemnified Person without the indemnifying party's consent (but such consent will not be unreasonably withheld, conditioned or delayed). If such defense is assumed by the indemnifying party pursuant to this Section 4(k)(v), such indemnifying party shall not settle or otherwise compromise the applicable claim unless (1) such settlement or compromise contains a full and unconditional release of the indemnified Person or (2) the indemnified Person otherwise consents in writing. An indemnifying party who is not entitled to, or elects not to, assume the defense of a claim will not be obligated to pay the fees and expenses of more than one counsel for all Persons indemnified by such indemnifying party with respect to such claim, unless in the reasonable judgment of any indemnified Person, a conflict of interest may exist between such indemnified Person and any other of such indemnified Persons with respect to such claim, in which event the indemnifying party shall be obligated to pay the reasonable fees and disbursements of such additional counsel or counsels.

(4) Each party hereto agrees that, if for any reason the indemnification provisions contemplated by Section 4(k)(i)(1) or Section 4(k)(v)(2) are unavailable to or insufficient to hold harmless an indemnified Person in respect of any Losses (or actions in respect thereof) referred to therein, then each indemnifying party shall contribute to the amount paid or payable by such indemnified Person as a result of such Losses (or actions in respect thereof) in such proportion as is appropriate to reflect the relative fault of the indemnifying party and the indemnified Person in connection with the actions which resulted in the Losses as well as any other relevant equitable considerations. The relative fault of such indemnifying party and indemnified Person shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact relates to information supplied by such indemnifying party or indemnified Person, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The parties hereto agree that it would not be just and equitable if contribution pursuant to this Section 4(k)(v)(4) were determined by pro rata allocation (even if the Holders or any underwriters or all of them were treated as one entity for such purpose) or by any other method of allocation which does not take account of the equitable considerations referred to in this Section 4(k)(v)(4). The amount paid or payable by an indemnified party as a result of Losses (or actions in respect thereof) referred to above shall be deemed to include any legal or other fees or expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this Section 4(k)(v)(4), no Holder shall be required to contribute an amount greater than the dollar amount by which the net proceeds received by such Holder with respect to the sale of any Registrable Securities exceeds the amount of damages which such Holder has otherwise been required to pay by reason of any and all untrue or alleged untrue statements of material fact or omissions or alleged omissions of material fact made in any Shelf Registration Statement, prospectus or preliminary prospectus or any amendment thereof or supplement thereto related to such sale of Registrable Securities. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. As among Holders required to contribute under this Section 4(k)(v)(4), the Holders' obligations in this Section 4(k)(v)(4) to contribute shall be several in proportion to the amount of Registrable Securities registered by them and not joint. If indemnification is available under this Section 4(k)(v), the indemnifying party shall indemnify each indemnified Person to the full extent provided in Section 4(k)(v)(1) and 4(k)(v)(2) without regard to the relative fault of said indemnifying party or indemnified Person or any other equitable consideration provided for in this Section 4(k)(v)(4) subject, in the case of any Holder, to the limited dollar amounts set forth in Section 4(k)(v)(2).

(5) The indemnification and contribution provided for under this Section 4(k)(v) will not be available to an indemnified Person with respect to any Losses arising out of matters within the knowledge of such indemnified Person.

(6) The indemnification and contribution provided by Section 8(k) are not available and will not apply to the Losses described in Section 4(k)(v)(1).

(vi) Transfer of Registration Rights. The rights of each Holder under this Section 4(k) may be assigned or transferred to (i) any Affiliate transferee of such Holder's Registrable Securities, (ii) third-party transferees of such Holder's Registrable Securities that are not Affiliates of one another and that each acquire, or agree to acquire, an amount of Registrable Securities,

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and, in the case of both (i) and (ii), such Affiliate of the Holder or transferee enters into a Joinder Agreement, substantially in the form of Exhibit E hereto, or (iii) any assignee of a Buyer of its rights or obligations under this Agreement pursuant to Section 8(g) (collectively, a "**Permitted Transferee**").

(vii) Registration Expenses. All fees and expenses incident to the performance of or compliance with this Section 4(k) by the Company shall be borne by the Company whether or not any Registrable Securities are sold pursuant to a Shelf Registration Statement. The fees and expenses referred to in the foregoing sentence shall include, without limitation, (i) all registration and filing fees (including, without limitation, fees and expenses of the Company's counsel and independent registered public accountants) (A) with respect to filings made with the SEC, (B) with respect to filings required to be made with any Trading Market on which the Common Stock is then listed for trading, and (C) in compliance with applicable state securities or blue sky laws reasonably agreed to by the Company in writing (including, without limitation, fees and disbursements of counsel for the Company in connection with blue sky qualifications or exemptions of the Registrable Securities) and (ii) printing expenses (including, without limitation, expenses of printing certificates for Registrable Securities), (iii) messenger, telephone and delivery expenses, (iv) fees and disbursements of counsel for the Company, and (v) fees and expenses of all other Persons retained by the Company in connection with the consummation of the transactions contemplated by this Section 4(k). In addition, the Company shall be responsible for all of its internal expenses incurred in connection with the consummation of the transactions contemplated by this Section 4(k) (including, without limitation, all salaries and expenses of its officers and employees performing legal or accounting duties), the expense of any annual audit and the fees and expenses incurred in connection with the listing of the Registrable Securities on any securities exchange as required hereunder.

(viii) Additional Interest. If during the time period set forth in the Indenture there shall not be continuously effective a registration statement under the Securities Act (and other registration or qualification under the securities or blue sky laws of such jurisdictions in the United States as the holders or prospective holders of a majority of the Common Stock issued or issuable upon conversion of the Notes may reasonably request) covering the resale of the number of Registrable Securities required to be covered under this Section 4(k), then the Company shall pay Additional Interest (as defined in the Indenture) on all or a portion of the principal amount of the Notes pursuant to the terms and conditions of the Indenture.

(l) Closing Documents. The Company agrees to deliver, or cause to be delivered, in electronic form, a complete closing set of the executed Transaction Documents and any other documents required to be delivered to any party hereto pursuant to Section 6 hereof, (i) to the Outside Counsel within 14 calendar days after the Closing, and (ii) to a Buyer within 14 calendar days after request.

(m) Regulation M. The Company will not take any action prohibited by Regulation M under the 1934 Act, in connection with the distribution of the Securities contemplated hereby.

(n) Integration. None of the Company, any of its affiliates (as defined in Rule 501(b) under the 1933 Act), or any person acting on behalf of the Company or such affiliate will sell, offer for sale, or solicit offers to buy or otherwise negotiate in respect of any security (as defined in the 1933 Act) which will be integrated with the sale of the Securities in a manner which would require the registration of the Securities under the 1933 Act or require stockholder approval under the rules and regulations of the Principal Market and the Company will take all action that is appropriate or necessary to assure that its offerings of other securities will not be integrated for purposes of the 1933 Act or the rules and regulations of the Principal Market, with the issuance of Securities contemplated hereby.

(o) Post-Closing Obligations. As soon as practicable after the Closing, and in any event no later than December 15, 2021 (or such later date as agreed to by the Collateral Agent in writing, including by e-mail):

(i) the Company will deliver to the Collateral Agent the original copy of a stock certificate representing the Company's ownership of 100% of the issued and outstanding equity interests in Consulting together with an instrument of transfer covering such certificate duly executed in blank in form and substance reasonably satisfactory to the Collateral Agent;

(ii) the Company will deliver a collateral assignment of insurance to the Collateral Agent in form and substance satisfactory to the Collateral Agent;

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(iii) the Company or the applicable Guarantor, will deliver to the Collateral Agent customary deposit account control agreements for each of the deposit accounts set forth in Schedule 4(o)(iii), in form and substance reasonably satisfactory to the Collateral Agent; provided, however, that the failure to deliver any such deposit account control agreement shall not constitute an Event of Default (as defined in the Indenture) provided that reasonable endeavors are used to obtain such deposit account control agreements;

(iv) the Company and Emerald Fields, Nuevo Elemental, Nuevo Holding and Schwazze New Mexico will deliver to each Buyer the results of a recent lien, bankruptcy, United States Patent and Trademark Office (the "**PTO**"), tax and judgment search in each relevant jurisdiction with respect to Emerald Fields, Nuevo Elemental, Nuevo Holding and Schwazze New Mexico that shall reveal no Liens on any of the Collateral (as such term is defined in the Security Agreement) or other assets of Emerald Fields, Nuevo Elemental, Nuevo Holding and Schwazze New Mexico except, in the case of assets other than Collateral, for Permitted Liens (as such term is defined in the Security Agreement) and except for Liens discharged on or prior to the Closing; and

(v) the Company will enter into a customary intellectual property security agreement with respect to the trademarks listed on Schedule 6 to the Security Agreement.

5. CONDITIONS TO THE COMPANY'S OBLIGATION TO SELL.

(a) The obligation of the Company hereunder to issue and sell the Notes to the each Buyer at the Closing is subject to the satisfaction, at or before the Closing, of each of the following conditions, provided that these conditions are for the Company's sole benefit and may be waived by the Company at any time in its sole discretion by providing the Buyers with prior written notice thereof:

(i) Each Buyer shall have executed each of the Transaction Documents to which it is a party and delivered the same to the Company.

(ii) Each Buyer shall have delivered to the Company such Buyer's aggregate Purchase Price for the Notes being purchased by such Buyer at the Closing by wire transfer of immediately available funds pursuant to the wire instructions provided by the Company.

(iii) The representations and warranties of each Buyer shall be true and correct as of the date when made and as of the Closing as though made at that time (except for representations and warranties that speak as of a specific date which shall be true and correct as of such specified date), and each Buyer shall have performed, satisfied and complied in all material respects with the covenants, agreements and conditions required by this Agreement to be performed, satisfied or complied with by such Buyer at or prior to the Closing.

(iv) The Trustee shall have duly executed the Indenture and delivered the same to the Company.

(v) Each party hereto shall have executed the Security Agreement.

(vi) Each party hereto and necessary third-party lienholders shall have executed Intercreditor Agreements.

6. CONDITIONS TO EACH BUYER'S OBLIGATION TO PURCHASE.

(a) The obligation of each Buyer hereunder to purchase the Notes that such Buyer is purchasing at the Closing is subject to the satisfaction, at or before the Closing, of each of the following conditions, provided that these conditions are for such Buyer's sole benefit and may be waived by such Buyer at any time in its sole discretion by providing the Company with prior written notice thereof:

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(i) The Company shall have duly executed and delivered to such Buyer (A) each of the executed Transaction Documents, including the Security Agreement, and all necessary Intercreditor Agreements, and (B) a Note in such original principal amount as is set forth under "Original Principal Amount of Notes" on such Buyer's signature page hereto.

(ii) Each Guarantor shall have duly executed and delivered to such Buyer each of the Transaction Documents to which such Guarantor is a party.

(iii) The Trustee shall have duly executed the Indenture and delivered the same to the Company.

(iv) The Company shall have delivered to such Buyer a certificate, executed by the Secretary of the Company and dated as of the Closing, as to (i) the resolutions consistent with Section 3(b) as adopted by the Company's Board of Directors in a form reasonably acceptable to such Buyer, (ii) the Articles of Incorporation and (iii) the Bylaws, each as in effect at the Closing, in the form attached hereto as Exhibit C.

(v) The Common Stock (I) shall be designated for quotation on the Principal Market and (II) shall not have been suspended, as of such Closing, by the SEC or the Principal Market from trading on the Principal Market nor shall suspension by the SEC or the Principal Market have been threatened, as of such Closing, either (A) in writing by the SEC or the Principal Market or (B) by falling below the minimum listing maintenance requirements of the Principal Market.

(vi) The representations and warranties of the Company shall be true and correct as of the date when made and as of the Closing as though made at that time (except for representations and warranties that speak as of a specific date which shall be true and correct as of such specified date) and the Company shall have performed, satisfied and complied in all material respects with the covenants, agreements and conditions required by the Transaction Documents to be performed, satisfied or complied with by the Company at or prior to the Closing. Such Buyer shall have received a certificate, executed by the Chief Executive Officer of the Company, dated as of the Closing, to the foregoing effect and as to such other matters as may be reasonably requested by such Buyer in the form attached hereto as Exhibit D.

(vii) The Company shall have obtained all governmental, regulatory or third party consents and approvals, if any, necessary for the sale of the Notes and the consummation of the transactions contemplated hereby.

(viii) The Company and each Guarantor other than Emerald Fields, Nuevo Elemental, Nuevo Holding and Schwazze New Mexico shall have delivered to such Buyer the results of a recent lien, bankruptcy, PTO, tax and judgment search in each relevant jurisdiction with respect to the Company and each of the Guarantors other than Emerald Fields, Nuevo Elemental, Nuevo Holding and Schwazze New Mexico, that shall reveal no Liens on any of the Collateral (as such term is defined in the Security Agreement) or other assets of the Company and the Guarantors other than Emerald Fields, Nuevo Elemental, Nuevo Holding and Schwazze New Mexico except, in the case of assets other than Collateral, for Permitted Liens (as such term is defined in the Security Agreement) and except for Liens to be discharged on or prior to the Closing pursuant to documentation reasonably satisfactory to the Buyer.

(ix) The Buyer shall have received a letter on the letterhead of the Company, duly executed by the Chief Executive Officer of the Company, setting forth the wire amounts of each Buyer and the wire transfer instructions of the Company.

(x) The Buyer shall have received satisfactory evidence that each document (including any Uniform Commercial Code financing statements and appropriate filings with the PTO) required by the Transaction Documents or any legal requirement or reasonably requested by a Buyer or the Collateral Agent to be filed, registered, or recorded in order to create in favor of the Collateral Agent a perfected first priority lien on the Collateral described therein prior to and superior to the right of any other Person (other than with respect to liens expressly permitted under the Indenture and the Security Agreement) shall be in proper form for filing, registration, and recording and provided to the Collateral Agent for filing in each jurisdiction.

(xi) The Buyer shall have received a legal opinion from counsel with respect to the transactions contemplated under this Agreement and the Transaction Documents, including the Indenture, the Security Agreement and the necessary Intercreditor Agreements.

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(xii) The Buyer shall have received evidence of insurance coverage in the form, scope, and substance satisfactory to the Buyer.

(xiii) Each other Buyer shall have delivered to the Company such Buyer's aggregate Purchase Price for the Notes being purchased by such Buyer at the Closing by wire transfer of immediately available funds pursuant to the wire instructions provided by the Company.

(xiv) The Company shall have delivered to such Buyer such other documents relating to the transactions contemplated by this Agreement as such Buyer or its counsel may reasonably request.

(xv) After the date of this Agreement, there shall not have occurred any reverse or forward stock split, stock dividend, stock combination or and similar transaction involving the Common Stock of the Company.

(xvi) The proceeds of the Notes shall be deposited into a deposit account for which the Collateral Agent for the Notes shall be the secured party under a deposit account control agreement.

7. TERMINATION. If the Closing shall not have occurred with respect to a Buyer on or before seven days after the date hereof (the "**Outside Date**"), then such Buyer and the Company shall have the right to terminate their respective obligations under this Agreement with respect to such Buyer at any time on or after the close of business on the Outside Date without liability of such Buyer or the Company to any other party; provided, however, that (a) the right to terminate this Agreement under this Section 7 shall not be available to such a party if the failure to consummate the transactions contemplated by this Agreement with respect to such Buyer by the Outside Date is the result of such party's breach of this Agreement and (b) the abandonment of the sale and purchase of the Notes shall be applicable only to such Buyer. If the Closing shall not have occurred with respect to a Buyer due to such Buyers' breach of this Agreement and another Person shall not have fulfilled such Buyers' obligation to purchase Notes hereunder within five days after such breach, then each other party hereto shall have the right to terminate its obligations under this Agreement with respect to itself at any time on or after the expiration of such five day period without liability to any other party by written notice to the other parties hereto; provided, however, that the right to terminate under this sentence will not be available to a Buyer unless the aggregate amount of the unpurchased principal amount of Notes under this Agreement exceed 2.5% of the aggregate principal amount of the Notes set forth under "Original Principal Amount of Notes" on the signature pages hereto of all Buyers. Nothing contained in this Section 7 shall be deemed to release any party from any liability for any breach by such party of the terms and provisions of this Agreement or the other Transaction Documents or to impair the right of any party to compel specific performance by any other party of its obligations under this Agreement or the other Transaction Documents.

8. MISCELLANEOUS.

(a) Governing Law; Jurisdiction; Jury Trial. All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by the internal laws of the State of New York, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of New York or any other jurisdictions) that would cause the application of the laws of any jurisdictions other than the State of New York. Each party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in the City of New York, Borough of Manhattan for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof to such party at the address for such notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. **EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE, AND AGREES NOT TO REQUEST, A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY.**

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(b) Counterparts. This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party. In the event that any signature is delivered by facsimile transmission or by an e-mail which contains a portable document format (.pdf) file of an executed signature page, such signature page shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such signature page were an original thereof. A party's electronic signature (complying with the New York Electronic Signatures and Records Act (N.Y. State Tech. §§ 301-309), as amended from time to time, or other applicable law) of this agreement shall likewise create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such signature page were an original thereof

(c) Headings; Gender. The headings of this Agreement are for convenience of reference and shall not form part of, or affect the interpretation of, this Agreement. Unless the context clearly indicates otherwise, each pronoun herein shall be deemed to include the masculine, feminine, neuter, singular and plural forms thereof. The terms "including," "includes," "include" and words of like import shall be construed broadly as if followed by the words "without limitation." The terms "herein," "hereunder," "hereof" and words of like import refer to this entire Agreement instead of just the provision in which they are found.

(d) Severability. If any provision of this Agreement is prohibited by law or otherwise determined to be invalid or unenforceable by a court of competent jurisdiction, the provision that would otherwise be prohibited, invalid or unenforceable shall be deemed amended to apply to the broadest extent that it would be valid and enforceable, and the invalidity or unenforceability of such provision shall not affect the validity of the remaining provisions of this Agreement so long as this Agreement as so modified continues to express, without material change, the original intentions of the parties as to the subject matter hereof and the prohibited nature, invalidity or unenforceability of the provision(s) in question does not substantially impair the respective expectations or reciprocal obligations of the parties or the practical realization of the benefits that would otherwise be conferred upon the parties. The parties will endeavor in good faith negotiations to replace the prohibited, invalid or unenforceable provision(s) with a valid provision(s), the effect of which comes as close as possible to that of the prohibited, invalid or unenforceable provision(s).

(e) Entire Agreement; Amendments. This Agreement and the other Transaction Documents supersede all other prior oral or written agreements between the Buyers, the Company, their affiliates and Persons acting on their behalf with respect to the matters discussed herein, and this Agreement, the other Transaction Documents and the instruments referenced herein and therein contain the entire understanding of the parties with respect to the matters covered herein and therein and, except as specifically set forth herein or therein, neither the Company nor the Buyers makes any representation, warranty, covenant or undertaking with respect to such matters. No provision of this Agreement may be amended or waived other than by an instrument in writing signed by the Company and the Buyers holding a majority of the then-outstanding principal amount of the Notes, and any amendment or waiver to this Agreement made in conformity with the provisions of this Section 8(e) shall be binding on all holders of Securities and the Company; provided, however, that no amendment shall be effective against any Buyer that is disproportionately affected by such amendment as compared to any other Buyer without such Buyer's written consent; provided, further, that no amendment requiring any Buyer to purchase additional Securities shall be effective against a Buyer without such Buyer's written consent; provided, further, that no waiver of the provisions of Section 6(a) shall be effective against a Buyer without such Buyer's written consent. No such amendment shall be effective to the extent that it applies to less than all of the holders of the applicable Securities then outstanding. No consideration shall be offered or paid to any Person to amend or consent to a waiver or modification of any provision of any of the Transaction Documents unless the same consideration (other than the reimbursement of legal fees) also is offered to all of the parties to the Transaction Documents; provided, however, that for clarity, any Person's participation in a subsequent securities offering of the Company shall not be consideration for this purpose. The Company has not, directly or indirectly, made any agreements with the Buyers relating to the terms or conditions of the transactions contemplated by the Transaction Documents except as set forth in the Transaction Documents. Without limiting the foregoing, the Company confirms that, except as set forth in this Agreement, the Buyers has not made any commitment or promise or has any other obligation to provide any financing to the Company or otherwise. Whenever this Agreement requires the consent or approval of the holders of the Notes, unless otherwise expressly and specifically set forth in this Agreement, such consent or approval shall require the approval of the holders of the Notes holding a majority of the then-outstanding principal amount of the Notes.

(f) Notices. Any notices, consents, waivers or other communications required or permitted to be given under the terms of this Agreement must be in writing and will be deemed to have been delivered: (i) upon receipt, when delivered personally; (ii) upon delivery, when sent by facsimile (provided confirmation of transmission is mechanically or electronically generated and kept on file by the sending party) or by electronic mail; (iii) upon delivery, when sent by electronic mail (provided that the sending party does not

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receive an automated rejection notice); or (iv) upon receipt, when sent by overnight courier service, in each case properly addressed to the party to receive the same. The addresses, facsimile numbers and e-mail addresses for such communications shall be:

If to the Company:

Medicine Man Technologies, Inc.
4880 Havana Street, Suite 201
Denver, CO 80239
Telephone: (303) 371-0387
Facsimile: (303) 371-0598
Attention: General Counsel
E-mail: dan@schwazze.com

If to a Buyer, to such Buyer's address, facsimile and e-mail address set forth on such Buyer's signature page hereto, with copies to such Buyer's representatives as set forth on its signature page hereto. Any notice address, facsimile number or email address for a party may be changed by delivering such other address, facsimile number and/or e-mail address and/or to the attention of such other Person as the specified by written notice given to the Company or the Buyers, as applicable, five calendar days prior to the effectiveness of such change. Written confirmation of receipt (A) given by the recipient of such notice, consent, waiver or other communication, (B) mechanically or electronically generated by the sender's facsimile machine or e-mail containing the time, date, recipient facsimile number and an image of the first page of such transmission or (C) provided by an overnight courier service shall be rebuttable evidence of personal service, receipt by facsimile or receipt from an overnight courier service in accordance with clause (i), (ii) or (iii) above, respectively.

(g) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted successors and permitted assigns. The Company shall not assign this Agreement or any rights or obligations hereunder without the prior written consent of the Buyers holding a majority of the then-outstanding principal amount of the Notes. Except as set forth in Section 4(k)(vi), a Buyer shall not assign this Agreement or any rights or obligations hereunder without the prior written consent of the Company.

(h) No Third Party Beneficiaries. This Agreement is intended for the benefit of the parties hereto and their respective permitted successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other Person.

(i) Survival. Unless this Agreement is terminated under Section 7, the covenants and agreements of the Company and the Buyer shall survive the Closing. Each Buyer shall be responsible only for its own representations, warranties, agreements and covenants hereunder. The representations and warranties of the Company shall survive the Closing until the one year anniversary thereof.

(j) Further Assurances. Each party shall 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 any other party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby.

(k) Indemnification.

(i) Other than with respect to the Losses described in Section 4(k)(v)(1) which are subject to the indemnification and contribution provided by Section 4(k)(v) in lieu of this Section 8(k), in consideration of each Buyer's execution and delivery of the Transaction Documents and acquiring the Notes thereunder and in addition to all of the Company's and each Guarantor's other obligations under the Transaction Documents, the Company and each Guarantor shall, jointly and severally, defend, protect, indemnify and hold harmless each Buyer and all of its stockholders, partners, members, officers, directors, employees and direct or indirect investors and any of the foregoing Persons' agents or other representatives (including those retained in connection with the transactions contemplated by this Agreement) (collectively, the "**Indemnitees**") from and against any and all actions, causes of action, suits, claims, losses, costs, penalties, fees, liabilities and damages, and expenses in connection therewith (irrespective of whether any such Indemnitee is a party to the action for which indemnification hereunder is sought), and including reasonable attorneys' fees

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and disbursements (the "**Indemnified Liabilities**"), incurred by any Indemnitee as a result of, or arising out of, or relating to (A) any misrepresentation or breach of any representation or warranty made by the Company or any of the Guarantors in any of the Transaction Documents, (B) any breach of any covenant, agreement or obligation of the Company or any of the Guarantors contained in any of the Transaction Documents or (C) any cause of action, suit, proceeding or claim brought or made against such Indemnitee by a third party (including for these purposes a derivative action brought on behalf of the Company or any Subsidiary) or which otherwise involves such Indemnitee that arises out of or results from (1) the execution, delivery, performance or enforcement of any of the Transaction Documents, or (2) the status of such Buyer or holder of the Securities either as an investor in the Company or any Guarantor pursuant to the transactions contemplated by the Transaction Documents or as a party to this Agreement (including as a party in interest or otherwise in any action or proceeding for injunctive or other equitable relief); provided, however, that the foregoing indemnity will not, as to any Indemnitee, be available to the extent that such Indemnified Liabilities are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from (x) the bad faith, gross negligence or willful misconduct of such Indemnitee, the inaccuracy of any representation or warranty made by such Indemnitee, or the material breach of any Transaction Document or any agreements or understandings such Indemnitee may have with anyone other than the Company or a Subsidiary, or (y) any violations by such Indemnitee of state or federal laws. To the extent that the foregoing undertaking by the Company and the Guarantors may be unenforceable for any reason, the Company and the Guarantors, jointly and severally, shall make the maximum contribution to the payment and satisfaction of each of the Indemnified Liabilities which is permissible under applicable law.

(ii) Promptly after receipt by an Indemnitee under this Section 8(k) of notice of the commencement of any action or proceeding (including any governmental action or proceeding) involving an Indemnified Liability, such Indemnitee shall, if a claim in respect thereof is to be made against any indemnifying party under this Section 8(k), deliver to the indemnifying party a written notice of the commencement thereof, and the indemnifying party shall have the right to participate in, and, to the extent the indemnifying party so desires, jointly with any other indemnifying party similarly noticed, to assume control of the defense thereof with counsel mutually satisfactory to the indemnifying party and the Indemnitee; provided, however, that an Indemnitee shall have the right to retain its own counsel with the fees and expenses of such counsel to be paid by the indemnifying party if: (i) the indemnifying party has agreed in writing to pay such fees and expenses; (ii) the indemnifying party shall have failed promptly to assume the defense of such Indemnified Liability and to employ counsel reasonably satisfactory to such Indemnitee in any such Indemnified Liability; or (iii) the named parties to any such Indemnified Liability (including any impleaded parties) include both such Indemnitee and the indemnifying party, and such Indemnitee shall have been advised by counsel that a conflict of interest is likely to exist if the same counsel were to represent such Indemnitee and the indemnifying party (in which case, if such Indemnitee notifies the indemnifying party in writing that it elects to employ separate counsel at the expense of the indemnifying party, then the indemnifying party shall not have the right to assume the defense thereof and such counsel shall be at the expense of the indemnifying party); provided, further, that in the case of clause (iii) above the indemnifying party shall not be responsible for the reasonable fees and expenses of more than one separate legal counsel for such Indemnitee. The Indemnitee shall reasonably cooperate with the indemnifying party in connection with any negotiation or defense of any such action or claim by the indemnifying party and shall furnish to the indemnifying party all information reasonably available to the Indemnitee which relates to such Indemnified Liability. The indemnifying party shall keep the Indemnitee reasonably apprised at all times as to the status of the defense or any settlement negotiations with respect thereto. No indemnifying party shall be liable for any settlement of any action, claim or proceeding effected without its prior written consent; provided, however, the indemnifying party shall not unreasonably withhold, delay or condition its consent. No indemnifying party shall, without the prior written consent of the Indemnitee, consent to entry of any judgment or enter into any settlement or other compromise which does not include as an unconditional term thereof the giving by the claimant or plaintiff to such Indemnitee of a release from all liability in respect to such Indemnified Liability, and such settlement shall not include any admission as to fault on the part of the Indemnitee. Following indemnification as provided for hereunder, the indemnifying party shall be subrogated to all rights of the Indemnitee with respect to all third parties, firms or corporations relating to the matter for which indemnification has been made. The failure to deliver written notice to the indemnifying party within a reasonable time of the commencement of any such action shall not relieve such indemnifying party of any liability to the Indemnitee under this Section 8(k), except to the extent that the indemnifying party is materially and adversely prejudiced in its ability to defend such action. The indemnification required by this Section 8(k) shall be made by periodic payments of the amount thereof during the course of the investigation or defense, as and when bills are received or Indemnified Liabilities are incurred. The indemnity and contribution agreements contained herein shall be in addition to (i) any cause of action or similar right of the Indemnitees against the indemnifying party or others, and (ii) any liabilities the indemnifying party may be subject to pursuant to the law; provided, however, that the Losses described in Section 4(k)(v)(1) are subject to the indemnification and contribution provided by Section 4(k)(v) in lieu of this Section 8(k).

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(l) Construction. The language used in this Agreement will be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rules of strict construction will be applied against any party hereto. Each party hereto agrees that such party and/or its legal counsel has reviewed and had an opportunity to revise the Transaction Documents and, therefore, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Transaction Documents or any amendments thereto.

(m) Remedies. The Buyers and each holder of the Securities shall have all rights and remedies set forth in the Transaction Documents and all rights and remedies which such holders have been granted at any time under any other agreement or contract and all of the rights which such holders have under any law. Any Person having any rights under any provision of this Agreement shall be entitled to enforce such rights specifically (without posting a bond or other security), to recover damages by reason of any breach of any provision of this Agreement and to exercise all other rights granted by law. Furthermore, the Company recognizes that in the event that it fails to perform, observe, or discharge any or all of its obligations under the Transaction Documents, any remedy at law may prove to be inadequate relief to the Buyers. The Company therefore agrees that the Buyers shall be entitled to seek temporary and permanent injunctive relief in any such case without the necessity of proving actual damages and without posting a bond or other security. The remedies provided in this Agreement and the other Transaction Documents shall be cumulative and in addition to all other remedies available under this Agreement and the other Transaction Documents, at law or in equity (including a decree of specific performance and/or other injunctive relief).

(n) Withdrawal Right. Notwithstanding anything to the contrary contained in (and without limiting any similar provisions of) this Agreement, whenever any Buyer exercises a right, election, demand or option under this Agreement and the Company or any Subsidiary does not timely perform its related obligations within the periods therein provided, then such Buyer may rescind or withdraw, in its sole discretion from time to time upon written notice to the Company or such Subsidiary (as the case may be), any relevant notice, demand or election in whole or in part without prejudice to its future actions and rights.

(o) Payment Set Aside. To the extent that the Company makes a payment or payments to a Buyer hereunder or pursuant to any of the other Transaction Documents or a Buyer enforces or exercises its rights hereunder or thereunder, and such payment or payments or the proceeds of such enforcement or exercise or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside, recovered from, disgorged by or are required to be refunded, repaid or otherwise restored to the Company, a trustee, receiver or any other Person under any law (including any bankruptcy law, foreign, state or federal law, common law or equitable cause of action), then to the extent of any such restoration the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such enforcement or setoff had not occurred.

(p) Independent Nature of Buyers' Obligations and Rights. The obligations of each Buyer under any Transaction Document are several and not joint with the obligations of any other Buyer, and no Buyer shall be responsible in any way for the performance or non-performance of the obligations of any other Buyer under any Transaction Document. Nothing contained herein or in any other Transaction Document, and no action taken by any Buyer pursuant hereto or thereto, shall be deemed to constitute the Buyers as a partnership, an association, a joint venture or any other kind of entity, or create a presumption that the Buyers are in any way acting in concert or as a group with respect to such obligations or the transactions contemplated by the Transaction Documents. Each Buyer shall be entitled to independently protect and enforce its rights, including the rights arising out of this Agreement or out of the other Transaction Documents, and it shall not be necessary for any other Buyer to be joined as an additional party in any proceedings for such purpose. Each Buyer has been, or has had the opportunity to be, represented by its own separate legal counsel in its review and negotiation of the Transaction Documents. The Company has elected to provide all Buyers with the same terms and Transaction Documents for the convenience of the Company and not because it was required or requested to do so by any of the Buyers. It is expressly understood and agreed that each provision contained in this Agreement and in each other Transaction Document is between the Company and the Buyer, solely, and not between the Company and the Buyers collectively and not between and among the Buyers.

(q) Enforcement Fees. The prevailing party in any dispute under or relating to this Agreement shall have the right to collect from the other all costs and expenses incurred by such prevailing party as a result of enforcement of this Agreement and the collection of any amounts owed to such prevailing party hereunder (whether in cash, equity or otherwise), including reasonable attorneys' fees and expenses.

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(r) Performance Date. If the date by which any obligation under any of the Transaction Documents must be performed occurs on a day other than a Business Day, then the date by which such performance is required shall be the next Business Day following such date.

[Signature Page(s) Follows]

IN WITNESS WHEREOF, the Buyers, the Company and the Guarantors have caused their respective signature page to this Securities Purchase Agreement to be duly executed as of the date first written above.

COMPANY:

MEDICINE MAN TECHNOLOGIES, INC.

By: /s/ Justin Dye
Name: Justin Dye
Title: Chief Executive Officer

GUARANTORS:

DOUBLE BROW, LLC
By: Schwazze Colorado LLC, its Sole Member
By: Medicine Man Technologies, Inc., its Manager

By: /s/ Justin Dye
Name: Justin Dye
Title: Chief Executive Officer

MISSION HOLDING, LLC
By: Schwazze Colorado LLC, its Sole Member
By: Medicine Man Technologies, Inc., its Manager

By: /s/ Justin Dye
Name: Justin Dye
Title: Chief Executive Officer

[Signature Page to Securities Purchase Agreement]

SCG HOLDING, LLC

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By: Medicine Man Technologies, Inc., its Sole Member

By: /s/ Justin Dye
Name: Justin Dye
Title: Chief Executive Officer

SCHWAZZE COLORADO LLC
By: Medicine Man Technologies, Inc., its Manager

By: /s/ Justin Dye
Name: Justin Dye
Title: Chief Executive Officer

SCHWAZZE BIOSCIENCES, LLC
By: Schwazze Colorado LLC, its Sole Member
By: Medicine Man Technologies, Inc., its Manager

By: /s/ Justin Dye
Name: Justin Dye
Title: Chief Executive Officer

SBUD LLC
By: Schwazze Colorado LLC, its Manager
By: Medicine Man Technologies, Inc., its Manager

By: /s/ Justin Dye
Name: Justin Dye
Title: Chief Executive Officer

[Signature Page to Securities Purchase Agreement]

MEDICINE MAN CONSULTING, INC.

By: /s/ Justin Dye
Name: Justin Dye
Title: President

TWO J'S LLC
By: Medicine Man Technologies, Inc., its Sole Member

By: /s/ Justin Dye
Name: Justin Dye
Title: Chief Executive Officer

MESA ORGANICS LTD.
By: Medicine Man Technologies, Inc., its Manager

By: /s/ Justin Dye
Name: Justin Dye
Title: Chief Executive Officer

MESA ORGANICS II LTD
By: Medicine Man Technologies, Inc., its Manager

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By: /s/ Justin Dye
Name: Justin Dye
Title: Chief Executive Officer

[Signature Page to Securities Purchase Agreement]

MESA ORGANICS III LTD
By: Medicine Man Technologies, Inc., its Manager

By: /s/ Justin Dye
Name: Justin Dye
Title: Chief Executive Officer

MESA ORGANICS IV LTD
By: Medicine Man Technologies, Inc., it Manager

By: /s/ Justin Dye
Name: Justin Dye
Title: Chief Executive Officer

PBS HOLDCO LLC
By: Medicine Man Technologies, Inc., its Manager

By: /s/ Justin Dye
Name: Justin Dye
Title: Chief Executive Officer

SCHWAZZE IP HOLDCO LLC
By: Medicine Man Technologies, Inc., its Manager

By: /s/ Justin Dye
Name: Justin Dye
Title: Chief Executive Officer

[Signature Page to Securities Purchase Agreement]

MIH MANAGER LLC
By: Medicine Man Technologies, Inc., its Manager

By: /s/ Justin Dye
Name: Justin Dye
Title: Chief Executive Officer

EMERALD FIELDS MERGER SUB, LLC
By: Schwazze Colorado LLC, its Sole Member
By: Medicine Man Technologies, Inc., its Manager

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By: /s/ Justin Dye
Name: Justin Dye
Title: Chief Executive Officer

NUEVO HOLDING, LLC
By: Schwazze New Mexico, LLC, its Manager
By: Medicine Man Technologies, Inc., its Manager

By: /s/ Justin Dye
Name: Justin Dye
Title: Chief Executive Officer

NUEVO ELEMENTAL HOLDING, LLC
By: Schwazze New Mexico, LLC, its Manager
By: Medicine Man Technologies, Inc., its Manager

By: /s/ Justin Dye
Name: Justin Dye
Title: Chief Executive Officer

[Signature Page to Securities Purchase Agreement]

SCHWAZZE NEW MEXICO, LLC
By: Medicine Man Technologies, Inc., its Manager

By: /s/ Justin Dye
Name: Justin Dye
Title: Chief Executive Officer

[Signature Page to Securities Purchase Agreement]

IN WITNESS WHEREOF, the Buyers, the Company and the Guarantors have caused their respective signature page to this Securities Purchase Agreement to be duly executed as of the date first written above.

BUYERS:

_____

Original Principal Amount
of Notes:
$ _____

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By: _____
Name:
Title:

Copies of notices to:

Attention: [_____]
Email: [_____]

[Signature Page to Securities Purchase Agreement]

SCHEDULES

December 3, 2021

These Schedules are made and given pursuant to the Securities Purchase Agreement ("**Agreement**"), dated as of the date hereof by and between Medicine Man Technologies, Inc., d/b/a Schwazze, a Nevada corporation (the "**Company**"), Double Brow, LLC, a Colorado limited liability company ("**Double Brow**"), Mission Holding, LLC, a Colorado limited liability company ("**Mission**"), SCG Holding, LLC, a Colorado limited liability company ("**SCG**"), Schwazze Colorado LLC, a Colorado limited liability company ("**Schwazze Colorado**"), Schwazze Biosciences, LLC, a Colorado limited liability company ("**Schwazze Bio**"), SBUD LLC, a Colorado limited liability company ("**SBUD**"), Medicine Man Consulting, Inc., a Colorado corporation ("**Consulting**"), Two J's LLC d/b/a The Big Tomato, a Colorado limited liability company ("**Two J's**"), Mesa Organics Ltd. d/b/a Star Buds/Purplebee's, a Colorado limited liability company ("**Mesa I**"), Mesa Organics II Ltd, a Colorado limited liability company ("**Mesa II**"), Mesa Organics III Ltd, a Colorado limited liability company ("**Mesa III**"), Mesa Organics IV Ltd, a Colorado limited liability company ("**Mesa IV**"), Schwazze IP Holdco LLC, a Colorado limited liability company ("**Schwazze IP**"), MIH Manager LLC, a Colorado limited liability company ("**MIH**"), Emerald Fields Merger Sub, LLC, a Colorado limited liability company ("**Emerald Fields**"), PBS Holdco LLC, d/b/a Star Buds/Purplebee's, a Colorado limited liability company ("**PBS Holdco**"), Nuevo Holding, LLC, a New Mexico limited liability company ("**Nuevo Holding**"), Nuevo Elemental Holding, LLC, a New Mexico limited liability company ("**Nuevo Elemental**"), and Schwazze New Mexico, LLC, a New Mexico limited liability company ("**Schwazze NM**," and, collectively with Double Brow, Mission, SCG, Schwazze Colorado, Schwazze Bio, SBUD, Consulting, Two J's, Mesa I, Mesa II, Mesa III, Mesa IV, Schwazze IP, MIH, Emerald Fields, PBS Holdco, Nuevo Holding and Nuevo Elemental, the "**Guarantors**") and each of the investors listed on the Schedule of Buyers attached thereto (each individually a "**Buyer**" or "**Holder**" and collectively, the "**Buyers**" or the "**Holders**").

Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Agreement. The section numbers below correspond to the section numbers of the representations and warranties in the Agreement; provided, however, that any information disclosed herein under any section number shall be deemed to be disclosed and incorporated into any other section number under the Agreement where such disclosure would be appropriate and such appropriateness is reasonably apparent from the face of such disclosure. Nothing in these Schedules is intended to broaden the scope of any representation or warranty contained in the Agreement or to create any covenant. Unless otherwise set forth in the Agreement, inclusion of any item in these Schedules (a) does not represent a determination that such item is material or establish a standard of materiality, (b) does not represent a determination that such item did not arise in the ordinary course of business, (c) does not represent a determination that the transactions contemplated by the Agreement require the consent of or application or filing with third parties, and (d) shall not constitute, or be deemed to be, an admission to any third party concerning such item.

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Schedule 3(a)
Organization and Qualification

Subsidiary	Jurisdiction of Formation
SBUD LLC	Colorado
PBS HoldCo LLC	Colorado
Schwazze Colorado LLC	Colorado
Mesa Organics Ltd.	Colorado
Mesa Organics II Ltd	Colorado
Mesa Organics III Ltd	Colorado
Mesa Organics IV Ltd	Colorado
Medicine Man Consulting, Inc.	Colorado
Two Js LLC	Colorado
Double Brow, LLC	Colorado
Mission Holding, LLC	Colorado
SCG Holding, LLC	Colorado
Schwazze Biosciences, LLC	Colorado
MIH Manager LLC	Colorado
Schwazze IP Holdco LLC	Colorado
Emerald Fields Merger Sub, LLC	Colorado
Schwazze New Mexico, LLC	New Mexico
Nuevo Holding, LLC	New Mexico
Nuevo Elemental Holding, LLC	New Mexico

Pursuant to (i) the Loan Agreement, dated February 26, 2021 (as amended, the "**Altmore Loan Agreement**"), by and among Mesa Organics Ltd., Mesa Organics II Ltd, Mesa Organics III Ltd, Mesa Organics IV Ltd, SCG Holding, LLC, PBS Holdco LLC, SHWZ Altmore, LLC, as lender, and GGG Partners, LLC, as collateral agent, and (ii) the Security Agreement, dated February 26, 2021 (the "**Altmore Security Agreement**"), by and among Mesa Organics Ltd., Mesa Organics II Ltd, Mesa Organics III Ltd, Mesa Organics IV Ltd, SCG Holding, LLC and PBS Holdco LLC as grantors, pledgors, assignors and debtors in favor of GGG Partners, LLC, as collateral agent under the Loan Agreement, each of the Subsidiaries party thereto have granted a security interest in substantially all its assets and the following financing statements have been filed against the Subsidiaries party thereto:

1. Financing Statement No. 20212018984, filed on February 26, 2021, in favor of GGG Partners, LLC as collateral agent, against Mesa Organics Ltd., as amended by Financing Statement, No. 20212101952, filed on October 18, 2021 (collectively, "**Mesa Organics Ltd. Financing Statement**").
2. Financing Statement No. 20212018980, filed on February 26, 2021, in favor of GGG Partners, LLC as collateral agent, against Mesa Organics II Ltd, as amended by Financing Statement, No. 20212101955, filed on October 18, 2021 (collectively, "**Mesa Organics II Ltd Financing Statement**").
3. Financing Statement No. 20212018972, filed on February 26, 2021, in favor of GGG Partners, LLC as collateral agent, against Mesa Organics III Ltd, as amended by Financing Statement, No. 20212018972, filed on October 18, 2021 (collectively, "**Mesa Organics III Ltd Financing Statement**").
4. Financing Statement No. 20212018974, filed on February 26, 2021, in favor of GGG Partners, LLC as collateral agent, against Mesa Organics IV Ltd, as amended by Financing Statement, No. 20212018974, filed on October 18, 2021 (collectively, "**Mesa Organics IV Ltd Financing Statement**").

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Financing Statement No. 20212018960, filed on February 26, 2021, in favor of GGG Partners, LLC as collateral agent, against
5. SCG Holding, LLC, as amended by Financing Statement, No. 20212018960, filed on October 18, 2021 (collectively, "**SCG Holding Financing Statement**").
Financing Statement No. 20212018986, filed on February 26, 2021, in favor of GGG Partners, LLC as collateral agent, against
6. PBS Holdco LLC, as amended by Financing Statement, No. 20212018986, filed on October 18, 2021 (collectively, "**PBS Holdco Financing Statement**").

Pursuant to the thirteen Asset Purchase Agreements, each dated as of June 5, 2020, among, on the one hand, SBUD LLC and Medicine Man Technologies, Inc., and, on the other hand, one or more of Colorado Health Consultants LLC, Starbuds Aurora LLC, SB Arapahoe LLC, Starbuds Commerce City LLC, Starbuds Pueblo LLC, Starbuds Alameda LLC, Citi-Med LLC, Starbuds Louisville LLC, KEW LLC, Starbuds Louisville LLC, Lucky Ticket LLC, Starbuds Niwot LLC, LM MJC LLC, Mountain View 44th LLC, and each equityholder party thereto, as amended by Omnibus Amendment No. 1, dated as of September 15, 2020, as further amended by Omnibus Amendment No. 2 , dated as of December 17, 2020 (collectively, the "**Star Buds Group Asset Purchase Agreements**"), and the Security Agreements listed below, each of Medicine Man Technologies, Inc. and SBUD LLC, have granted a security interest in substantially all of its assets (collectively, the "**Star Buds Group Security Agreements**"):

1. Security Agreement, dated February 4, 2021, by and among SBUD LLC, Medicine Man Technologies, Inc., and Colorado Health Consultants, LLC, as the secured party.
2. Security Agreement, dated March 2, 2021, by and among SBUD LLC, Medicine Man Technologies, Inc., and Starbuds Aurora LLC, as the secured party.
3. Security Agreement, dated March 2, 2021, by and among SBUD LLC, Medicine Man Technologies, Inc., and SB Arapahoe LLC, as the secured party.
4. Security Agreement, dated December 18, 2020, by and among SBUD LLC, Medicine Man Technologies, Inc., and Starbuds Commerce City, as the secured party.
5. Security Agreement, dated December 17, 2020, by and among SBUD LLC, Medicine Man Technologies, Inc., and Starbuds Pueblo LLC, as the secured party.
6. Security Agreement, dated December 17, 2020, by and among SBUD LLC, Medicine Man Technologies, Inc., and Starbuds Alameda LLC, as the secured party.
7. Security Agreement, dated March 2, 2021, by and among SBUD LLC, Medicine Man Technologies, Inc., and Citi-Med LLC, as the secured party.
8. Security Agreement, dated March 2, 2021, by and among SBUD LLC, Medicine Man Technologies, Inc., and Starbuds Louisville LLC, as the secured party.
9. Security Agreement, dated March 2, 2021, by and among SBUD LLC, Medicine Man Technologies, Inc., and KEW LLC, as the secured party.
10. Security Agreement, dated December 18, 2020, by and among SBUD LLC, Medicine Man Technologies, Inc., and Lucky Ticket LLC, as the secured party.
11. Security Agreement, dated December 18, 2020, by and among SBUD LLC, Medicine Man Technologies, Inc., and Starbuds Niwot LLC, as the secured party
12. Security Agreement, dated December 18, 2020, by and among SBUD LLC, Medicine Man Technologies, Inc., and LM MJC LLC, as the secured party.
13. Security Agreement, dated February 4, 2021, by and among SBUD LLC, Medicine Man Technologies, Inc., and Mountain View 44th LLC, as the secured party

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Schedule 3(b)
Authorization Enforcement; Validity

The following are stockholder agreements, voting agreements, or other similar arrangements with respect to the Medicine Man Technologies, Inc.'s capital stock:

1. Dye Capital Cann Holdings, LLC ("**Dye Capital Cann I**")
   a. Securities Purchase Agreement, dated June 5, 2019, as amended by Amendment to Securities Purchase Agreement, dated July 15, 2019, Amendment to Securities Purchase Agreement, dated May 20, 2020, and the Cann I Waiver (as defined below) (the "**Dye Cann I SPA**")
   b. Consent, Waiver and Amendment dated December 16, 2020 (the "**Cann I Waiver**")
2. Dye Capital Cann Holdings II, LLC
   a. Securities Purchase Agreement, dated November 16, 2020, by and between Medicine Man Technologies, Inc. and Dye Capital Cann Holdings II, LLC, as amended by the Amendment to Securities Purchase Agreement, dated December 16, 2020, as further amended by the Second Amendment to Securities Purchase Agreement, dated February 3, 2021, as amended by the Third Amendment to Securities Purchase Agreement, dated March 30, 2021 (the "**Dye Cann II SPA**")
   b. Letter Agreement dated December 16, 2020 (the "**Dye Cann II Side Letter**")
3. Star Buds Group
   a. Star Buds Group Asset Purchase Agreements
   b. Lock-Up Agreements with former direct or indirect owners of the Star Buds Group
4. CRW Cann Holdings, LLC ("**CRW**")
   a. Securities Purchase Agreement, dated February 26, 2021, by and between Medicine Man Technologies, Inc. and CRW
   b. Letter Agreement, dated February 26, 2021, by and between Medicine Man Technologies, Inc. and CRW (the "**CRW Letter Agreement**")
5. The Bylaws
6. Lock-Up Agreements and similar covenants with direct or indirect owners of assets and companies acquired or to be acquired by the Company

The following are filings, consents or authorizations required by the Company, any of the Guarantors, their respective Board of Directors or their respective stockholders for the execution and delivery of the Agreement and the other Transaction Documents and consummation by the Company and the Guarantors of the transactions contemplated thereby:

1. A waiver of certain covenants in the Dye Cann I SPA (the "**Cann I SPA Waiver**"), all of which have been obtained before or as of the date of the Agreement
2. A waiver of certain covenants in the CRW Letter Agreement (the "**CRW Letter Waiver**"), all of which have been obtained before or as of the date of the Agreement
3. Consents required under the Altmore Loan Agreement, the Altmore Security Agreement, the Star Buds Group Asset Purchase Agreements and the Star Buds Group Security Agreements, which will be provided in the Intercreditor Agreement to be entered into at the Closing
4. Notices regarding piggyback registration rights to Priority Right Holders (notice only; no consent required)
5. Filings and authorizations required in connection with satisfying the registration rights under Section 4(k) of the Agreement
6. Filings and authorizations required in connection with satisfaction of the covenant in Section 4(f) of the Agreement
7. Filings related to perfecting the Buyers' security interest in the Collateral

Schedule 3(d)
No Conflicts

The Company has obtained the following consents before or as of the date of the Agreement:

1. The Cann I SPA Waiver

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2. The CRW Letter Waiver

Consents required under the Altmore Loan Agreement, the Altmore Security Agreement, the Star Buds Group Asset Purchase Agreements and the Star Buds Group Security Agreements will be provided in the Intercreditor Agreement to be entered into at the Closing.

Schedule 3(f)
Acknowledgment Regarding Buyers' Purchase of Securities

1. Jeffrey Cozad, Jeffrey Garwood and Pratap Mukharji are directors of the Company and Buyers under the Agreement.
2. Marc Rubin is a Buyer under the Agreement and affiliated with CRW, an entity that is a significant holder of the Company's Series A Cumulative Convertible Preferred Stock and also a significant beneficial owner of the Common Stock. CRW Capital, LLC is the manager of CRW and has voting and investment control over the shares beneficially owned by CRW. Jeffrey Cozad and Marc Rubin are the managers of CRW Capital, LLC and share voting and investment control over the shares beneficially owned by CRW.
3. The Benchmark Company, LLC ("**Benchmark**") is serving as the Company's placement agent in connection with the Agreement and the offer and sale of the Notes. Richard Messina, the owner of Benchmark, and David Lachtman, a managing director in Benchmark's investment banking department providing services to the Company in connection with the Agreement and the offer and sale of the Notes, are Buyers under the Agreement.

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Schedule 3(g)
No General Solicitation; Placement Agent Fees

The Company will pay the Placement Agent a cash fee equal to 1% of the amount of debt proceeds actually received by the Company under the Agreement, payable upon the Closing, and reimburse the Placement Agent for all documented reasonable and necessary travel and other out-of-pocket expenses of third parties incurred directly in connection with the Placement Agent's engagement.

Schedule 3(j)
SEC Documents; Financial Statements

1. Current Report on Form 8-K filed on December 23, 2020, reporting, among other things, an event that occurred on December 16, 2021.

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2. Current Report on Form 8-K filed on February 1, 2021, reporting, among other things, an event that occurred on December 15, 2020.

Schedule 3(k)
Absence of Certain Changes

(i)

1. None.

(ii)

1. The Company sold an Apeks 5000 CO2 supercritical CO2 extraction system to a third party for $315,000 under a Purchase and Sale Agreement dated January 13, 2021

(iii)

1. Aurora Delivery Vehicle $34,470.75
2. Bioscience - Biotage Selekt Chomatography $28,213.35
3. Ethanol Extraction Expansion $132,431.53
4. Retail Store Improvements $992,472.95
5. SCG - Bobcat 3600 $13,995.00
6. SCG - Building $1,926,966.00
7. SCG - Kubata RTV Sidekick $16,217.51
8. SCG - Kubota Sidekick $14,949.50
9. SCG - Kubota Tractor $23,750.00
10. SCG - SCG Truck $25,000.00
11. SCG Water Rights $166,666.66
12. Schwazze Van $153,285.00
13. X3 Implementation $674,968.83

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Schedule 3(o)
Transaction with Affiliates

1. The Company has participated in several transaction with entities controlled by or affiliated with Justin Dye, as disclosed below and under the heading "Certain Relationships and Related Transactions – Transactions with Entities Affiliated with Justin Dye" in the Company's proxy statement on Schedule 14A filed on November 4, 2021, and under the heading "Transactions with Entities Affiliated with Justin Dye" in Item 1, Note 7 in the Company's Quarterly Report on Form 10-Q, for the quarterly period ended September 30, 2021, filed on November 15, 2021, which disclosures are incorporated herein by reference.

   a. Dye Cann I SPA, pursuant to which Dye Cann I purchased shares of Common Stock and warrants to purchase shares of Common Stock
   b. Cann I Waiver
   c. Cann I SPA Waiver
   d. Dye Cann II SPA, pursuant to which Cann II purchased shares of the Company's Series A Cumulative Convertible Preferred Stock
   e. Dye Cann II Side Letter
   f. Secured Convertible Note Purchase Agreement, dated December 16, 2020, with Dye Capital pursuant to which the Company issued and sold to Dye Capital a Convertible Note and Security Agreement, and Conversion Notice and Agreement, dated February 26, 2021. pursuant to which the Company issued shares of Series A Cumulative Convertible Preferred Stock to Dye Capital upon conversion of the Convertible Note and Security Agreement
   g. Marketing services contract with Dekode Holdings, LLC d/b/a Tella. Justin Dye serves as the chairman of and has an indirect ownership interest in Dekode Holdings, LLC d/b/a Tella

2. The Company has participated in a transaction with entities controlled by Jeffrey Cozad, as disclosed below and under the heading "Certain Relationships and Related Transactions – Transactions with CRW and Affiliated Entities" in the Company's proxy statement on Schedule 14A filed on November 4, 2021, and under the heading "Transactions with CRW and Affiliated Entities" in Item 1, Note 7 in the Company's Quarterly Report on Form 10-Q, for the quarterly period ended September 30, 2021, filed on November 15, 2021which disclosures are incorporated herein by reference.

   a. Securities Purchase Agreement, dated February 26, 2021, pursuant to which CRW purchased shares of the Company's Series A Cumulative Convertible Preferred Stock
   b. CRW Letter Agreement
   c. CRW Letter Waiver

3. Marketing services contract with Dekode Holdings, LLC d/b/a Tella. Nirup Krishnamurthy serves as the president of and has an indirect ownership interest in Dekode Holdings, LLC d/b/a Tella

4. The Company has participated in several transactions with entities owned or affiliated with Brian Ruden as disclosed below and under the heading "Certain Relationships and Related Transactions – Transactions with Entities Affiliated with Brian Ruden" in the Company's proxy statement on Schedule 14A filed on November 4, 2021 and under the heading "Transactions with Entities

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Affiliated with Brian Ruden" in Item 1, Note 7 in the Company's Quarterly Report on Form 10-Q, for the quarterly period ended September 30, 2021, filed on November 15, 2021, which disclosures are incorporated herein by reference.

a. Star Buds Group Asset Purchase Agreements
b. Star Buds Group Security Agreements
c. Trademark License Agreement, dated December 17, 2020, with Star Brands LLC under which Star Brands LLC licenses certain trademarks to SBUD LLC
d. Leases for dispensary locations between SBUD LLC and the following entities:
    i. 428 S. McCulloch LLC
    ii. Colorado Real Estate Holdings LLC
    iii. 5844 Ventures LLC
    iv. 5238 W 44th LLC
    v. 14655 Arapahoe LLC
    vi. Montview Real Estate LLC

Schedule 3(p)
Equity Capitalization

(i)

1. The right to participate in future issuances of securities and other rights under the Dye Cann I SPA and the CRW Letter Agreement.
2. Liens pursuant to the Altmore Loan Agreement, the Altmore Security Agreement, the Star Buds Group Asset Purchase Agreements and the Star Buds Group Security Agreements

(ii)

1. Options to purchase 10,493,250 shares of Common Stock issued under the Company's 2017 Equity Incentive Plan
2. Options to purchase 2,000,000 shares of Common Stock issued outside of the Company's 2017 Equity Incentive Plan at $1.49 per share
3. The right to receive 500,000 shares of Common Stock, which will vest at such time that the Company's stock price appreciates to $8.00 per share with defined minimum average daily trading volume thresholds
4. Warrants to purchase 17,018,750 shares of Common Stock
5. 82,838 shares of Series A Cumulative Convertible Preferred Stock
6. Up to 4,428 shares of Series A Cumulative Convertible Preferred Stock held in escrow and issuable pursuant to the Star Buds Group Asset Purchase Agreements
7. Asset Purchase Agreement, dated May 27, 2021, among (i) Medicine Man Technologies, Inc., (ii) SCG Holding, LLC, (iii) SCG Services, LLC, and (iv) the members of SCG Services, LLC pursuant to which SCG Holding, LLC purchased certain assets for consideration constating of approximately $1,200,000 in cash and 1,992,593 shares of Common Stock. The Company held back 10% of each of the cash portion and the Common Stock portion of the purchase price as collateral for potential indemnification claims. Any portion of the held-back consideration not used to satisfy indemnification claims will be released to the members of SCG Services, LLC on May 27, 2022.
8. Asset Purchase Agreement, dated June 25, 2021, among (i) Medicine Man Technologies, Inc., (ii) Double Brow, LLC, (ii) BG3 Investments, LLC, (iii) Black Box Licensing, LLC, and (iv) Brian Searchinger, pursuant to which Double Brow, LLC will purchase certain assets for approximately $3,500,000 payable in cash and shares of Common Stock. The Company will hold back $350,000 of the consideration as collateral for potential indemnification claims. Any portion of the held-back consideration not used to satisfy indemnification claims will be released to the sellers in installments on January 1, 2022, June 30, 20222 and December 31, 2022.
9. Asset Purchase Agreement, dated November 15, 2021, among (i) Double Brow, LLC, (ii) Medicine Man Technologies, Inc., (iii) Smoking Gun, LLC ("Smoking Gun Seller"); (iv) Smoking Gun Land Company, LLC ("SG Land") and (v) the members of Smoking Gun Seller and SG Land pursuant to which Smoking Gun Seller and SG Land have agreed to sell their assets to

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10. Double Brow, LLC for consideration consisting of $4,000,000 in cash, subject to adjustment and an earn out, and 100,000 shares of Common Stock.
Agreement and Plan of Merger, dated November 15, 2021, among (i) Medicine Man Technologies, Inc., (ii) Emerald Fields Merger Sub, LLC, (iii) MCG, LLC and other parties pursuant to which Emerald Fields Merger Sub, LLC will merge with and into MCG, LLC, with Emerald Fields Merger Sub, LLC continuing as the surviving entity for consideration of approximately $29 million, payable 60% in cash and 40% in shares of Common Stock, subject to adjustments. The Company will escrow 8% of the merger consideration, comprised of 60% cash and 40% Company common stock, as collateral for potential indemnification claims. Any portion of the escrowed merger consideration not used to satisfy indemnification claims will be released to MCG, LLC's owners 50% on the first anniversary of the closing and any remaining amount on the 18-month anniversary of the closing.

(iii)

1. Altmore Loan Agreement
2. Altmore Security Agreement
3. Parent Guaranty, dated February 26, 2021, by and between Medicine Man Technologies, Inc. and GGG Partners, LLC
4. Intercompany Subordination Agreement, dated February 26, 2021, by and among by and among Mesa Organics Ltd., Mesa Organics II Ltd, Mesa Organics III Ltd, Mesa Organics IV Ltd, SCG Holding, LLC, PBS Holdco LLC and GGG Partners, LLC
5. Intellectual Property Security Agreement, dated February 26, 2021, by and among by and among Mesa Organics Ltd., Mesa Organics I Ltd, Mesa Organics II Ltd, Mesa Organics III Ltd, Mesa Organics IV Ltd, SCG Holding, LLC, PBS Holdco LLC, and GGG Partners
6. Promissory Note, dated February 26, 2021, by and among by and among Mesa Organics Ltd., Mesa Organics II Ltd, Mesa Organics III Ltd, Mesa Organics IV Ltd, SCG Holding, LLC, PBS Holdco LLC and SHWZ Altmore, LLC
7. Star Buds Group Asset Purchase Agreements
8. Star Buds Group Security Agreements.
9. Purchase Agreement, dated November 29, 2021, among (i) Medicine Man Technologies, Inc., (ii) Nuevo Holding, LLC, (iii) Nuevo Elemental Holding, LLC, (iv) Reynold Greenleaf & Associates, LLC, (v) William N. Ford in his individual capacity and as Representative (as defined therein), (vi) Elemental Kitchen and Labs, LLC, and (vii) the equityholders named therein pursuant to which Nuevo Holding, LLC and Nuevo Elemental Holding, LLC have agreed to purchase certain assets of Reynold Greenleaf & Associates, LLC and the equity interest in Elemental Kitchen and Labs, LLC for aggregate consideration of $42,000,000, subject to adjustment and an earn out, payable $25,000,000 in cash and $17,000,000 in the form of a promissory note issued by Nuevo Holding, LLC and Nuevo Elemental Holding, LLC to Reynold Greenleaf & Associates, LLC (the "**Nuevo Purchase Agreement**").

(iv)

1. Mesa Organics Ltd. Financing Statement.
2. Mesa Organics II Ltd Financing Statement.
3. Mesa Organics III Ltd Financing Statement.
4. Mesa Organics IV Ltd Financing Statement.
5. SCG Holding Financing Statement.
6. PBS Holdco Financing Statement.
7. Financing Statement, No. 2020113904, filed on July 6, 2020, in favor of Eplus Technology, Inc., against Medicine Man Technologies, Inc.

(v)

1. Registration rights set forth in the Dye Cann I SPA
2. Registration rights set forth in the Dye Cann II SPA
3. Registration rights set forth in the Securities Purchase Agreement, dated February 26, 2021, by and between Medicine Man Technologies, Inc. and CRW Cann Holdings ("**CRW SPA**")

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(vi)

1. The Company's Series A Cumulative Convertible Preferred Stock
2. The Bylaws

(viii)

1. The Company's 2017 Equity Incentive Plan

Stock Options Granted Outside the Company's 2017 Equity Incentive Plan

1. Options to purchase 2,000,000 shares of Common Stock at $1.49 per share

Schedule 3(q)
Indebtedness and Other Contracts

(i)

1. Approximately $44,250,000 in deferred cash consideration, which earns interest, owed under the Star Buds Group Asset Purchase Agreements (the "**Star Buds Group Debt**")
2. Approximately $15,000,000 owed under the Altmore Loan Agreement (the "**Altmore Debt**")
3. The disclosures set forth on Schedule 3(p)(ii), (iii) and (iv) are incorporated herein by reference
4. Asset Purchase Agreement, dated June 25, 2021, among (i) Double Brow, LLC, (ii) Brow 2, LLC and (iii) Brian Welsh pursuant to which Double Brow, LLC will purchase certain assets for approximately $6,700,000 payable in cash. The Company will hold back $500,000 of the consideration as collateral for potential indemnification claims. Any portion of the held-back consideration not used to satisfy indemnification claims will be released to the seller on the first anniversary of the closing.
5. Parent Guaranty, dated February 26, 2021, by and between Medicine Man Technologies, Inc. and GGG Partners, LLC
6. Real property leases for the following locations:

Location	**Total Capital Lease Obligation as of 11/30/2021**
Big Tomato	$124,262
CitiMedd	$135,468
Purplebee's (Baxter Rd)	$1,591,493
Pueblo East (Hwy 50 East)	$198,937
Ordway	$309,457
Rocky Ford	$309,457
Las Animas	$309,457
Louisville	$212,753
Pueblo	$110,196
Pecos-NW Denver/Lucky Ticket	$230,720
CitioMed	$75,580
Brighton	$165,265
Niwot	$144,009
Aurora	$147,248
Pueblo West/Alameda	$106,217
Arapahoe/SE Aurora	$291,362
Longmont	$84,936
Federal Heights/KEW	$437,160
Commerce City	$106,217

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Lakeside	$113,976
West 2nd Avenue Distribution Center	$2,179,995

(ii)

1. The Nuevo Purchase Agreement

Schedule 3(ff)
Other Covered Person

1. The Placement Agent

Schedule 3(hh)
Title

1. The Altmore Loan Agreement, the Altmore Security Agreement, the Star Buds Group Asset Purchase Agreements and the Star Buds Group Security Agreements
2. Liens on the Real Property granted by Persons other than the Company and its Subsidiaries

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Schedule 3(ii)
Fixtures and Equipment

Liens arising under or related to the Altmore Loan Agreement, the Altmore Security Agreement, the Star Buds Group Asset Purchase Agreements and the Star Buds Group Security Agreements

Schedule 3(ss)

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Ranking Notes

1. Star Buds Group Debt
2. Altmore Debt

Schedule 4(k)(i)(3)
Priority Right Holder

1. Registration rights set forth in the Dye Cann I SPA
2. Registration rights set forth in the Dye Cann II SPA
3. Registration rights set forth in CRW SPA

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Schedule 4(o)(iii)
Deposit Accounts

Company	Bank	Address	Account Number	Account Type
Medicine Man Technologies Inc.	[Redacted]	[Redacted]	[Redacted]	Investment Account
Two J's LLC	[Redacted]	[Redacted]	[Redacted]	Checking Account
Double Brow, LLC	[Redacted]	[Redacted]	[Redacted]	Checking Account

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EXHIBIT A

FORM OF INDENTURE

(See attached.)

EXHIBIT B

FORM OF SECURITY AGREEMENT

(See attached.)

EXHIBIT C

FORM OF SECRETARY'S CERTIFICATE

(See attached.)

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SECRETARY'S CERTIFICATE
MEDICINE MAN TECHNOLOGIES, INC.

December [_], 2021

This Secretary's Certificate is delivered pursuant to Section 6(a)(iv) of the Securities Purchase Agreement (the "**Agreement**"), dated as of December 3, 2021, by and among Medicine Man Technologies, Inc., a Nevada corporation (the "**Company**"), Double Brow, LLC, a Colorado limited liability company ("**Double Brow**"), Mission Holding, LLC, a Colorado limited liability company ("**Mission**"), SCG Holding, LLC, a Colorado limited liability company ("**SCG**"), Schwazze Colorado LLC, a Colorado limited liability company ("**Schwazze Colorado**"), Schwazze Biosciences, LLC, a Colorado limited liability company ("**Schwazze Bio**"), SBUD LLC, a Colorado limited liability company ("**SBUD**"), Medicine Man Consulting, Inc., a Colorado corporation ("**Consulting**"), Two J's LLC d/b/a The Big Tomato, a Colorado limited liability company ("**Two J's**"), Mesa Organics Ltd. d/b/a Star Buds/Purplebee's, a Colorado limited liability company ("**Mesa I**"), Mesa Organics II Ltd, a Colorado limited liability company ("**Mesa II**"), Mesa Organics III Ltd, a Colorado limited liability company ("**Mesa III**"), Mesa Organics IV Ltd, a Colorado limited liability company ("**Mesa IV**"), Schwazze IP Holdco LLC, a Colorado limited liability company ("**Schwazze IP**"), MIH Manager LLC, a Colorado limited liability company ("**MIH**"), Emerald Fields Merger Sub, LLC, a Colorado limited liability company ("**Emerald Fields**"), PBS Holdco LLC, d/b/a Star Buds/Purplebee's, a Colorado limited liability company ("**PBS Holdco**"), Nuevo Holding, LLC, a New Mexico limited liability company ("**Nuevo Holding**"), Nuevo Elemental Holding, LLC, a New Mexico limited liability company ("**Nuevo Elemental**"), and Schwazze New Mexico, LLC, a New Mexico limited liability company ("**Schwazze NM**" and, collectively with Double Brow, Mission, SCG, Schwazze Colorado, Schwazze Bio, SBUD, Consulting, Two J's, Mesa I, Mesa II, Mesa III, Mesa IV, Schwazze IP, MIH Emerald Fields, PBS Holdco, Nuevo Holding and Nuevo Elemental, the "**Guarantors**") and each of the investors listed on the Schedule of Buyers attached thereto.

The undersigned, does hereby certify in his capacity as Secretary of Company, that he has been duly elected and qualified as, and at this date, is, the Secretary of the Company and that:

1. Attached hereto as Exhibit A is a complete and accurate copy of the Company's Articles of Incorporation as filed with the Secretary of State of the State of Nevada, as amended (the "Articles"), and the Articles have not been further amended, modified or rescinded and remain in full force and effect on the date hereof.

2. Attached hereto as Exhibit B is a complete and accurate copy of the Company's Amended and Restated Bylaws (the "Bylaws"), and the Bylaws have not been amended, modified or rescinded and remain in full force and effect on the date hereof.

3. Attached hereto as Exhibit C is a complete and accurate copy of the resolutions of the board of directors of the Company and each Guarantor approving the execution and delivery of the Agreement and the other Transaction Documents to which each is a party and the consummation by the Company and the Guarantors of the transactions contemplated thereby, and such resolutions have not been amended, modified or rescinded since their adoption and remain in full force and effect on the date hereof.

[Signature Page to Follow]

IN WITNESS WHEREOF, the undersigned has executed this Secretary's Certificate on the date first written above.

By:_____
Dan Pabon, Secretary

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[Signature Page to the Secretary's Certificate]

Exhibit A

Articles of Incorporation

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Exhibit B

Bylaws

Exhibit C

Resolutions of the Board of Directors

EXHIBIT D

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FORM OF OFFICER'S CERTIFICATE

(See attached.)

MEDICINE MAN TECHNOLOGIES, INC.

OFFICER'S CERTIFICATE

Dated: December [__], 2021

This Officer's Certificate is made and delivered by Medicine Man Technologies, Inc., a Nevada corporation (the "**Company**"), pursuant to Section 6(a)(vi) of the Securities Purchase Agreement (the "**Agreement**"), dated as of December 3, 2021, by and among the Company, Double Brow, LLC, a Colorado limited liability company ("**Double Brow**"), Mission Holding, LLC, a Colorado limited liability company ("**Mission**"), SCG Holding, LLC, a Colorado limited liability company ("**SCG**"), Schwazze Colorado LLC, a Colorado limited liability company ("**Schwazze Colorado**"), Schwazze Biosciences, LLC, a Colorado limited liability company ("**Schwazze Bio**"), SBUD LLC, a Colorado limited liability company ("**SBUD**"), Medicine Man Consulting, Inc., a Colorado corporation ("**Consulting**"), Two J's LLC d/b/a The Big Tomato, a Colorado limited liability company ("**Two J's**"), Mesa Organics Ltd. d/b/a Star Buds/Purplebee's, a Colorado limited liability company ("**Mesa I**"), Mesa Organics II Ltd, a Colorado limited liability company ("**Mesa II**"), Mesa Organics III Ltd, a Colorado limited liability company ("**Mesa III**"), Mesa Organics IV Ltd, a Colorado limited liability company ("**Mesa IV**"), Schwazze IP Holdco LLC, a Colorado limited liability company ("**Schwazze IP**"), MIH Manager LLC, a Colorado limited liability company ("**MIH**"), Emerald Fields Merger Sub, LLC, a Colorado limited liability company ("**Emerald Fields**"), PBS Holdco LLC, d/b/a Star Buds/Purplebee's, a Colorado limited liability company ("**PBS Holdco**"), Nuevo Holding, LLC, a New Mexico limited liability company ("**Nuevo Holding**"), Nuevo Elemental Holding, LLC, a New Mexico limited liability company ("**Nuevo Elemental**"), and Schwazze New Mexico, LLC, a New Mexico limited liability company ("**Schwazze NM,**" and, collectively with Double Brow, Mission, SCG, Schwazze Colorado, Schwazze Bio, SBUD, Consulting, Two J's, Mesa I, Mesa II, Mesa III, Mesa IV, Schwazze IP, MIH, Emerald Fields, PBS Holdco, Nuevo Holding, and Nuevo Elemental, the "**Guarantors**") and each of the investors listed on the Schedule of Buyers attached thereto. Any capitalized terms used but not otherwise defined herein shall have the meaning ascribed thereto in the Agreement.

The undersigned, Justin Dye, Chief Executive Officer of the Company does hereby certify on behalf of Company in such capacity as follows:

1. All representations and warranties of Company set forth in the Agreement are true and correct as of the date when made and as of the Closing as though made at that time (except for representations and warranties that speak as of a specific date which shall be true and correct as of such specified date).

2. The Company has performed, satisfied and complied in all material respects with the covenants, agreements and conditions required by the Transaction Documents to be performed, satisfied or complied with by the Company at or prior to the Closing.

[*Signature Page Follows*]

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IN WITNESS WHEREOF, the undersigned has executed this Officer's Certificate as of the date first written above.

MEDICINE MAN TECHNOLOGIES, INC.

By:_____
Name: Justin Dye
Title: Chief Executive Officer

[Signature Page to Officer's Certificate]

EXHIBIT E

FORM OF JOINDER AGREEMENT

Reference is made to the Securities Purchase Agreement, dated as of December 3, 2021 (as may be amended from time to time, the "Securities Purchase Agreement"), by and among Medicine Man Technologies, Inc., d/b/a/ Schwazze, a Colorado corporation, and the other parties thereto, if any. The undersigned agrees, by execution hereof, to become a party to, and to be subject to the rights and obligations under the Securities Purchase Agreement.

[NAME]

By: _____
Name:
Title:

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Date:

Address:

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Exhibit 10.2

CERTAIN INFORMATION IDENTIFIED BY "[REDACTED]" HAS BEEN EXCLUDED FROM THE EXHIBIT BECAUSE IT IS BOTH NOT MATERIAL AND IS THE TYPE THAT THE REGISTRANT TREATS AS PRIVATE OR CONFIDENTIAL.

SECURITY AGREEMENT

This SECURITY AGREEMENT, dated as of December 7, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the provisions hereof, this "***Agreement***") made by and among Medicine Man Technologies, Inc., d/b/a Schwazze (the "***Issuer***"), a Nevada corporation, Double Brow, LLC, a Colorado limited liability company, Mission Holding, LLC, a Colorado limited liability company, SCG Holding, LLC, a Colorado limited liability company, Schwazze Colorado LLC, a Colorado limited liability company, Schwazze Biosciences, LLC, a Colorado limited liability company, SBUD LLC, a Colorado limited liability company, Medicine Man Consulting, Inc., a Colorado corporation, Two J's LLC d/b/a The Big Tomato, a Colorado limited liability company, Mesa Organics Ltd. d/b/a StarBuds/Purplebee's, a Colorado limited liability company, Mesa Organics II Ltd, a Colorado limited liability company, Mesa Organics III Ltd, a Colorado limited liability company, Mesa Organics IV Ltd, a Colorado limited liability company, Schwazze IP Holdco LLC, a Colorado limited liability company, MIH Manager LLC, a Colorado limited liability company, PBS Holdco LLC, d/b/a StarBuds/Purplebee's, a Colorado limited liability company, Emerald Fields Merger Sub, LLC, a Colorado limited liability company, Schwazze New Mexico, LLC, a New Mexico limited liability company, Nuevo Holding, LLC, a New Mexico limited liability company, and Nuevo Elemental Holding, LLC, a New Mexico limited liability company, as grantors, pledgors, assignors, debtors and guarantors (together with any successors in such capacities, and together with the Issuer, the "***Grantors***", and each, a "***Grantor***"), in favor of Chicago Atlantic Admin LLC, in its capacity as collateral agent pursuant to the Indenture (as hereinafter defined), as pledgee, assignee and secured party (in such capacities and together with any successors in such capacities, the "***Collateral Agent***").

RECITALS

A. The Issuer has authorized a new series of Senior Secured Convertible Notes (the "***Notes***") pursuant to the Indenture (hereinafter defined). The parties have, in connection with the execution and delivery of this Agreement, entered into the (i) Securities Purchase Agreement (the "***Purchase Agreement***"), dated as of the same date herewith, by and among the Grantors and the "***Buyers***" (as defined in the Purchase Agreement) and (ii) Indenture, dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the "***Indenture***") among the Grantors, Chicago Atlantic Admin, LLC, as Agent and Ankura Trust Company, LLC, as Trustee; capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Indenture.

B. Each Grantor will receive substantial direct and indirect benefits from the execution, delivery and performance of the obligations under the Indenture and the other Note Documents and each is, therefore, willing to enter into this Agreement.

C. This Agreement is given by each Grantor in favor of the Collateral Agent for the ratable benefit of the Secured Parties to secure the payment and performance of all of the Secured Obligations.

D. It is a condition to the obligations of the Buyers to purchase the Notes under the Purchase Agreement, that each Grantor execute and deliver the applicable Note Documents, including this Agreement.

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor and the Collateral Agent hereby agree as follows:

ARTICLE I

DEFINITIONS AND INTERPRETATION

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Section 1.01 **Definitions**. Unless otherwise defined herein or in the Indenture, capitalized terms used herein that are defined in the UCC shall have the meanings assigned to them in the UCC. However, if a term is defined in Article 9 of the UCC differently than in another Article of the UCC, the term has the meaning specified in Article 9. The following terms shall have the following meanings:

"***Agreement***" has the meaning set forth in the Preamble hereof.

"***Claims***" means any and all property and other taxes, assessments and special assessments, levies, fees and all governmental charges imposed upon or assessed against, and landlords', carriers', mechanics', workmen's, repairmen's, laborers', materialmen's, suppliers' and warehousemen's Liens and other claims arising by operation of law against, all or any portion of the Collateral.

"***Collateral***" has the meaning set forth in Section 2.01.

"***Collateral Agent***" has the meaning set forth in the Preamble hereof.

"***Collateral Support***" means all Property assigned, hypothecated or otherwise securing any Collateral and shall include any security agreement or other agreement granting a Lien or security interest in such Property.

"***Contested Liens***" means, collectively, any Liens incurred in respect of any Claims to the extent that the amounts owing in respect thereof are not yet delinquent or are being contested in good faith and with proper reserves established with respect thereto in accordance with GAAP and otherwise comply with the provisions of Section 4.13; provided, however, that such Liens shall in all respects be subject and subordinate in priority to the Lien and security interest created by this Agreement, except if and to the extent that the law or regulation creating, permitting or authorizing such Lien provides that such Lien must be superior to the Lien and security interest created and evidenced hereby.

"***Contracts***" means, collectively, with respect to each Grantor, the Intellectual Property Licenses, all sale, service, performance, equipment or property lease contracts, agreements and grants and all other contracts, agreements or grants (in each case, whether written or oral, or third party or intercompany), between such Grantor and any third party, and all assignments, amendments, restatements, supplements, extensions, renewals, replacements or modifications thereof.

"***Control***" means (i) with respect to any Deposit Account, "***control,***" within the meaning of Section 9-104 of the UCC, (ii) with respect to any Securities Account or Security Entitlement, control within the meaning of Section 9-106 of the UCC, (iii) with respect to any Uncertificated Security, control within the meaning of Section 8-106(c) of the UCC, (iv) with respect to any Certificated Security, control within the meaning of Section 8-106(a) or (b) of the UCC, (v) with respect to any Electronic Chattel Paper, control within the meaning of Section 9-105 of the UCC, (vi) with respect to Letter-of-Credit Rights, control within the meaning of Section 9-107 of the UCC, and (vii) with respect to any "***transferable record***" (as that term is defined in Section 201 of the Federal Electronic Signatures in Global and National Commerce Act or in Section 16 of the Uniform Electronic Transactions Act as in effect in any relevant jurisdiction), control within the meaning of Section 201 of the Federal Electronic Signatures in Global and National Commerce Act or in Section 16 of the Uniform Electronic Transactions Act as in effect in the jurisdiction relevant to such transferable record.

"***Copyrights***" means, collectively, with respect to each Grantor, all copyrights (whether statutory or common law, whether established or registered in the United States or any other country or any political subdivision thereof, whether registered or unregistered and whether published or unpublished) including those listed in Schedule 6 hereof, all tangible embodiments of the foregoing and all copyright registrations and applications made by such Grantor, in each case, whether now owned or hereafter created or acquired by or assigned to such Grantor, together with any and all (i) rights and privileges arising under applicable law and international treaties and conventions with respect to such Grantor's use of such copyrights, (ii) reissues, renewals, continuations and extensions thereof and amendments thereto, (iii) income, fees, royalties, damages, claims and payments now or hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements thereof, (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present or future infringements thereof.

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"***Deposit Account Control Agreement***" means an agreement in such form and substance as is reasonably satisfactory to the Collateral Agent establishing the Collateral Agent's Control with respect to any Deposit Account.

"***Deposit Accounts***" means, collectively, with respect to each Grantor, all "***deposit accounts***" as such term is defined in the UCC, now or hereafter held in the name of such Grantor.

"***Distributions***" means, collectively, with respect to each Grantor, all dividends, cash, options, warrants, rights, instruments, distributions, returns of capital or principal, income, interest, profits and other property, interests (debt or equity) or proceeds, including as a result of a split, revision, reclassification or other like change of the Pledged Securities, from time to time received, receivable or otherwise distributed or distributable to such Grantor in respect of or in exchange for any or all of the Pledged Securities or Pledged Debt.

"***Excluded Accounts***" means (i) Deposit Accounts used solely as trust, fiduciary, escrow or tax payment (including, without limitation, sales tax payment) accounts solely for the benefit of the Grantors, (ii) Deposit Accounts used solely for payroll, payroll taxes and other employee wage or employee benefit payments to or for the benefit of any Grantors' employees, and (iii) Deposit Accounts which individually, at any time, have a balance of less than $10,000, and together, at any time, have an aggregate balance of less than $50,000.

"***Excluded Property***" means, collectively:

(i) [reserved]

(ii) any United States intent-to-use Trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(iii) motor vehicles and other assets subject to certificates of title (other than to the extent a Lien thereon can be perfected by the filing of a financing statement under the UCC);

(iv) those assets as to which the Collateral Agent shall reasonably determine, in writing, that the cost of obtaining a Lien thereon or perfection thereof are excessive in relation to the benefit to the Secured Parties of the security to be afforded thereby;

(v) any asset or property to the extent that the grant of a security interest is prohibited by applicable law, rule or regulation or requires a consent not obtained of any Governmental Authority pursuant to such applicable law, rule or regulation, in each case after giving effect to the applicable anti-assignment provisions of the UCC and other applicable law and other than Proceeds and receivables thereof, the assignment of which is expressly deemed effective under the UCC or other applicable law notwithstanding such prohibition;

(vi) [reserved];

(vii) any voting equity interests of any Foreign Subsidiary in excess of 66-⅔% of such voting equity interests, but only if adverse tax consequences would result by pledging all of such voting equity interests of such Foreign Subsidiary;

(viii) Commercial Tort Claims with a value of less than $100,000 in the aggregate;

(ix) any Excluded Accounts;

(x) assets or equity interests to which the granting or perfecting of such a security interest would violate any applicable law (including, without limitation, any state or local cannabis and cannabis related laws and regulations) or contract or rights of a Person to such assets or equity interests, but only so long as such grant or perfection would violate any such Applicable Law or contract or the rights of a Person to such assets or equity interests;

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(xi) any marijuana products, including marijuana flower, trim, concentrate or infused product, and any marijuana related assets other than Cannabis Licenses ("***Cannabis Inventory***") to the extent granting or perfecting of such a security interest would violate any applicable law (including, without limitation, any state or local cannabis and cannabis related laws and regulations);

(xii) any cannabis, cannabis-related, hemp or hemp-related permits or licenses (collectively, the "***Cannabis Licenses***") issued by any United States of America, Canadian or off-shore governmental or quasi-governmental agency, whether federal, state, local or otherwise, in each case to the extent such Cannabis License cannot be transferred pursuant to applicable law, provided that: (i) if the Issuer is permitted at any time to transfer a Cannabis License, such License shall be pledged by a Grantor as Collateral hereunder, and (ii) if the Issuer is permitted at any time to transfer a Cannabis License a Grantor shall not be permitted to pledge the applicable License to any other Person;

(xiii) Letter of Credit Rights (other than those that constitute Supporting Obligations as to other Collateral) with a value of less than $100,000 in the aggregate;

To the extent that such property constitutes "***Excluded Property***" due to the failure of a Grantor to obtain consent as described in subsections (v), such Grantor shall use commercially reasonable efforts to obtain such consent, and, upon obtaining such consent, such property shall cease to constitute "***Excluded Property***".

"***First Priority***" means, with respect to any Lien purported to be created in any Collateral pursuant to this Agreement, such Lien is the most senior lien to which such Collateral is subject (subject only to Liens permitted under the Indenture).

"***Grantor***" has the meaning set forth in the Preamble hereof.

"***Indenture"*** has the meaning set forth in the first Recital hereof.

"***Intellectual Property Collateral***" means, collectively, the Patents, Trademarks (excluding only United States intent-to-use Trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications), Copyrights, Trade Secrets, Intellectual Property Licenses and all other industrial, intangible and intellectual property of any type, including mask works and industrial designs.

"***Intellectual Property Licenses***" means, collectively, with respect to each Grantor, all license and distribution agreements (excluding any commercially available "off-the-shelf software licenses) with, and covenants not to sue, any other party with respect to any Patent, Trademark, Copyright or Trade Secret or any other patent, trademark, copyright or trade secret, whether such Grantor is a licensor or licensee, distributor or distributee under any such license or distribution agreement, including such agreements listed in Schedule 6 hereof, together with any and all (i) renewals, extensions, supplements and continuations thereof, (ii) income, fees, royalties, damages, claims and payments now and hereafter due and/or payable thereunder and with respect thereto including damages and payments for past, present or future infringements or violations thereof, (iii) rights to sue for past, present and future infringements or violations thereof and (iv) other rights to use, exploit or practice any or all of the Patents, Trademarks, Copyrights or Trade Secrets or any other patent, trademark, copyright or trade secret.

"***Intellectual Property Security Agreement***" means an agreement substantially in the form of Exhibit D hereto.

"***Intercreditor Agreement***" means the Intercreditor Agreement dated as of the date hereof among the Grantors, the Collateral Agent, GGG Partners, LLC, as Credit Agreement Collateral Agent, the StarBuds Seller Secured Parties party thereto and the StarBuds Seller Secured Parties Collateral Agent (as amended, restated, supplemented, substituted, replaced or otherwise modified from time to time in accordance with the terms thereof and under the Indenture).

"***Joinder Agreement***" means an agreement substantially in the form of Exhibit A hereto.

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"***Material Contract***" means with respect to any Person, any contract or agreement to which party involving aggregate consideration payable by or to such Person equal to at least $1,000,000 annually or otherwise material to the business, condition (financial or otherwise), operations, performance, properties, prospects of such Person.

"***Material Adverse Effect***" means any fact, occurrence, circumstance, event or change that, individually or in the aggregate, has had, or would reasonably be expected to have, a material adverse effect on the business, properties, assets, liabilities, operations, results of operations, or condition (financial or otherwise) of the Issuer and its Subsidiaries (as defined in the Indenture) taken as a whole, or on the transactions contemplated hereby or by the other Note Documents or by the agreements and instruments to be entered into in connection herewith or therewith, or on the authority or ability of the Issuer to perform any of its obligations under any of the Transaction Documents.

"***Note Documents***" has the meaning set forth in the Indenture.

"***Patents***" means, collectively, with respect to each Grantor, all patents issued or assigned to, and all patent applications and registrations made by, such Grantor including those listed in Schedule 6 hereof (whether issued, established or registered or recorded in the United States or any other country or any political subdivision thereof) and all tangible embodiments of the foregoing, together with any and all (i) rights and privileges arising under applicable law and international treaties and conventions with respect to such Grantor's use of any patents, (ii) inventions and improvements described and claimed therein, (iii) reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof and amendments thereto, (iv) income, fees, royalties, damages, claims and payments now or hereafter due and/or payable thereunder and with respect thereto including damages and payments for past, present or future infringements thereof, (v) rights corresponding thereto throughout the world and (vi) rights to sue for past, present or future infringements thereof.

"***Pledged Debt***" means, with respect to each Grantor, all Debt (including intercompany notes but excluding any Debt permitted under the Indenture or Debt owed to an Affiliate of a Grantor incurred in the ordinary course of business) from time to time owed to such Grantor by any obligor, including the Debt described in Schedule 2 hereof and issued by the obligors named therein, and all interest, cash, instruments and other property, assets or proceeds from time to time received, receivable or otherwise distributed or distributable in respect of or in exchange for any or all of such Debt and all certificates, instruments or agreements evidencing such Debt, and all assignments, amendments, restatements, supplements, extensions, renewals, replacements or modifications thereof.

"***Pledged Securities***" means, collectively, with respect to each Grantor, (i) all issued and outstanding Equity Interests of each issuer that are owned by such Grantor and all options, warrants, rights, agreements and additional Equity Interests of whatever class of any such issuer acquired by such Grantor in any manner, together with all claims, rights, privileges, authority and powers of such Grantor relating to such Equity Interests in each such issuer or under any Organizational Document of each such issuer, and the certificates, instruments and agreements representing such Equity Interests and any and all interest of such Grantor in the entries on the books of any financial intermediary pertaining to such Equity Interests, including the Equity Interests listed in **Schedule 2** hereof, (ii) all additional Equity Interests of any issuer from time to time acquired by or issued to such Grantor and all options, warrants, rights, agreements and additional Equity Interests of whatever class of any such issuer from time to time acquired by such Grantor in any manner, together with all claims, rights, privileges, authority and powers of such Grantor relating to such Equity Interests or under any Organizational Document of any such issuer, and the certificates, instruments and agreements representing such Equity Interests and any and all interest of such Grantor in the entries on the books of any financial intermediary pertaining to such Equity Interests, from time to time acquired by such Grantor in any manner, and (iii) all Equity Interests issued in respect of the Equity Interests referred to in subsection (i) or (ii) upon any consolidation or merger of any issuer of such Equity Interests/all Equity Interests of any successor Subsidiary owned by such Grantor (unless such Grantor is the surviving entity) formed by or resulting from any consolidation or merger in which any Person listed in Schedule 2 hereof is not the surviving entity.

"***Purchase Agreement***" has the meaning set forth in Preamble A.

"***Receivables***" means all (i) Accounts, (ii) Chattel Paper, (iii) Payment Intangibles, (iv) Instruments, (v) General Intangibles, and (vi) to the extent not otherwise covered above, all other rights to payment, whether or not earned by performance, for goods or other property sold, leased, licensed, assigned or otherwise disposed of, or services rendered or to be rendered, regardless of how classified

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under the UCC together with all of Grantors' rights, if any, in any goods or other property giving rise to such right to payment and all Collateral Support and Supporting Obligations related thereto and all Records relating thereto.

"***Related Parties***" means, with respect to any Person, such Person's Affiliates and the directors, officers, employees, partners, agents, trustees, administrators, managers, advisors and representatives of it and its Affiliates.

"***Secured Obligations***" means (i) the Obligations of the Grantors from time to time arising under the Indenture, and (ii) to the extent not deemed to be included in the immediately preceding clause (i), the due and prompt payment of (A) the principal of and premium, if any, and interest (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding ("***Postpetition Interest***")) on each Note, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise and (B) all other monetary obligations, including fees, costs, attorneys' fees and disbursements, reimbursement obligations, contract causes of action, expenses and indemnities, whether primary, secondary, direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, fixed or otherwise (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), of the Grantors and any other parties under or in respect of any Note Document, and (iii) the due and prompt performance of all other covenants, duties, debts, obligations and liabilities of any kind of the Grantors and any other parties, individually or collectively, under or in respect of the Indenture, the Purchase Agreement, this Agreement, the other Note Documents or any other document made, delivered or given in connection with any of the foregoing, in each case whether evidenced by a note or other writing, whether allowed in any bankruptcy, insolvency, receivership or other similar proceeding, whether arising from an extension of credit, issuance of a letter of credit, acceptance, loan, guaranty, indemnification or otherwise, and whether primary, secondary, direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, fixed or otherwise.

"***Secured Parties***" means, collectively, the Collateral Agent, the Trustee and each holder of Notes.

"***Securities Collateral***" means, collectively, the Pledged Securities, the Pledged Debt, and the Distributions.

"***Trade Secrets***" means, collectively, with respect to each Grantor, all know-how, trade secrets, manufacturing and production processes and techniques, inventions, research and development information, technical, marketing, financial and business data and databases, pricing and cost information, business and marketing plans, customer and supplier lists and information, all other confidential and proprietary information and all tangible embodiments of the foregoing, together with any and all (i) rights and privileges arising under applicable law and international treaties and conventions with respect to such trade secrets, (ii) income, fees, royalties, damages, claims and payments now or hereafter due and/or payable with respect thereto including damages and payments for past, present or future misappropriations thereof, (iii) rights corresponding thereto throughout the world and (iv) rights to sue for past, present or future misappropriations thereof.

"***Trademarks***" means, collectively, with respect to each Grantor, all trademarks (including service marks), slogans, logos, symbols, certification marks, collective marks, trade dress, uniform resource locators (URL's), domain names, corporate names and trade names, whether statutory or common law, whether registered or unregistered and whether established or registered in the United States or any other country or any political subdivision thereof, including those listed in Schedule 6 hereof, that are owned by or assigned to such Grantor, all registrations and applications for the foregoing and all tangible embodiments of the foregoing, together with, in each case, the goodwill symbolized thereby and any and all (i) rights and privileges arising under applicable law and international treaties and conventions with respect to such Grantor's use of any trademarks, (ii) reissues, continuations, extensions and renewals thereof and amendments thereto, (iii) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements thereof, (iv) rights corresponding thereto throughout the world, and (v) rights to sue for past, present and future infringements thereof.

"***UCC***" means the Uniform Commercial Code as in effect from time to time in the State of New York; provided, however, that if by reason of mandatory provisions of law, any or all of the perfection or priority of the Collateral Agent's security interest in any item or portion of the Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of New York, the

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term "***UCC***" means the Uniform Commercial Code as in effect from time to time in such other jurisdiction for purposes of the provisions hereof relating to such perfection or priority and for purposes of definitions relating to such provisions.

Section 1.01 **Interpretation**. The rules of interpretation specified in the Indenture shall be applicable to this Agreement. All references in this Agreement to Sections are references to Sections of this Agreement unless otherwise specified.

Section 1.02 **Resolution of Drafting Ambiguities**. Each Grantor acknowledges and agrees that it was represented by counsel in connection with the execution and delivery of this Agreement, that it and its counsel reviewed and participated in the preparation and negotiation of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party (i.e., the Collateral Agent) shall not be employed in the interpretation of this Agreement.

Section 1.03 **Schedules**. The Collateral Agent and each Grantor agree that the Schedules hereof and all descriptions of Collateral contained in the Schedules and all amendments and supplements thereto are and shall at all times remain a part of this Agreement.

ARTICLE II

GRANT OF SECURITY INTEREST

Section 2.01 **Grant of Security Interest**. As collateral security for the payment and performance in full of all the Secured Obligations, each Grantor hereby pledges to the Collateral Agent for the ratable benefit of the Secured Parties, and grants to the Collateral Agent for the ratable benefit of the Secured Parties a Lien on and security interest in and to, all of the right, title and interest of such Grantor in, to and under the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time (collectively, the "***Collateral***"):

(a) all Accounts;

(b) all Equipment, Goods, Inventory and Fixtures;

(c) all Documents, Instruments and Chattel Paper;

(d) all Letters of Credit and Letter-of-Credit Rights;

(e) all Securities Collateral;

(f) all Investment Property;

(g) all Intellectual Property Collateral;

(h) all General Intangibles;

(i) all Money and all Deposit Accounts;

(j) all Supporting Obligations;

(k) all transferable Cannabis Licenses;

(l) all Cannabis Inventory;

(m) all books and records, customer lists, credit files, computer files, programs, printouts and other computer materials and records relating to the Collateral and any General Intangibles at any time evidencing or relating to any of the foregoing; and

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(n) to the extent not covered by subsections (a) through (k) of this sentence, all other assets, personal property and rights of such Grantor, whether tangible or intangible, all Proceeds and products of each of the foregoing and all accessions to, substitutions and replacements for, and rents, profits and products of, each of the foregoing, and any and all Proceeds of any insurance, indemnity, warranty or guaranty payable to such Grantor from time to time with respect to any of the foregoing.

Notwithstanding anything to the contrary contained in subsections (a) through (l) above, the security interest created by this Agreement shall not extend to, and the term "***Collateral***" shall not include, any Excluded Property, provided that, if any Excluded Property would have otherwise constituted Collateral, when such property shall cease to be Excluded Property, such property shall be deemed at all times from and after the date hereof to constitute Collateral. All Collateral that constitutes Regulated Marijuana, as defined in Code of Colorado Regulations 1 CCR 212-3, is subject to all required suitability and application requirements of Code of Colorado Regulations 1 CCR 212-3.

The Grantors shall from time to time at the reasonable request of the Collateral Agent give written notice to the Collateral Agent identifying in reasonable detail the Excluded Property (and stating in such notice that such Excluded Property constitutes "***Excluded Property***") and shall provide to the Collateral Agent such other information regarding the Excluded Property as the Collateral Agent may reasonably request.

From and after the Closing Date, no Grantor shall permit to become effective, in any lease or Material Contract, a provision that would prohibit or require the consent of any Person to the grant of a Lien on such lease or Material Contract or other agreement in favor of the Collateral Agent.

Section 2.02 **Filings**.

(a) Each Grantor hereby irrevocably authorizes the Collateral Agent at any time and from time to time to file in any relevant jurisdiction any financing statements (including fixture filings) and amendments thereto that contain the information required by Article 9 of the UCC of each applicable jurisdiction for the filing of any financing statement or amendment relating to the Collateral, including (i) whether such Grantor is an organization, the type of organization and any organizational identification number issued to such Grantor, (ii) any financing or continuation statements or other documents for the purpose of perfecting, confirming, continuing, enforcing or protecting the security interest granted by such Grantor hereunder, without the signature of such Grantor where permitted by law, including the filing of a financing statement describing the Collateral as "***all assets now owned or hereafter acquired by the Debtor or in which the Debtor otherwise has rights, together with all proceeds and products thereof, wherever located***" or words of similar meaning and (iii) in the case of a financing statement filed as a fixture filing or covering Collateral constituting minerals or the like to be extracted or timber to be cut, a sufficient description of the real property to which such Collateral relates. Each Grantor agrees to provide all information described in the immediately preceding sentence to the Collateral Agent promptly upon request by the Collateral Agent.

(b) Each Grantor hereby further authorizes the Collateral Agent to file with the United States Patent and Trademark Office and the United States Copyright Office (and any successor office and any similar office in any United States state or other country) this Agreement, Intellectual Property Security Agreement, and other documents for the purpose of perfecting, confirming, continuing, enforcing or protecting the security interest granted by such Grantor hereunder, without the signature of such Grantor where permitted by law, and naming such Grantor as debtor, and the Collateral Agent as secured party.

ARTICLE III

PERFECTION AND FURTHER ASSURANCES

Section 3.01 **Perfection of Certificated Securities Collateral**. Subject to the Intercreditor Agreement, each Grantor represents and warrants that all certificates, agreements or instruments representing or evidencing the Securities Collateral in existence on the date hereof have been delivered to the Collateral Agent in suitable form for transfer by delivery or accompanied by duly executed undated instruments of transfer or assignment in blank and that (assuming continuing possession by the Collateral Agent of any such Securities Collateral) the Collateral Agent has a perfected First Priority security interest therein. Subject to the Intercreditor Agreement,

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each Grantor hereby agrees that all certificates, agreements or instruments representing or evidencing the Securities Collateral acquired by such Grantor after the date hereof, shall promptly upon (and in any event within 10 days following) receipt thereof by such Grantor be held by or on behalf of and delivered to the Collateral Agent in suitable form for transfer by delivery or accompanied by duly executed undated instruments of transfer or assignment in blank, all in form and substance reasonably satisfactory to the Collateral Agent.

Subject to the Intercreditor Agreement, the Collateral Agent shall have the right, at any time upon the occurrence and during the continuance of any Event of Default, to endorse, assign or otherwise transfer to or to register in the name of the Collateral Agent or any of its nominees or endorse for negotiation any or all of the Securities Collateral, without any indication that such Securities Collateral is subject to the security interest hereunder; provided, that after any such Event of Default has been waived in accordance with the provisions of the Indenture and to the extent the Collateral Agent has exercised its rights under this sentence, the Collateral Agent shall, promptly after the reasonable request of the applicable Grantor(s), cause such Securities Collateral to be transferred to, or request that such Securities Collateral is registered in the name of, the applicable Grantor(s) to the extent it or its nominees holds an interest in such Securities Collateral at such time. In addition, subject to the Intercreditor Agreement, at any time, the Collateral Agent shall have the right to exchange certificates representing or evidencing Securities Collateral for certificates of smaller or larger denominations.

Section 3.02 **Perfection of Uncertificated Securities Collateral**. Each Grantor represents and warrants that, subject to the Intercreditor Agreement, the Collateral Agent has a perfected First Priority security interest in all uncertificated Pledged Securities pledged by it hereunder that are in existence on the date hereof. Each Grantor hereby agrees that, subject to the Intercreditor Agreement, if reasonably requested by the Collateral Agent, request the issuer of such Pledged Securities to cause such Pledged Securities to become certificated and in the event such Pledged Securities become certificated, to deliver such Pledged Securities to the Collateral Agent in accordance with the provisions of Section 3.01. Each Grantor hereby agrees, with respect to Pledged Securities that are partnership interests or limited liability company interests, that after the occurrence and during the continuance of any Event of Default, subject to the Intercreditor Agreement, upon request by the Collateral Agent, such Grantor will (A) cause the Organizational Documents of each issuer that is a Subsidiary of a Grantor to be amended to provide that such Pledged Securities shall be treated as "*securities*" for purposes of the UCC and (B) cause such Pledged Securities to become certificated and delivered to the Collateral Agent in accordance with the provisions of Section 3.01.

Section 3.03 **Maintenance of Perfected Security Interest**. Each Grantor represents and warrants that on the date hereof all financing statements, agreements (including any Intellectual Property Security Agreement), instruments and other documents necessary to perfect the security interest granted by it to the Collateral Agent in respect of the Collateral have been delivered to the Collateral Agent in completed and, to the extent necessary or appropriate, duly executed (if applicable) form for filing in each governmental, municipal or other office specified in Schedule 3 hereof. Each Grantor agrees that at its sole cost and expense, such Grantor will, subject to the Intercreditor Agreement, maintain the security interest created by this Agreement in the Collateral as a perfected First Priority security interest.

Section 3.04 **Other Actions for Perfection**. In order to further insure the attachment, perfection and priority of, and the ability of the Collateral Agent to enforce, the Collateral Agent's security interest in the Collateral, each Grantor represents and warrants (as to itself) as follows and agrees, in each case at such Grantor's own expense, to take the following actions with respect to the following Collateral:

(a) **Instruments and Tangible Chattel Paper**. (i) As of the date hereof, no amounts payable in excess of $25,000 to such Grantor under or in connection with any of the Collateral are evidenced by any Instrument or Tangible Chattel Paper other than Instruments and Tangible Chattel Paper listed on Schedule 4 hereof and (ii) each Instrument and each item of Tangible Chattel Paper listed on Schedule 4 hereof, has been properly endorsed, subject to the Intercreditor Agreement, assigned and delivered to the Collateral Agent, accompanied by undated instruments of transfer or assignment duly executed in blank. If any amount then payable under or in connection with any of the Collateral shall, subject to the Intercreditor Agreement, be evidenced by any Instrument or Tangible Chattel Paper, the Grantor acquiring such Instrument or Tangible Chattel Paper shall promptly (but in any event within ten Business Days after receipt thereof by such Grantor) endorse, assign and deliver the same to the Collateral Agent, accompanied by such undated instruments of transfer or assignment duly executed in blank as the Collateral Agent may from time to time specify.

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(b) **Deposit Accounts**. (i) As of the date hereof, no Grantor has opened or maintains any Deposit Accounts other than the accounts listed in Schedule 8 hereof and (ii) subject to the Intercreditor Agreement, the Collateral Agent has a perfected First Priority security interest in each Deposit Account listed in Schedule 8 hereof which security interest is perfected by Control. No Grantor shall hereafter establish and maintain any Deposit Account unless (1) the applicable Grantor shall have given the Collateral Agent 15 days prior written notice of its intention to establish such new Deposit Account with a depository bank, and (2) unless the Collateral Agent agrees in writing that it is not required, such depository bank and such Grantor shall within 15 days of the opening of such new Deposit Account deliver to Collateral Agent an executed Deposit Account Control Agreement with respect to such Deposit Account. Subject to the Intercreditor Agreement, no Grantor shall grant Control of any Deposit Account to any Person other than the Collateral Agent.

(c) Investment Property.

(i) As of the date hereof, (1) no Grantor has any Securities Accounts or Commodity Accounts, and (2) no Grantor holds, owns or has any interest in any certificated securities or uncertificated securities other than those constituting Pledged Securities. No Grantor shall hereafter establish or maintain any Securities Account or Commodity Account with any Securities Intermediary or Commodity Intermediary unless (A) the applicable Grantor shall have given the Collateral Agent 30 days prior written notice of its intention to establish such new Securities Account or Commodity Account with such Securities Intermediary or Commodity Intermediary, and (B) unless the Collateral Agent agrees in writing that it is not required, such Securities Intermediary or Commodity Intermediary, as the case may be, and such Grantor shall within 15 days of opening such Commodity Account with such Securities Intermediary or Commodity Intermediary deliver to Collateral Agent a duly executed control agreement in form and substance reasonably acceptable with respect to such Securities Account or Commodity Account, as the case may be. Each Grantor shall accept any cash and Investment Property in trust for the benefit of the Collateral Agent and within ten (10) Business Days of actual receipt thereof, deposit any and all cash and Investment Property received by it into a Deposit Account or Securities Account subject to the Collateral Agent's Control. No Grantor shall grant Control over any Investment Property to any Person other than the Collateral Agent.

(ii) If any Grantor shall at any time hold or acquire any certificated securities constituting Investment Property, such Grantor shall, subject to the Intercreditor Agreement, promptly (1) endorse, assign and deliver the same to the Collateral Agent, accompanied by such undated instruments of transfer or assignment duly executed in blank, all in form and substance reasonably satisfactory to the Collateral Agent or (2) deliver such securities into a Securities Account with respect to which a control agreement in form and substance acceptable to the Collateral Agent is in effect in favor of the Collateral Agent.

(iii) If any securities now or hereafter acquired by any Grantor constituting Investment Property are uncertificated and are issued to such Grantor or its nominee directly by the issuer thereof, such Grantor shall promptly notify the Collateral Agent thereof and, subject to the Intercreditor Agreement,pursuant to an agreement in form and substance reasonably satisfactory to the Collateral Agent, either (1) cause the issuer to agree to comply with instructions from the Collateral Agent as to such securities, without further consent of any Grantor or such nominee, (2) cause a Security Entitlement with respect to such uncertificated security to be held in a Securities Account with respect to which the Collateral Agent has Control or (3) arrange for the Collateral Agent to become the registered owner of such securities.

(d) **Electronic Chattel Paper and Transferable Records**. As of the date hereof, no amount under or in connection with any of the Collateral is evidenced by any Electronic Chattel Paper or any "***transferable record***" (as that term is defined in Section 201 of the Federal Electronic Signatures in Global and National Commerce Act, or in Section 16 of the Uniform Electronic Transactions Act as in effect in any relevant jurisdiction) in excess of $100,000 other than such Electronic Chattel Paper and transferable records listed on Schedule 4 hereof.

Each Grantor will maintain all (i) Electronic Chattel Paper in excess of $100,000 so that, subject to the Intercreditor Agreement, the Collateral Agent has Control of the Electronic Chattel Paper and (ii) all transferable records so that, subject to the Intercreditor Agreement, the Collateral Agent has Control of the transferable records.

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(e) **Letter-of-Credit Rights**. If any Grantor is at any time a beneficiary under a Letter of Credit now or hereafter issued in favor of such Grantor, such Grantor shall promptly notify the Collateral Agent thereof and such Grantor shall maintain all Letter-of-Credit Rights (when the value of such Letter of Credit Rights, when combined with all such other Letter of Credit Rights, exceeds $100,000 in the aggregate) subject to the Intercreditor Agreement, assigned to the Collateral Agent so that the Collateral Agent has Control of the Letter-of-Credit Rights.

(f) **Commercial Tort Claims**. On the date hereof, no Grantor holds any Commercial Tort Claim which might reasonably result in awarded damages (less any and all legal and other expenses incurred or reasonably expected to be incurred by such Grantor) in excess of $100,000 that is not listed on Schedule 9. Each Grantor will promptly give notice to the Collateral Agent of any Commercial Tort Claim (when the value of such Commercial Tort Claim, when combined with all such other Commercial Tort Claims, exceeds $100,000 in the aggregate) that is commenced in the future and will immediately execute or otherwise authenticate a supplement to this Agreement, and otherwise take all necessary action, to subject such Commercial Tort Claim to, subject to the Intercreditor Agreement, the First Priority security interest created under this Agreement.

(g) **Landlord's Access Agreements/Bailee Letters**. Each Grantor shall obtain as soon as practicable after the date hereof with respect to each location where such Grantor maintains Collateral in excess of $100,000, a bailee letter and/or landlord access agreement, as applicable, and use commercially reasonable efforts to obtain a bailee letter, landlord access agreement and/or landlord's lien waiver, as applicable, from all such bailees and landlords, as applicable, who from time to time have possession of Collateral in the ordinary course of such Grantor's business and if requested by the Collateral Agent.

Section 3.05 **Joinder of Additional Grantors**. The Grantors shall cause each Subsidiary of a Grantor which, from time to time, after the date hereof shall be required to pledge any assets to the Collateral Agent for the ratable benefit of the Secured Parties pursuant to the provisions of the Indenture, to execute and deliver to the Collateral Agent a Joinder Agreement within 30 days of the date on which it was acquired or created and, upon such execution and delivery, such Subsidiary shall constitute a "***Grantor***" for all purposes hereunder with the same force and effect as if originally named as a Grantor herein. Upon the execution and delivery by any Subsidiary of a Joinder Agreement, the supplemental schedules attached to such Joinder Agreement shall be incorporated into and become part of and supplement the Schedules to this Agreement and each reference to such Schedules shall mean and be a reference to such Schedules as supplemented pursuant to each Joinder Agreement and from time to time. The execution and delivery of such Joinder Agreement shall not require the consent of any Grantor hereunder. The rights and obligations of each Grantor hereunder shall remain in full force and effect notwithstanding the addition of any new Grantor as a party to this Agreement.

Section 3.06 **Further Assurances**.

(a) **Further Assurances**. Each Grantor shall take such further actions, and execute and/or deliver to the Collateral Agent such additional financing statements, amendments, assignments, agreements, supplements, powers and instruments, as the Collateral Agent may deem necessary or appropriate in order to create and/or maintain the validity, perfection or priority of and protect any security interest granted or purported to be granted in the Collateral as provided herein and the rights and interests granted to the Collateral Agent hereunder, and enable the Collateral Agent to exercise and enforce its rights, powers and remedies hereunder with respect to any Collateral, including the filing of any financing statements, continuation statements and other documents under the UCC (or other similar laws) in effect in any jurisdiction with respect to the security interest created hereby, the filing of any Intellectual Property Security Agreement and any supplemental Intellectual Property Security Agreements with the United States Patent and Trademark Office and the United States Copyright Office and the execution and delivery of control agreements in favor of the Collateral Agent with respect to Securities Accounts, Commodities Accounts and Deposit Accounts, all in a form satisfactory to the Collateral Agent and in such offices wherever required by law to perfect, continue and maintain the validity, enforceability and priority of the security interest in the Collateral as provided herein and to preserve the other rights and interests granted to the Collateral Agent hereunder, as against third parties, with respect to the Collateral. Without limiting the generality of the foregoing, but subject to applicable law, each Grantor shall make, execute, endorse, acknowledge, file or refile and/or deliver to the Collateral Agent from time to time upon request by the Collateral Agent such lists, schedules, descriptions and designations of the Collateral, statements, copies of warehouse receipts, bills of lading, documents of title, vouchers, invoices, schedules, confirmatory assignments, supplements, additional security agreements, conveyances, subject to the Intercreditor Agreement, financing statements, transfer endorsements, powers of attorney, certificates, reports and other assurances or instruments as the Collateral Agent shall reasonably request. If an Event of Default has occurred and is continuing, subject

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to the Intercreditor Agreement, the Collateral Agent may institute and maintain, in its own name or in the name of any Grantor, such suits and proceedings as the Collateral Agent may deem necessary or expedient to prevent any impairment of the security interest in or the perfection thereof in the Collateral. All of the foregoing shall be at the sole cost and expense of the Grantors.

(b) **Report**. Within 30 days after the request of the Collateral Agent, but no more frequently than once per calendar quarter, the Grantors shall furnish the Collateral Agent with a report listing for such quarter:

(i) any Subsidiary formed or acquired by any Grantor;

(ii) any certificated securities, uncertificated securities, other equity interests or Debt not held in a Securities Account acquired by any Grantor;

(iii) any change in name or jurisdiction of organization of any Grantor as permitted by the Note Documents;

(iv) any new location of Inventory or Equipment of any Grantor;

(v) all Promissory Notes, Instruments or Chattel Paper in excess of $100,000 received by any Grantor;

(vi) any Securities Account, Commodities Account or Deposit Account opened by any Grantor;

(vii) all applications for and registration received by any Grantor in respect of any Intellectual Property;

(viii) any Letter of Credit Rights in excess of $100,000 acquired by any Grantor; and

(ix) any Commercial Tort Claims in excess of $100,000 acquired by any Grantor.

ARTICLE IV

REPRESENTATIONS, WARRANTIES AND COVENANTS

Each Grantor represents, warrants and covenants as follows:

Section 4.01 **[Reserved]**

Section 4.02 **Ownership of Property and No Other Liens**.

(a) Each Grantor has fee simple title to, or a valid leasehold interest in, all its real property, and good title to, or a valid leasehold interest in, all its Collateral, and none of such property is subject to any Lien, claim, option or right of others, except for the security interest granted to the Collateral Agent for the ratable benefit of the Secured Parties and Liens permitted under the Indenture. No Person other than the Collateral Agent has control or possession of all or any part of the Collateral, except as permitted by the Indenture and the Intercreditor Agreement.

(b) None of the Collateral constitutes, or is the Proceeds of, (i) Farm Products, (ii) As-Extracted Collateral, (iii) Manufactured Homes, (iv) Health-Care-Insurance Receivables, (v) timber to be cut, (vi) aircraft, aircraft engines, satellites, ships or railroad rolling stock. None of the account debtors or other Persons obligated on any of the Collateral is a Governmental Authority covered by the Federal Assignment of Claims Act or like federal, state or local statute or rule in respect of such Collateral.

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Section 4.03 **Perfected First Priority Security Interest**. This Agreement is effective to create in favor of the Collateral Agent for the ratable benefit of the Secured Parties, a legal, valid and enforceable security interest in the Collateral and the Proceeds thereof. In the case of the certificated Pledged Securities, subject to the Intercreditor Agreement, when stock certificates representing such Pledged Securities are delivered to the Collateral Agent and in the case of the other Collateral, when financing statements and other filings specified on Schedule 3 hereof in appropriate form are filed in the offices specified on Schedule 3 hereof and other actions described in Schedule 3 hereof are taken, this Agreement shall constitute, and will at all times constitute, a fully perfected Lien on, and security interest in, all rights, title and interest of the Grantors in such Collateral and the Proceeds thereof, as security for the Secured Obligations.

Section 4.04 **No Transfer of Collateral**. No Grantor shall sell, offer to sell, dispose of, convey, assign or otherwise transfer, or grant any option with respect to, restrict, or grant, create, permit or suffer to exist any Lien on, any of the Collateral pledged by it hereunder or any interest therein except as permitted by the Indenture.

Section 4.05 **Claims Against Collateral**. Each Grantor shall, at its own cost and expense, defend title to the Collateral and the security interest and Lien granted to the Collateral Agent with respect thereto against all claims and demands of all Persons at any time claiming any interest therein adverse to the Collateral Agent or any other Secured Party other than Liens permitted under the Indenture. Except as expressly permitted by the Indenture, there is no agreement to which any Grantor is a party, order, judgment or decree, and no Grantor shall enter into any agreement or take any other action, that could reasonably be expected to restrict the transferability of any of the Collateral or otherwise impair or conflict with such Grantors' obligations or the rights of the Collateral Agent hereunder.

Section 4.06 **Other Financing Statements**. No financing statement or other instrument similar in effect covering all or any part of the Collateral or listing such Grantor as debtor is on file in any recording office, except such as have been filed in favor of the Collateral Agent pursuant to this Agreement or as otherwise permitted under the Indenture. No Grantor shall execute, authorize or permit to be filed in any recording office any financing statement or other instrument similar in effect covering all or any part of the Collateral or listing such Grantor as debtor with respect to all or any part of the Collateral, except financing statements and other instruments filed in respect of Liens permitted under the Indenture.

Section 4.07 **Changes in Name, Jurisdiction of Organization, Etc.**

(a) On the date hereof, such Grantor's type of organization, jurisdiction of organization, legal name, current tradenames, former tradenames, Federal Taxpayer Identification Number, and chief executive office or principal place of business are indicated next to its name in Schedule 5 hereof. Schedule 5 also lists all of such Grantor's jurisdictions and types of organization, legal names and locations of chief executive office or principal place of business at any time during the four months preceding the date hereof, if different from those referred to in the preceding sentence.

(b) Such Grantor shall not, except upon not less than 30 days' prior written notice, or such lesser notice period agreed to by the Collateral Agent, to the Collateral Agent, and delivery to the Collateral Agent of all additional financing statements, information and other documents reasonably requested by the Collateral Agent or the Administrative Agent to maintain the validity, perfection and priority of the security interests provided for herein:

(i) change its legal name, identity, type of organization or corporate structure;

(ii) change the location of its chief executive office or its principal place of business;

(iii) change its Federal Taxpayer Identification Number; or

(iv) change its jurisdiction of organization (in each case, including by merging with or into any other entity, reorganizing, organizing, dissolving, liquidating, reincorporating or incorporating in any other jurisdiction).

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Such Grantor shall, prior to any change described in Section 4.07(b), take all actions requested by the Collateral Agent to maintain the perfection and priority of the security interest of the Collateral Agent for the ratable benefit of the Secured Parties in the Collateral intended to be granted hereunder. Each Grantor agrees to promptly provide the Collateral Agent with certified organizational documents reflecting any of the changes described in this Section 4.07.

Section 4.08 Location of Inventory and Equipment.

(a) On the date hereof, the Inventory and the Equipment (other than mobile goods and goods in transit) of such Grantor are kept at locations listed in Schedule 5 hereof. Schedule 5 also lists the locations of such Grantor's Inventory and the Equipment (other than mobile goods and goods in transit) for the four months preceding the date hereof, if different from those referred in the preceding sentence.

(b) Such Grantor shall not move any Equipment or Inventory with a value in excess of $100,000 to any location, other any location that is listed in Schedule 5 hereof except upon not less than 30 days' prior written notice, or such lesser notice period agreed to by the Collateral Agent, to the Collateral Agent, of its intention so to do, clearly describing such new location and providing such other information and documents to the Collateral Agent reasonably requested by the Collateral Agent to maintain the validity, perfection and priority of the security interests provided for herein.

(c) Such Grantor shall, prior to any change described in Section 4.08(a), take all actions requested by the Collateral Agent to maintain the perfection and priority of the security interest of the Collateral Agent for the ratable benefit of the Secured Parties in the Collateral, if applicable; provided that, in no event shall any Equipment or Inventory of any Grantor be moved to any location outside of the continental United States.

(d) Schedule 10 sets forth for each Grantor (a) all real property owned or leased by such Grantor, (b) if such property is leased, the landlord and the term of the lease, and (c) if such property is held in fee, the holder of any lien on such real property.

(e) Schedule 11 sets forth for each Grantor all of the motor vehicles owned by such Grantor, identifying (a) the unit and VIN numbers, (b) the state where such vehicle is titled, (c) any existing lienholders and (d) the make, model and year of such vehicle. Schedule 11 sets forth for each Grantor all aircraft and boats and all other inventory, equipment and other goods of the Grantor which are subject to any certificate of title or other registration statute of the United States, and state or any other jurisdiction, and provides a description of such goods and indicates the registration system and jurisdiction of such goods.

Section 4.09 Pledged Securities and Pledged Debt.

(a) Schedule 2 sets forth a complete and accurate list of all Pledged Securities and Pledged Debt held by such Grantor as of the date hereof. The Pledged Securities pledged by such Grantor hereunder constitute all of the issued and outstanding Equity Interests of each issuer owned by such Grantor. Such Equity Interests represent all of the outstanding Equity Interests of each such issuer which is a Subsidiary except as noted in such Schedule. All of the Pledged Securities existing on the date hereof have been, and to the extent any Pledged Securities are hereafter issued, such Pledged Securities will be, upon such issuance, duly authorized, validly issued, fully paid and non-assessable. There is no amount or other obligation owing by any Grantor to any issuer of the Pledged Securities in exchange for or in connection with the issuance of the Pledged Securities or any Grantor's status as a partner or a member of any issuer of the Pledged Securities. No Grantor is in default or violation of any material provisions of any agreement to which such Grantor is a party relating to the Pledged Securities.

(b) All of the Pledged Debt described on Schedule 2 has been duly authorized, authenticated or issued, and delivered and is the legal, valid and binding obligation of the issuers thereof, enforceable in accordance with their respective terms (subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally, general equitable principles (whether considered in a proceeding in equity or at law)) and is not in default. The Pledged Debt constitutes all of the issued and outstanding intercompany indebtedness owing to such Grantor and if evidenced by promissory notes, subject to the Intercreditor Agreement, such notes have been delivered to the Collateral Agent.

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(c) No Securities Collateral pledged by such Grantor is subject to any defense, offset or counterclaim, nor have any of the foregoing been asserted or alleged against such Grantor by any Person with respect thereto, and there are no certificates, instruments, documents or other writings (other than the organizational documents and certificates representing such Pledged Securities or Pledged Debt, if any, that, subject to the Intercreditor Agreement, have been delivered to the Collateral Agent) which evidence any Pledged Securities or Pledged Debt of such Grantor.

(d) Each Grantor shall, upon obtaining any Pledged Securities or Pledged Debt of any Person, accept the same in trust for the benefit of the Collateral Agent and, subject to the Intercreditor Agreement, promptly (but in any event within ten Business Days after receipt thereof) deliver to the Collateral Agent an updated Schedule 2, and the certificates and other documents required under Section 3.01 and Section 3.02 in respect of the additional Pledged Securities or Pledged Debt which are to be pledged pursuant to this Agreement, and confirming the Lien hereby created on such additional Pledged Securities or Pledged Debt.

Section 4.10 **Approvals**. In the event that the Collateral Agent desires to exercise any remedies, voting or consensual rights or attorney-in-fact powers set forth in this Agreement and determines it necessary to obtain any approvals or consents of any Governmental Authority or any other Person therefor, then, subject to the Intercreditor Agreement, upon the request of the Collateral Agent, such Grantor agrees to assist the Collateral Agent in obtaining as soon as practicable any necessary approvals or consents for the exercise of any such remedies, rights and powers.

Section 4.11 **Collateral Information**. All information sets forth herein, including the schedules annexed hereto, and all information contained in any documents, schedules and lists heretofore delivered to the Collateral Agent or any Secured Party, in connection with this Agreement, in each case, relating to the Collateral, is accurate and complete. The Collateral described on the schedules hereof constitutes all of the property of such type of Collateral owned or held by the Grantors. Schedule 12 sets forth all policies of insurance for each Grantor.

Section 4.12 **Insurance**. In the event that the proceeds of any insurance claim are paid to any Grantor after the Collateral Agent has exercised its right to foreclose on all or any part of the Collateral during the existence of an Event of Default, such Net Cash Proceeds shall be held in trust for the benefit of the Collateral Agent and, subject to the Intercreditor Agreement, immediately after receipt thereof shall be paid to the Collateral Agent for application in accordance with the Indenture.

Section 4.13 **Compliance With Laws**. Schedule 13 set forth all the Cannabis Licenses and certain Cannabis Inventory necessary to each Grantor's grow operations, if any. Each Grantor shall pay promptly when due all Claims upon the Collateral or incurred in connection with the use or operation of the Collateral or incurred in connection with this Agreement. All Claims imposed upon or assessed against the Collateral have been paid and discharged except to the extent such Claims constitute a Lien not yet due and payable which is a Contested Lien or a Lien permitted by the Indenture. In the event any Grantor shall fail to make such payment contemplated in the immediately preceding sentence, the Collateral Agent may (following notice to the Grantor, to the extent practicable) do so for the account of such Grantor and the Grantors shall promptly reimburse and indemnify the Collateral Agent for all costs and expenses incurred by the Collateral Agent under this Section 4.13 in accordance with Section 9.08. Each Grantor shall comply with all legal requirements applicable to the Collateral the failure to comply with which would reasonably be expected to, individually or in the aggregate, materially impact the value of any substantial portion of the Collateral.

Section 4.14 **Intellectual Property**.

(a) Schedule 6 lists all patents and pending applications, registered trademarks and pending applications, registered domain names, registered copyrights and pending applications and material Intellectual Property Licenses owned by such Grantor;

(b) all Intellectual Property Collateral is valid, subsisting, unexpired and enforceable and has not been abandoned;

(c) except as described on Schedule 6 such Grantor is the exclusive owner of all right, title and interest in and to, or has the right to use, all such Intellectual Property Collateral;

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(d) consummation and performance of this Agreement will not result in the invalidity, unenforceability or impairment of any such Intellectual Property Collateral, or in default or termination of any material Intellectual Property License;

(e) except as described on Schedule 6, there are no outstanding holdings, decisions, consents, settlements, decrees, orders, injunctions, rulings or judgments that would limit, cancel or question the validity or enforceability of any such Intellectual Property Collateral or such Grantor's rights therein or use thereof;

(f) to such Grantor's knowledge, except as described on Schedule 6, the operation of such Grantor's business and such Grantor's use of Intellectual Property Collateral in connection therewith, does not materially infringe or misappropriate the intellectual property rights of any other Person;

(g) except as described in Schedule 6, no action or proceeding is pending or, to such Grantor's actual knowledge after due inquiry, threatened (i) seeking to limit, cancel or question the validity of any Intellectual Property Collateral or such Grantor's ownership interest or rights therein, (ii) which, if adversely determined, could materially impact the value of any such Intellectual Property Collateral or (iii) alleging that any such Intellectual Property Collateral, or such Grantor's use thereof in the operation of its business, infringes or misappropriates the intellectual property rights of any Person; and

(h) to such Grantor's actual knowledge after due inquiry, there has been no substantial impact on such Grantor's rights in its material Trade Secrets as a result of any unauthorized use, disclosure or appropriation by or to any Person, including such Grantor's current and former employees, contractors and agents.

Section 4.15 **Inspection of Collateral**. Each Grantor shall keep the Collateral in good order and repair, ordinary wear and tear excepted, and will not use the same in violation of applicable Legal Requirements or any policy of insurance thereon. Each Grantor shall permit the Collateral Agent, or its designee, to inspect the Collateral at any reasonable time, wherever located, but not more frequently than once per calendar quarter.

ARTICLE V

SECURITIES COLLATERAL

Section 5.01 **Existing Voting Rights and Distributions**.

(a) So long as no Event of Default shall have occurred and be continuing:

(i) Each Grantor shall be entitled to exercise any and all voting and other consensual rights pertaining to the Securities Collateral or any part thereof for any purpose not inconsistent with the terms or purposes hereof, the Indenture or any other Note Document; provided, however, that no Grantor shall in any event exercise such rights in any manner which would reasonably be expected to have a Material Adverse Effect.

(ii) Each Grantor shall, subject to the terms of the Intercreditor Agreement, be entitled to receive and retain, and to utilize free and clear of the Lien hereof, any and all Distributions, if and to the extent made in accordance with the provisions of the Purchase Agreement; provided, however, that any and all such Distributions consisting of rights or interests in the form of securities shall be immediately delivered to the Collateral Agent to hold as Collateral and shall, if received by any Grantor, be received in trust for the benefit of the Collateral Agent, be segregated from the other property or funds of such Grantor and be promptly (but in any event within ten Business Days after receipt thereof) delivered to the Collateral Agent as Collateral in the same form as so received (with any necessary endorsement).

(b) The Collateral Agent shall be, subject to the Intercreditor Agreement, deemed without further action to have granted to each Grantor all necessary consents relating to voting rights and shall, if necessary, upon written request of any Grantor and at the sole cost and expense of such Grantor, from time to time execute and deliver (or cause to be executed and delivered) to such

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Grantor all such instruments as such Grantor may reasonably request in order to permit such Grantor to exercise the voting and other rights which it is entitled to exercise pursuant to Section 5.01(a)(i) and to receive the Distributions which it is authorized to receive and retain pursuant to Section 5.01(a)(ii).

(c) Upon the occurrence and during the continuance of any Event of Default and subject to the Intercreditor Agreement:

(i) All rights of each Grantor to exercise the voting and other consensual rights it would otherwise be entitled to exercise pursuant to Section 5.01(a)(i) shall immediately cease, and all such rights shall thereupon become vested in the Collateral Agent, which shall have the sole right to exercise such voting and other consensual rights.

(ii) All rights of each Grantor to receive Distributions which it would otherwise be authorized to receive and retain pursuant to Section 5.01(a)(ii) shall immediately cease and all such rights shall thereupon become vested in the Collateral Agent, which shall have the sole right to receive and hold such Distributions as Collateral.

(d) Each Grantor shall, subject to the terms of the Intercreditor Agreement, at its sole cost and expense, from time to time execute and deliver to the Collateral Agent appropriate instruments as the Collateral Agent may request in order to permit the Collateral Agent to exercise the voting and other rights which it may be entitled to exercise pursuant to Section 5.01(c)(i) and to receive all Distributions which it may be entitled to receive under Section 5.01(c)(ii).

(e) All Distributions which are received by any Grantor contrary to the provisions of Section 5.01(a)(ii) or Section 5.01(c) shall be received in trust for the benefit of the Collateral Agent, shall be segregated from other funds of such Grantor and shall promptly (but in any event within ten Business Days after receipt thereof by such Grantor) be paid over to the Collateral Agent as Collateral in the same form as so received (with any necessary endorsement).

Section 5.02 **Certain Agreements of Grantors**.

(a) In the case of each Grantor which is an issuer of Securities Collateral, such Grantor agrees to be bound by the terms of this Agreement relating to the Securities Collateral issued by it and will comply with such terms insofar as such terms are applicable to it.

(b) In the case of each Grantor which is a partner, shareholder or member, as the case may be, in a partnership, limited liability company or other entity, such Grantor hereby (i) consents to the extent required by the applicable organizational document to the pledge by each other Grantor, pursuant to the terms hereof, of the Pledged Securities in such partnership, limited liability company or other entity and, upon the occurrence and during the continuance of an Event of Default, subject to the terms of the Intercreditor Agreement, to the transfer of such Pledged Securities to the Collateral Agent or its nominee and to the substitution of the Collateral Agent or its nominee as a substituted partner, shareholder or member in such partnership, limited liability company or other entity with all the rights, powers and duties of a general partner, limited partner, shareholder or member, as the case may be, and (ii) irrevocably waives any and all provisions of the applicable organizational documents that conflict with the terms of this Agreement or prohibit, restrict, condition or otherwise affect the grant hereunder of any Lien on any of the Collateral or any enforcement action which may be taken in respect of any such Lien.

ARTICLE VI

INTELLECTUAL PROPERTY COLLATERAL

Section 6.01 **Intellectual Property License**. For the purpose of enabling the Collateral Agent, during the continuance of an Event of Default, to exercise rights and remedies under ARTICLE VIII hereof at such time as the Collateral Agent shall be lawfully entitled to exercise such rights and remedies, and for no other purpose, each Grantor hereby grants to the Collateral Agent, to the extent of such Grantor's rights and effective only during the continuance of an Event of Default, an irrevocable, non-exclusive license, subject, in the case of Trademarks, to sufficient rights to quality control and inspection in favor of such Grantor to avoid the risk of invalidation

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of such Trademarks, to use and sublicense any of the Intellectual Property Collateral then owned by or licensed to such Grantor. Such license shall include access to all devices, products and media in which any of the Intellectual Property Collateral is embodied, embedded, recorded or stored and to all computer programs used for the compilation or printout hereof.

Section 6.02 **Dealing With Intellectual Property**. On a continuing basis, each Grantor shall, at its sole cost and expense:

(a) promptly following its becoming aware thereof, notify the Collateral Agent of any adverse determination in any proceeding or the institution of any proceeding in any federal, state or local court or administrative body or in the United States Patent and Trademark Office or the United States Copyright Office regarding such Grantor's claim of ownership in or right to use any of the material Intellectual Property Collateral, such Grantor's right to register such Intellectual Property Collateral or its right to keep and maintain such registration in full force and effect;

(b) maintain and protect the material Intellectual Property Collateral as presently used and operated and as contemplated by the Indenture;

(c) not permit to lapse or become abandoned any material Intellectual Property Collateral as presently used and operated and as contemplated by the Indenture, and not settle or compromise any pending or future litigation or administrative proceeding with respect to such Intellectual Property Collateral, in each case except as shall be consistent with commercially reasonable business judgment;

(d) upon such Grantor obtaining actual knowledge after due inquiry thereof, promptly notify the Collateral Agent in writing of any event which may be reasonably expected to materially and adversely affect the value or utility of any of the material Intellectual Property Collateral or the rights and remedies of the Collateral Agent in relation thereto including a levy or threat of levy or any legal process against the Intellectual Property Collateral or any portion thereof;

(e) not license the Intellectual Property Collateral other than licenses entered into by such Grantor in, or incidental to, the ordinary course of business, or amend or permit the amendment of any of the licenses in a manner that materially and adversely affects the right to receive payments thereunder, or in any manner that could materially impair the value of the Intellectual Property Collateral or the Lien on and security interest in the Intellectual Property Collateral created hereby, without the consent of the Collateral Agent;

(f) diligently keep adequate records respecting its Intellectual Property Collateral; and

(g) furnish to the Collateral Agent from time to time upon the Collateral Agent's reasonable request therefor reasonably detailed statements and amended schedules further identifying and describing the Intellectual Property Collateral and such other materials evidencing or reports pertaining to the Intellectual Property Collateral as the Collateral Agent may from time to time reasonably request, but no more frequently than once per calendar quarter.

Section 6.03 **Additional Intellectual Property**.

(a) If any Grantor shall at any time after the date hereof (i) obtain any rights to any additional Intellectual Property Collateral or (i) become entitled to the benefit of any additional Intellectual Property Collateral or any registration, renewal or extension thereof, including any reissue, division, continuation, or continuation-in-part of any Intellectual Property Collateral, or any improvement on any Intellectual Property Collateral, the provisions hereof shall automatically apply thereto and any such item enumerated in Section 6.03(a)(i) or Section 6.03(a)(ii) with respect to such Grantor shall automatically constitute Intellectual Property Collateral as if such would have constituted Intellectual Property Collateral at the time of execution hereof and be subject to the Lien and security interest created by this Agreement without further action by any party.

(b) Each Grantor shall promptly within 45 days of the end of each fiscal quarter (i) provide to the Collateral Agent written notice of any of the foregoing and (ii) upon the Collateral Agent's request, confirm the attachment of the Lien and security interest created by this Agreement to any rights described Section 6.03(a)(i) or Section 6.03(a)(ii) by execution of an instrument in form

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reasonably acceptable to the Collateral Agent and the filing of any instruments or statements as shall be reasonably necessary to create, preserve, protect or perfect the Collateral Agent's security interest in such Intellectual Property Collateral, including by execution and filing of a supplemental Intellectual Property Security Agreement in accordance with Section 3.06. Further, each Grantor authorizes the Collateral Agent to modify this Agreement by amending Schedule 6 hereof to include any such Intellectual Property Collateral of such Grantor.

Section 6.04 **Intellectual Property Litigation**. Unless there shall occur and be continuing any Event of Default, each Grantor shall have the right to commence and prosecute in its own name, as the party in interest, for its own benefit and at the sole cost and expense of the Grantors, such applications for protection of the Intellectual Property Collateral and suits, proceedings or other actions to prevent the infringement, misappropriation, counterfeiting, unfair competition, dilution, diminution in value or other damage as are necessary to protect the Intellectual Property Collateral. Upon the occurrence and during the continuance of any Event of Default, subject to the Intercreditor Agreement, the Collateral Agent shall have the right but shall in no way be obligated to file applications for protection of the Intellectual Property Collateral and/or bring suit in the name of any Grantor, the Collateral Agent or the Secured Parties to enforce the Intellectual Property Collateral and any license thereunder. In the event of such suit, each Grantor shall, at the reasonable request of the Collateral Agent, do any and all commercially reasonable acts and execute any and all documents reasonably requested by the Collateral Agent in aid of such enforcement and the Grantors shall promptly reimburse and indemnify the Collateral Agent for all reasonable costs and expenses incurred by the Collateral Agent in the exercise of its rights under this Section 6.04 in accordance with Section 9.08. In the event that the Collateral Agent shall elect not to bring suit to enforce the Intellectual Property Collateral as permitted by this Section 6.04 and an Event of Default has occurred and is continuing, each Grantor agrees, at the reasonable request of the Collateral Agent, to take all commercially reasonable actions necessary, whether by suit, proceeding or other action, to prevent the infringement, misappropriation, counterfeiting, unfair competition, dilution, diminution in value of or other damage to any of the Intellectual Property Collateral by others and for that purpose agrees to diligently maintain any suit, proceeding or other action against any Person so infringing necessary to prevent such infringement.

Section 6.05 **Foreign Intellectual Property**. No Grantor shall be responsible for any costs or expenses, legal or otherwise, incurred by the Collateral Agent in connection with the perfection of the security interest created hereby in foreign Intellectual Property Collateral and Intellectual Property Licenses, for registrations and filings in jurisdictions located outside of the United States or covering rights in such jurisdictions relating to such foreign Intellectual Property Collateral and Intellectual Property Licenses.

ARTICLE VII

RECEIVABLES

Section 7.01 **Dealing With Receivables**. Each Grantor shall keep and maintain at its own cost and expense complete records of each Receivable, including records of all payments received, all credits granted thereon, all merchandise returned and all other documentation relating thereto. Each Grantor shall, at such Grantor's sole cost and expense, upon the Collateral Agent's demand made at any time after the occurrence and during the continuance of any Event of Default, subject to the Intercreditor Agreement, deliver copies of all tangible evidence of Receivables, including copies of all documents evidencing Receivables and any books and records relating thereto to the Collateral Agent or to its representatives. Each Grantor shall legend, at the request of the Collateral Agent and in form and manner satisfactory to the Collateral Agent, the Receivables and the other books, records and documents of such Grantor evidencing or pertaining to the Receivables with an appropriate reference to the fact that the Receivables have been assigned to the Collateral Agent for the ratable benefit of the Secured Parties and that the Collateral Agent has a security interest therein.

Section 7.02 **Modification of Receivables**. Other than in the ordinary course of business consistent with its past practice or as permitted under the Indenture, such Grantor will not (a) grant any extension of the time of payment of any Receivable, (b) compromise or settle any Receivable for less than the full amount thereof, (c) release, wholly or partially, any Person liable for the payment of any Receivable, (d) allow any credit or discount whatsoever on any Receivable or (e) amend, supplement or modify any Receivable in any manner that could adversely affect the value thereof.

ARTICLE VIII

REMEDIES

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Section 8.01 Remedies.

(a) If any Event of Default shall have occurred and be continuing, subject to the terms of the Intercreditor Agreement, the Collateral Agent may exercise, without any other notice to or demand upon any Grantor, in addition to the other rights and remedies provided for herein or in any other Note Document or otherwise available to it, all the rights and remedies of a secured party upon default under the UCC (whether or not the UCC applies to the affected Collateral) and also may:

(i) require each Grantor to, and each Grantor hereby agrees that it will at its expense and upon request of the Collateral Agent immediately, assemble the Collateral (including all cannabis-related assets) or any part thereof, as directed by the Collateral Agent and make it available to the Collateral Agent at a place and time to be designated by the Collateral Agent;

(ii) without notice except as specified below, sell, resell, assign and deliver or grant a license to use or otherwise dispose of the Collateral or any part thereof (including any cannabis-related assets), in one or more parcels at public or private sale, at any of the Collateral Agent's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as the Collateral Agent may deem commercially reasonable;

(iii) subject to the terms of any applicable Collateral Access Agreement, occupy any premises owned or leased by any of the Grantors where the Collateral (including cannabis-related assets) or any part thereof is assembled or located for a reasonable period in order to effectuate its rights and remedies hereunder or under law, without obligation to such Grantor in respect of such occupation; and

(iv) exercise any and all rights and remedies of any of the Grantors under or in connection with the Collateral (including cannabis-related assets), or otherwise in respect of the Collateral, including without limitation, (A) any and all rights of such Grantor to demand or otherwise require payment of any amount under, or performance of any provision of, the Contracts, the Receivables, and the other Collateral, (B) withdraw, or cause or direct the withdrawal of, all funds with respect to the Deposit Accounts, (C) exercise all other rights and remedies with respect to the Receivables, and the other Collateral, including without limitation, those set forth in Section 9-607 of the UCC and (D) exercise any and all voting, consensual and other rights with respect to any Collateral.

(b) Each Grantor agrees that, to the extent notice of sale shall be required by law, at least ten days' notice to such Grantor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. At any sale of the Collateral, if permitted by applicable law, the Collateral Agent may be the purchaser, licensee, assignee or recipient of the Collateral or any part thereof and shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold, assigned or licensed at such sale, to use and apply any of the Secured Obligations as a credit on account of the purchase price of the Collateral or any part thereof payable at such sale. To the extent permitted by applicable law, each Grantor waives all claims, damages and demands it may acquire against the Collateral Agent arising out of the exercise by it of any rights hereunder. Each Grantor hereby waives and releases to the fullest extent permitted by law any right or equity of redemption with respect to the Collateral, whether before or after sale hereunder, and all rights, if any, of marshalling the Collateral and any other security for the Secured Obligations or otherwise. The Collateral Agent shall not be liable for failure to collect or realize upon any or all of the Collateral or for any delay in so doing nor shall it be under any obligation to take any action with regard thereto. The Collateral Agent shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. The Collateral Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. Each Grantor agrees that it would not be commercially unreasonable for the Collateral Agent to dispose of the Collateral or any portion thereof by utilizing internet sites that routinely provide for the auction of assets of the type included in the Collateral. The Collateral Agent shall not be obligated to clean-up or otherwise prepare the Collateral for sale.

(c) If any Event of Default shall have occurred and be continuing, subject to the terms of the Intercreditor Agreement, all payments received by any Grantor in respect of the Collateral shall be received in trust for the benefit of the Collateral

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Agent, shall be segregated from other funds of such Grantor and shall be forthwith paid over the Collateral Agent in the same form as so received (with any necessary endorsement).

(d) If any Event of Default shall have occurred and be continuing, subject to the terms of the Intercreditor Agreement, the Collateral Agent may, without notice to any Grantor except as required by law and at any time or from time to time, charge, set off and otherwise apply all or part of the Secured Obligations against any funds deposited with it or held by it.

(e) If any Event of Default shall have occurred and be continuing, subject to the terms of the Intercreditor Agreement, upon the written demand of the Collateral Agent, each Grantor shall execute and deliver to the Collateral Agent an assignment or assignments of any or all of the Intellectual Property Collateral and applicable Cannabis Licenses and such other documents and take such other actions as are necessary or appropriate to carry out the intent and purposes hereof. Within five Business Days of written notice thereafter from the Collateral Agent, each Grantor shall make available to the Collateral Agent, to the extent within such Grantor's power and authority, such personnel in such Grantor's employ on the date of the Event of Default as the Collateral Agent may reasonably designate to permit such Grantor to continue, directly or indirectly, to produce, advertise and sell the products and services sold by such Grantor under the Intellectual Property Collateral, and such persons shall be available to perform their prior functions on the Collateral Agent's behalf.

(f) If the Collateral Agent shall determine to exercise its right to sell all or any of the Securities Collateral of any Grantor pursuant to this Section 8.01, each Grantor agrees that, upon request of the Collateral Agent, such Grantor will, at its own expense:

(i) provide the Collateral Agent with such information and projections as may be necessary or, in the opinion of the Collateral Agent, advisable to enable the Collateral Agent to effect the sale of such Securities Collateral; and

(ii) do or cause to be done all such other acts and things as may be necessary to make such sale of such Securities Collateral or any part thereof valid and binding and in compliance with applicable law.

(g) Subject to the confidentiality provisions set forth in the Indenture, the Collateral Agent is authorized, in connection with any sale of the Securities Collateral pursuant to this Section 8.01, to deliver any information provided to it by any Grantor at any time.

(h) Each Grantor acknowledges the impossibility of ascertaining the amount of damages that would be suffered by the Collateral Agent and the Secured Parties by reason of the failure of such Grantor to perform any of the covenants contained in Section 8.01(f); and consequently, agrees that, if such Grantor shall fail to perform any of such covenants, it will pay, as liquidated damages and not as a penalty, an amount equal to the value of the Securities Collateral on the date the Collateral Agent demands compliance with Section 8.01(f).

Section 8.02 **No Waiver and Cumulative Remedies**. The Collateral Agent shall not by any act (except by a written instrument pursuant to Section 9.06), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any Default or Event of Default. No failure on the part of the Collateral Agent to exercise, no course of dealing with respect to, and no delay on the part of the Collateral Agent in exercising, any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, power, privilege or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power, privilege or remedy; nor shall the Collateral Agent be required to look first to, enforce or exhaust any other security, collateral or guaranties. All rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies provided by law.

Section 8.03 **Application of Proceeds**. Upon the exercise by the Collateral Agent of its remedies hereunder, any proceeds received by the Collateral Agent in respect of any realization upon any Collateral shall be applied, together with any other sums then held by the Collateral Agent pursuant to this Agreement, in accordance with the Indenture. Each Grantor shall remain liable for any deficiency if the proceeds of any sale or other disposition of the Collateral are insufficient to pay the Secured Obligations and the fees and other charges of any attorneys employed by the Collateral Agent to collect such deficiency.

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ARTICLE IX

MISCELLANEOUS

Section 9.01 **Concerning Collateral Agent**.

(a) **Appointment**. The Collateral Agent has been appointed as collateral agent in the Indenture and shall act in accordance with the terms of the Indenture. The Collateral Agent may exercise or refrain from exercising any rights (including making demands and giving notices) and take or refrain from taking any action (including the release or substitution of the Collateral), in accordance with this Agreement and the Indenture. The Collateral Agent may employ agents and attorneys-in-fact in connection herewith and shall not be liable for the negligence or misconduct of any such agents or attorneys-in-fact selected by it in good faith. The Collateral Agent may resign, and a successor Collateral Agent may be appointed in the manner provided in the Indenture. On the acceptance of appointment as the successor Collateral Agent, that successor Collateral Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring Collateral Agent under this Agreement, and the retiring Collateral Agent shall thereupon be discharged from its duties and obligations under this Agreement. After any retiring Collateral Agent's resignation, the provisions hereof shall inure to its benefit as to any actions taken or omitted to be taken by it under this Agreement while it was the Collateral Agent.

(b) **Duty of care**. The Collateral Agent's sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession, under Section 9-207 of the UCC or otherwise, shall be to deal with it in the same manner as the Collateral Agent deals with its own property consisting of similar instruments or interests. Neither the Collateral Agent nor any of the Secured Parties shall have responsibility for (i) ascertaining or taking action whatsoever with regard to any Collateral (including matters relating to the Pledged Securities, whether or not the Collateral Agent or any other Secured Party has or is deemed to have knowledge of such matters) or (ii) taking any necessary steps to preserve rights against any Person with respect to any Collateral.

(c) **Reliance**. The Collateral Agent shall be entitled to rely upon any written notice, statement, certificate, order or other document or any telephone message believed by it to be genuine and correct and to have been signed, sent or made by the proper Person, and, with respect to all matters pertaining to this Agreement and its duties hereunder.

(d) **Conflict**. If any item of Collateral also constitutes collateral granted to the Collateral Agent under any other deed of trust, mortgage, security agreement, pledge or instrument of any type, in the event of any conflict between the provisions hereof and the provisions of such other document in respect of such collateral, the provisions of this Agreement shall control unless the other deed of trust, mortgage, security agreement, pledge or instrument expressly states otherwise.

Section 9.02 **Performance By Collateral Agent**. Provided that such action does not violate any applicable Legal Requirements, if any Grantor shall fail to perform any covenants contained in this Agreement (including covenants to pay insurance, taxes and claims arising by operation of law in respect of the Collateral and to pay or perform any Grantor obligations under any Collateral) or if any representation or warranty on the part of any Grantor contained herein shall be breached, the Collateral Agent may (but shall not be obligated to) following notice to such Grantor of such failure to perform and such Grantor's failure to remedy such failure within a commercially reasonable time period, do the same or cause it to be done or remedy any such breach, and may make payments for such purpose; provided, however, that the Collateral Agent shall in no event be bound to inquire into the validity of any tax, Lien, imposition or other obligation which such Grantor fails to pay or perform as and when required hereby and which such Grantor does not contest in accordance with the provisions of the Purchase Agreement. Any and all amounts so paid by the Collateral Agent shall be reimbursed by the Grantors in accordance with the provisions of Section 9.08. Neither the provisions of this Section 9.02 nor any action taken by the Collateral Agent pursuant to the provisions of this Section 9.02 shall prevent any such failure to observe any covenant contained in this Agreement nor any breach of representation or warranty from constituting an Event of Default.

Section 9.03 **Power of Attorney**. Each Grantor hereby appoints the Collateral Agent its attorney-in-fact, with full power and authority in the place and stead of such Grantor and in the name of such Grantor, or otherwise, from time to time during the existence and continuance of any Event of Default, subject to the terms of the Intercreditor Agreement, to take any action and to execute any instrument consistent with the terms of the Indenture and the other Note Documents which the Collateral Agent may deem necessary or advisable

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to accomplish the purposes hereof (but the Collateral Agent shall not be obligated to and neither the Collateral Agent nor any Secured Party shall have any liability to such Grantor or any third party for failure to so do or take action). Except where prior notice is expressly required by the terms of this Agreement, the Collateral Agent shall use commercially reasonable efforts to provide notice to the Grantor prior to taking any action taken in the preceding sentence, provided that failure to deliver such notice shall not limit the Collateral Agent's right to take such action or the validity of any such action. The foregoing grant of authority is a power of attorney coupled with an interest and such appointment shall be irrevocable for the term hereof. Each Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof.

Section 9.04 **Continuing Security Interest and Assignment**. This Agreement shall create a continuing security interest in the Collateral and shall (a) be binding upon the Grantors, their respective successors and assigns and (b) inure, together with the rights and remedies of the Collateral Agent hereunder, to the benefit of the Collateral Agent and the other Secured Parties and each of their respective permitted successors, transferees and assigns and their respective officers, directors, employees, affiliates, agents, advisors and controlling Persons; provided that, no Grantor shall assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the Collateral Agent and any attempted assignment or transfer without such consent shall be null and void. Without limiting the generality of the foregoing subsection (b), any Secured Party may assign or otherwise transfer any indebtedness held by it secured by this Agreement to any other Person, and such other Person shall thereupon become vested with all the benefits in respect thereof granted to such Secured Party, herein or otherwise, subject however, to the provisions of the Indenture.

Section 9.05 **Termination and Release**.

(a) At such time as the Loans and the other Secured Obligations shall have been paid in full (other than contingent indemnification obligations in which no claim has been made or is reasonably foreseeable), the Collateral shall be released from the Liens created hereby, and this Agreement and all obligations (other than those expressly stated to survive such termination) of the Collateral Agent and each Grantor hereunder shall terminate, all without delivery of any instrument or any further action by any party, and all rights to the Collateral shall revert to the Grantors. At the request and sole expense of any Grantor following any such termination, the Collateral Agent shall deliver to such Grantor any Collateral held by the Collateral Agent hereunder and execute and deliver to such Grantor such documents as such Grantor shall reasonably request to evidence such termination.

(b) If any of the Collateral shall be sold, transferred or otherwise disposed of by any Grantor in a transaction permitted by the Indenture, then the Lien created pursuant to this Agreement in such Collateral shall be released, and the Collateral Agent, at the request and sole expense of such Grantor, shall execute and deliver to such Grantor all releases and other documents reasonably necessary or advisable for the release of the Liens created hereby on such Collateral; provided that the Grantors shall provide to the Collateral Agent evidence of such transaction's compliance with the Indenture and the other Note Documents as the Collateral Agent shall reasonably request. At the request and sole expense of the Grantors, a Grantor shall be released from its obligations hereunder in the event that all the Equity Interests of such Grantor are sold, transferred or otherwise disposed of in a transaction permitted by the Indenture; provided that the Grantors shall have delivered to the Collateral Agent, at least five Business Days (or such shorter period reasonably acceptable to the Collateral Agent) prior to the date of the proposed release, a written request for release identifying the relevant Grantor and the terms of the sale or other disposition in reasonable detail, including the price thereof and any expenses in connection therewith, together with a certification by the Grantors stating that such transaction is in compliance with the Indenture and the other Note Documents.

Section 9.06 **Modification in Writing**. None of the terms or provisions of this Agreement may be amended, modified, supplemented, terminated or waived, and no consent to any departure by any Grantor therefrom shall be effective, except by a written instrument signed by the Collateral Agent in accordance with the terms of the Indenture. Any amendment, modification or supplement of any provision hereof, any waiver of any provision hereof and any consent to any departure by any Grantor from the terms of any provision hereof in each case shall be effective only in the specific instance and for the specific purpose for which made or given. This Agreement shall be construed as a separate agreement with respect to each Grantor and may be amended, modified, supplemented, terminated or waived with respect to any Grantor without the approval of any other Grantor and without affecting the obligations of any other Grantor hereunder.

Section 9.07 **Notices**. Unless otherwise provided herein, any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be given in the manner and become effective as set forth in the Indenture, and,

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as to any Grantor, addressed to it at the address of such Grantor set forth in Schedule 1 hereof and as to the Collateral Agent, addressed to it at the address set forth in the Indenture, or in each case at such other address as shall be designated by such party in a written notice to the other party.

Section 9.08 **Indemnity and Expenses**.

(a) Each Grantor shall indemnify and exculpate the Collateral Agent (and any sub-agent thereof), each other Secured Party, and each Related Party of any of the foregoing Persons (each such Person being called an "***Indemnitee***") in accordance with Section 7.06 of the Indenture.

(b) [Reserved]

(c) Each Grantor agrees to pay or reimburse the Collateral Agent for all its costs and expenses incurred in collecting against such Grantor its Secured Obligations or otherwise protecting, enforcing or preserving any rights or remedies under this Agreement and the other Note Documents to which such Grantor is a party, including the fees and other charges of counsel to the Collateral Agent.

(d) All amounts due under this Section 9.08 shall be payable not later than 5 business days after demand therefor, shall constitute Secured Obligations and, if such amounts remain unpaid for 15 days, then such unpaid amounts shall bear interest until paid at a rate per annum equal to the highest rate per annum at which interest would then be payable on any past due Note under the Indenture.

(e) Without prejudice to the survival of any other agreement of any Grantor under this Agreement or any other Note Documents, the agreements and obligations of each Grantor contained in this Section 9.08 shall survive termination of the Note Documents and payment in full of the Obligations and all other amounts payable under this Agreement.

Section 9.09 **Governing Law, Consent to Jurisdiction and Waiver of Jury Trial**. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the State of New York. The other provisions of Section 14.06 (Governing Law and Waiver of Jury Trial) of the Indenture are incorporated herein, mutatis mutandis, as if a part hereof.

Section 9.10 **Severability of Provisions**. Any provision hereof which is invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without invalidating the remaining provisions hereof or affecting the validity, legality or enforceability of such provision in any other jurisdiction.

Section 9.11 **No Release**. Nothing set forth in this Agreement or any other Note Document, nor the exercise by the Collateral Agent of any of the rights or remedies hereunder, shall relieve any Grantor from the performance of any term, covenant, condition or agreement on such Grantor's part to be performed or observed in respect of any of the Collateral or from any liability to any Person in respect of any of the Collateral or shall impose any obligation on the Collateral Agent or any other Secured Party to perform or observe any such term, covenant, condition or agreement on such Grantor's part to be so performed or observed or shall impose any liability on the Collateral Agent or any other Secured Party for any act or omission on the part of such Grantor relating thereto or for any breach of any representation or warranty on the part of such Grantor contained in this Agreement, the Indenture or the other Note Documents, or in respect of the Collateral or made in connection herewith or therewith. Anything herein to the contrary notwithstanding, neither the Collateral Agent nor any other Secured Party shall have any obligation or liability under any contracts, agreements and other documents included in the Collateral by reason of this Agreement, nor shall the Collateral Agent or any other Secured Party be obligated to perform any of the obligations or duties of any Grantor thereunder or to take any action to collect or enforce any such contract, agreement or other document included in the Collateral. The obligations of each Grantor contained in this Section 9.11 shall survive the termination hereof and the discharge of such Grantor's other obligations under this Agreement, the Indenture and the other Note Documents.

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Section 9.12 **Obligations Absolute**. Each Grantor hereby waives demand, notice, protest, notice of acceptance of this Agreement, notice of loans made, credit extended, Collateral received or delivered or other action taken in reliance hereon and all other demands and notices of any description. All obligations of each Grantor hereunder shall be absolute and unconditional irrespective of:

(a) any illegality or lack of validity or enforceability of any Secured Obligation or any Note Document or any related agreement or instrument;

(b) any change in the time, place or manner of payment of, or in any other term of, the Secured Obligations or any other obligation of any Issuer or any other Grantor under any Note Document, or any amendment or other modification of any Note Document or any other agreement, including any increase in the Secured Obligations resulting from any extension of additional credit or otherwise;

(c) any taking, exchange, substitution, release, impairment or non-perfection of any Collateral, or any taking, release, impairment, amendment, waiver or other modification of any guaranty, for the Secured Obligations;

(d) any manner of sale, disposition or application of proceeds of any Collateral or any other collateral or other assets to all or part of the Secured Obligations;

(e) any default, failure or delay, willful or otherwise, in the performance of the Secured Obligations;

(f) any change, restructuring or termination of the corporate structure, ownership or existence of any Issuer or any other Grantor;

(g) any failure of any Secured Party to disclose to the Issuer or any other Grantor any information relating to the business, condition (financial or otherwise), operations, performance, properties or prospects of the Issuer or any other Grantor now or hereafter known to such Secured Party; each Grantor waiving any duty of the Secured Parties to disclose such information;

(h) the failure of any other Person to execute or deliver this Agreement, any Joinder Agreement or any other agreement or the release or reduction of liability of any Grantor or other grantor or surety with respect to the Secured Obligations;

(i) the failure of any Secured Party to assert any claim or demand or to exercise or enforce any right or remedy under the provisions of any Loan Document or otherwise;

(j) any defense, set-off or counterclaim (other than a defense of payment or performance) that may at any time be available to, or be asserted by, any Grantor against any Secured Party; or

(k) any other circumstance (including, without limitation, any statute of limitations) or manner of administering the Loans or any existence of or reliance on any representation by any Secured Party that might vary the risk of any Grantor or otherwise operate as a defense available to, or a legal or equitable discharge of, the Issuer or any other Grantor or any other guarantor or surety.

Section 9.13 **Counterparts; Integration; Effectiveness**. This Agreement and any amendments, waivers, consents or supplements hereto may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all taken together shall constitute a single contract. This Agreement and the other Note Documents, and any separate letter agreements with respect to fees payable to the Collateral Agent, constitute the entire contract among the parties with respect to the subject matter hereof and supersede all previous agreements and understandings, oral or written, with respect thereto. This Agreement shall become effective when it shall have been executed by the Collateral Agent and when the Collateral Agent shall have received counterparts hereof signed by each of the other parties hereto. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic PDF format shall be effective as delivery of a manually executed counterpart of this Agreement. The words "***execution,***" "***signed,***" "***signature,***" and words of similar import in this Agreement shall be deemed to include electronic or digital signatures or electronic records, each of which shall be of the same effect, validity, and enforceability as manually executed

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signatures or a paper-based recordkeeping system, as the case may be, to the extent and as provided for under applicable law, including the Electronic Signatures in Global and National Commerce Act of 2000 (15 U.S.C. §§ 7001 to 7031), the Uniform Electronic Transactions Act (UETA), or any state law based on the UETA.

[Signature Page Follows]

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

ISSUER:

MEDICINE MAN TECHNOLOGIES, INC.

By: /s/ Justin Dye
Name: Justin Dye
Title: Chief Executive Officer

GRANTORS:

DOUBLE BROW, LLC
By: Schwazze Colorado LLC, its Sole Member
By: Medicine Man Technologies, Inc., its Manager

By: /s/ Justin Dye
Name: Justin Dye
Title: Chief Executive Officer

MISSION HOLDING, LLC
By: Schwazze Colorado LLC, its Sole Member
By: Medicine Man Technologies, Inc., its Manager

By: /s/ Justin Dye

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Name: Justin Dye
Title: Chief Executive Officer

[Signature Page to Securities Purchase Agreement]

SCG HOLDING, LLC
By: Medicine Man Technologies, Inc., its Sole Member

By: /s/ Justin Dye
Name: Justin Dye
Title: Chief Executive Officer

SCHWAZZE COLORADO LLC
By: Medicine Man Technologies, Inc., its Manager

By: /s/ Justin Dye
Name: Justin Dye
Title: Chief Executive Officer

SCHWAZZE BIOSCIENCES, LLC
By: Schwazze Colorado LLC, its Sole Member
By: Medicine Man Technologies, Inc., its Manager

By: /s/ Justin Dye
Name: Justin Dye
Title: Chief Executive Officer

SBUD LLC
By: Schwazze Colorado LLC, its Manager
By: Medicine Man Technologies, Inc., its Manager

By: /s/ Justin Dye
Name: Justin Dye
Title: Chief Executive Officer

MEDICINE MAN CONSULTING, INC.

By: /s/ Justin Dye
Name: Justin Dye
Title: President

[Signature Page to Securities Purchase Agreement]

TWO J'S LLC

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By: Medicine Man Technologies, Inc., its Sole Member

By: /s/ Justin Dye
Name: Justin Dye
Title: Chief Executive Officer

MESA ORGANICS LTD.
By: Medicine Man Technologies, Inc., its Manager

By: /s/ Justin Dye
Name: Justin Dye
Title: Chief Executive Officer

MESA ORGANICS II LTD
By: Medicine Man Technologies, Inc., its Manager

By: /s/ Justin Dye
Name: Justin Dye
Title: Chief Executive Officer

MESA ORGANICS III LTD
By: Medicine Man Technologies, Inc., its Manager

By: /s/ Justin Dye
Name: Justin Dye
Title: Chief Executive Officer

MESA ORGANICS IV LTD
By: Medicine Man Technologies, Inc., it Manager

By: /s/ Justin Dye
Name: Justin Dye
Title: Chief Executive Officer

[Signature Page to Securities Purchase Agreement]

PBS HOLDCO LLC
By: Medicine Man Technologies, Inc., its Manager

By: /s/ Justin Dye
Name: Justin Dye
Title: Chief Executive Officer

SCHWAZZE IP HOLDCO LLC
By: Medicine Man Technologies, Inc., its Manager

By: /s/ Justin Dye
Name: Justin Dye

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Title: Chief Executive Officer

MIH MANAGER LLC
By: Medicine Man Technologies, Inc., its Manager

By: /s/ Justin Dye
Name: Justin Dye
Title: Chief Executive Officer

EMERALD FIELDS MERGER SUB, LLC
By: Schwazze Colorado LLC, its Sole Member
By: Medicine Man Technologies, Inc., its Manager

By: /s/ Justin Dye
Name: Justin Dye
Title: Chief Executive Officer

NUEVO HOLDING, LLC
By: Schwazze New Mexico, LLC, its Manager
By: Medicine Man Technologies, Inc., its Manager

By: /s/ Justin Dye
Name: Justin Dye
Title: Chief Executive Officer

NUEVO ELEMENTAL HOLDING, LLC
By: Schwazze New Mexico, LLC, its Manager
By: Medicine Man Technologies, Inc., its Manager

By: /s/ Justin Dye
Name: Justin Dye
Title: Chief Executive Officer

SCHWAZZE NEW MEXICO, LLC
By: Medicine Man Technologies, Inc., its Manager

By: /s/ Justin Dye
Name: Justin Dye
Title: Chief Executive Officer

COLLATERAL AGENT:

CHICAGO ATLANTIC ADMIN LLC

By: /s/ Peter Sack
Name: Peter Sack
Title: Managing Director & Co-President

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Schedule 1
Notices

c/o Medicine Man Technologies, Inc.
4880 Havana Street, Suite 201
Denver, CO 80239
Telephone: (303) 371-0387
Facsimile: (303) 371-0598
Attention: General Counsel
E-mail: dan@schwazze.com

Schedule 2
Pledged Securities and Pledged Debt

Pledged Debt

1. Purchase and Sale Agreement, dated January 13, 2021, by and between Medicine Man Technologies, Inc. and Colorado Cannabis Company LLC.

Pledged Securities

Grantor	Issuer	Pledged Securities
Medicine Man Technologies, Inc.	PBS HoldCo LLC	100% Equity Interests
	Schwazze Colorado LLC	100% Equity Interests
	Mesa Organics Ltd.	100% Equity Interests
	Medicine Man Consulting, Inc.	1,000 shares of Common Stock, $0.001 par value per share, constituting 100% Equity Interests, evidenced by certificate number 01
	Two Js LLC	100% Equity Interests
	SCG Holding, LLC	100% Equity Interests
	Schwazze IP Holdco LLC	100% Equity Interests
	MIH Manager LLC	100% Equity Interests
	Schwazze New Mexico, LLC	100% Equity Interests
Mesa Organics Ltd.	Mesa Organics II Ltd	100% Equity Interests
	Mesa Organics III Ltd	100% Equity Interests
	Mesa Organics IV Ltd	100% Equity Interests
Schwazze Colorado LLC	SBUD LLC	100% Equity Interests

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	Schwazze Biosciences, LLC	100% Equity Interests
	Double Brow, LLC	100% Equity Interests
	Mission Holding, LLC	100% Equity Interests
	Emerald Fields Merger Sub, LLC	100% Equity Interests
Schwazze New Mexico, LLC	Nuevo Holding, LLC	100% Equity Interests
	Nuevo Elemental Holding, LLC	100% Equity Interests
Canada House Wellness Group Inc.	CHV.CN	5,883,514 shares of Common Stock evidenced by certificate number [Redacted]
		5,883,513 shares of Common Stock evidenced by certificate number [Redacted]
		5,883,513 shares of Common Stock evidenced by certificate number [Redacted]

Schedule 3
Perfection Filings and Filing Offices

Grantor	Filing	Filing Office
Medicine Man Technologies, Inc.	UCC-1 Financing Statement	Nevada Secretary of State
SBUD LLC	UCC-1 Financing Statement	Colorado Secretary of State
	Lien notice on certificate of title to 2018 Subaru Outback, VIN [Redacted]	Colorado Department of Motor Vehicles
PBS HoldCo LLC	UCC-1 Financing Statement	Colorado Secretary of State
Schwazze Colorado LLC	UCC-1 Financing Statement	Colorado Secretary of State
Mesa Organics Ltd	UCC-1 Financing Statement	Colorado Secretary of State
Mesa Organics II Ltd	UCC-1 Financing Statement	Colorado Secretary of State
Mesa Organics III Ltd	UCC-1 Financing Statement	Colorado Secretary of State
Mesa Organics IV Ltd	UCC-1 Financing Statement	Colorado Secretary of State
Medicine Man Consulting, Inc.	UCC-1 Financing Statement	Colorado Secretary of State
Two Js LLC	UCC-1 Financing Statement	Colorado Secretary of State
	Lien notice on certificate of title to 2015 Mercedes Cargo Van, VIN [Redacted]	Colorado Department of Motor Vehicles
	Lien notice on certificate of title to 2014 Mercedes Cargo Van, VIN [Redacted]	Colorado Department of Motor Vehicles
	Lien notice on certificate of title to 2021 Honda CR-V, VIN [Redacted] Existing Lienholder: American Honda Finance Corporation	Colorado Department of Motor Vehicles
Double Brow, LLC	UCC-1 Financing Statement	Colorado Secretary of State
Mission Holding, LLC	UCC-1 Financing Statement	Colorado Secretary of State
SCG Holding, LLC	UCC-1 Financing Statement	Colorado Secretary of State
	Lien notice on certificate of title to 2014 Dodge Ram 1500, VIN [Redacted]	Colorado Department of Motor Vehicles
Schwazze Biosciences, LLC	UCC-1 Financing Statement	Colorado Secretary of State
Schwazze IP Holdco LLC	UCC-1 Financing Statement	Colorado Secretary of State

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MIH Manager LLC	UCC-1 Financing Statement	Colorado Secretary of State
Emerald Fields Merger Sub, LLC	UCC-1 Financing Statement	Colorado Secretary of State
Nuevo Holding, LLC	UCC-1 Financing Statement	New Mexico Secretary of State
Nuevo Elemental Holding, LLC	UCC-1 Financing Statement	New Mexico Secretary of State
Schwazze New Mexico, LLC	UCC-1 Financing Statement	New Mexico Secretary of State

Schedule 4
Instruments and Tangible Chattel Paper

1. Purchase and Sale Agreement, dated January 13, 2021, by and between Medicine Man Technologies, Inc. and Colorado Cannabis Company LLC.

Schedule 5
Type of Organization; Jurisdiction of Organization; Legal Name; Current Tradename, Former Tradename, FEIN; Chief Executive Office; Principal Place of Business; Inventory Locations

Legal Name	Current Tradename	Former Tradename	Type of Organization	Jurisdiction of Organization	Federal Tax Identification Number	Chief Executive Office	Principal Place of Business	Inventory, Equipment, Etc.
Medicine Man Technologies, Inc.	Schwazze	Medicine Man Technologies, Inc.	Corporation	Nevada	[Redacted]	4880 Havana Street, Suite 201, Denver CO. 80239 Denver County	4880 Havana Street, Suite 201, Denver CO. 80239 Denver County	N/A
SBUD LLC	Star Buds	N/A	Limited liability company	Colorado	[Redacted]	4880 Havana Street, Suite 201, Denver CO. 80239 Denver County	4880 Havana Street, Suite 201, Denver CO. 80239 Denver County	14655 E. Arapahoe Rd., Aurora, CO 80016 5844 Dahlia St., Commerce City, CO 80022

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								1640 E. Evans Ave., Denver, CO 80210 9000 N. Federal Blvd., Westminster, CO 80260 5238 W. 44th Ave., Denver, CO 80212 Denver County 7521 Ute Hwy. #66 Longmont, CO 80503 1156 W. Dillon Rd., Louisville, CO 80027 10100 E. Montview Blvd. Aurora, CO 80010 6924 N. 79th St., Niwot, CO 80503 4690 Brighton Blvd., Denver, CO 80216 Denver County 1451 Cortez St., Denver, CO 80221 Denver County 4305 Thatcher Ave., Pueblo, CO 81005 428 S. McCulloch

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								Blvd., Pueblo, CO 81007 **Cultivation Facility:** 4228 N. York St., Unit 101 Denver, CO 80210 Denver County

PBS HoldCo LLC	Purplebee's Star Buds	N/A	Limited liability company	Colorado	[Redacted]	4880 Havana Street, Suite 201, Denver CO. 80239 Denver County	4880 Havana Street, Suite 201, Denver CO. 80239 Denver County	**Manufacturing Facility**: 30899 Hwy 50 E. Pueblo, CO 81006
Schwazze Colorado LLC	Same as company name	N/A	Limited liability company	Colorado	[Redacted]	4880 Havana Street, Suite 201, Denver CO. 80239 Denver County	4880 Havana Street, Suite 201, Denver CO. 80239 Denver County	**Distribution Center:** 2498 West 2nd Ave., Denver, CO 80223
Mesa Organics Ltd	Purplebee's Star Buds	Mesa Organics – Pueblo	Limited liability company	Colorado	[Redacted]	4880 Havana Street, Suite 201, Denver CO. 80239 Denver County	4880 Havana Street, Suite 201, Denver CO. 80239 Denver County	**Manufacturing Facility**: 30899 Hwy 50 E. Pueblo, CO 81006
Mesa Organics II Ltd	Star Buds	Mesa Organics – Ordway	Limited liability company	Colorado	[Redacted]	4880 Havana Street, Suite 201, Denver CO. 80239 Denver County	4880 Havana Street, Suite 201, Denver CO. 80239 Denver County	611 E. 6th St., Ordway, CO 81063
Mesa Organics III Ltd	Star Buds	Mesa Organics – Rocky Ford	Limited liability company	Colorado	[Redacted]	4880 Havana Street, Suite 201, Denver CO. 80239 Denver County	4880 Havana Street, Suite 201, Denver CO. 80239 Denver County	1315 Elm Ave., Rocky Ford, CO 81067
Mesa Organics IV Ltd	Star Buds	Mesa Organics – Las Animas	Limited liability company	Colorado	[Redacted]	4880 Havana Street, Suite 201, Denver CO. 80239	4880 Havana Street, Suite 201, Denver CO. 80239	420 Bent Ave., Las Animas, CO 81054

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						Denver County	Denver County	
Medicine Man Consulting, Inc.	Same as company name.	N/A	Colorado corporation	Colorado	[Redacted]	4880 Havana Street, Suite 201, Denver CO. 80239 Denver County	4880 Havana Street, Suite 201, Denver CO. 80239 Denver County	N/A
Two Js LLC	The Big Tomato	N/A	Limited liability company	Colorado	[Redacted]	4880 Havana Street, Suite 201, Denver CO. 80239 Denver County	4880 Havana Street, Suite 201, Denver CO. 80239 Denver County	695 Billings St., Aurora, CO 80011 **Outside Locations of Collateral:** RV Vault 2151 S Rome Way Aurora, CO 80019 Arapahoe County

Double Brow, LLC	Star Buds	N/A	Limited liability company	Colorado	[Redacted]	4880 Havana Street, Suite 201, Denver CO. 80239 Denver County	4880 Havana Street, Suite 201, Denver CO. 80239 Denver County	N/A
Mission Holding, LLC	Same as company name.	N/A	Limited liability company	Colorado	[Redacted]	4880 Havana Street, Suite 201, Denver CO. 80239 Denver County	4880 Havana Street, Suite 201, Denver CO. 80239 Denver County	N/A
SCG Holding, LLC	Same as company name.	N/A	Limited liability company	Colorado	[Redacted]	4880 Havana Street, Suite 201, Denver CO. 80239 Denver County	4880 Havana Street, Suite 201, Denver CO. 80239 Denver County	**Cultivation Facility**: 853 Greenhorn Mountain Cir., Rye, CO 81069
Schwazze Biosciences, LLC	Same as company name.	N/A	Limited liability company	Colorado	[Redacted]	4880 Havana Street, Suite 201, Denver CO. 80239 Denver County	4880 Havana Street, Suite 201, Denver CO. 80239 Denver County	N/A

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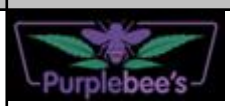
Schwazze IP Holdco LLC	Same as company name.	N/A	Limited liability company	Colorado	[Redacted]	4880 Havana Street, Suite 201, Denver CO. 80239 Denver County	4880 Havana Street, Suite 201, Denver CO. 80239 Denver County	N/A
MIH Manager LLC	Same as company name.	N/A	Limited liability company	Colorado	Uses Parent FEIN	4880 Havana Street, Suite 201, Denver CO. 80239 Denver County	4880 Havana Street, Suite 201, Denver CO. 80239 Denver County	N/A
Emerald Fields Merger Sub, LLC	Same as company name.	N/A	Limited liability company	Colorado	[**Requested**]	4880 Havana Street, Suite 201, Denver CO. 80239 Denver County	4880 Havana Street, Suite 201, Denver CO. 80239 Denver County	N/A
Nuevo Holding, LLC	Same as company name.	N/A	Limited liability company	New Mexico	[**Requested**]	4880 Havana Street Ste 201 Denver, CO 80239	1920 Columbia Drive SE Albuquerque, NM 87106 [2]	N/A
Nuevo Elemental Holding, LLC	Same as company name.	N/A	Limited liability company	New Mexico	[**Requested**]	4880 Havana Street Ste 201 Denver, CO 80239	1920 Columbia Drive SE Albuquerque, NM 87106	N/A
Schwazze New Mexico, LLC	Same as company name.	N/A	Limited liability company	New Mexico	[**Requested**]	4880 Havana Street Ste 201 Denver, CO 80239	1920 Columbia Drive SE Albuquerque, NM 87106	N/A

Schedule 6
Intellectual Property

Patents
None.

Trademarks

Registration Number/Application Number	Status	Registration/ Issue Date	Mark	Owner/ Assignee	Jurisdiction
20141685274	Live	11-08-2014	 (Purplebee's Logo)	Mesa Organics Ltd	Colorado
20141685283	Live	11-08-2014	Purplebee's	Mesa Organics Ltd	Colorado

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20141763087	Live	12-18-2014	Purplebee's (tradename)	Mesa Organics Ltd	Colorado
20141763167	Live	12-18-2014	(Mesa Organics Logo)	Mesa Organics Ltd	Colorado
20141763084	Live	12-8-2014	Mesa Organics (tradename)	Mesa Organics Ltd	Colorado
20141765000	Live	12-08-2014	Mesa Organics	Mesa Organics Ltd	Colorado
20191573121	Live	07-19-2019	Mesa Organics – Las Animas (tradename)	Mesa Organics IV Ltd	Colorado
20181757069	Live	09-25-2018	Mesa Organics – Ordway (tradename)	Mesa Organics II Ltd	Colorado
20191573127	Live	07-19-2019	Mesa Organics – Pueblo (tradename)	Mesa Organics Ltd	Colorado
20191387357	Live	05-04-2019	Mesa Organics – Rocky Ford (tradename)	Mesa Organics III Ltd	Colorado
20171537130	Live	07-17-2017/	Pure CO2.	Mesa Organics Ltd	Colorado
20181796049	Live	10-07-2018		Mesa Organics Ltd	Colorado
20201410613	Live	05-06-2020	SCHWAZZE	Mesa Organics II Ltd	Colorado
20201410636	Live	05-06-2020	SCHWAZZE	Mesa Organics Ltd	Colorado
20201410655	Live	05-06-2020	SCHWAZZE	Mesa Organics III Ltd	Colorado
20201410663	Live	05-06-2020	SCHWAZZE	Mesa Organics IV Ltd	Colorado
3810013	Live	06-29-2010	THE BIG TOMATO	Two J's LLC	USPTO
5164677	Live	03-21-2017		Medicine Man Technologies, Inc.	USPTO
88832667	Pending	03-12-2020 (filing date)		Medicine Man Technologies, Inc.	USPTO
88879966	Pending	02-09-2021 (filing date)		Medicine Man Technologies, Inc.	USPTO

Registration Number/Application Number	Status	Registration/ Issue Date	Mark	Owner/ Assignee	Jurisdiction
20201245809	Live	03-18-2020	SCHWAZZE	Medicine Man Technologies, Inc.	Colorado
88832670	Pending	03-12-2020	SCHWAZZBERRY	Medicine Man Technologies, Inc.	USPTO
90835598	Pending	07-19-2021	GROW FORTH	Medicine Man Technologies, Inc.	USPTO

Copyrights
None.

Domain Names:

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Purplebees.com
Medicinemantechnologies.com
Schwazze.com

Intellectual Property Licenses

1. Trademark License Agreement, dated December 17, 2020, by and between Star Brands, LLC and Medicine Man Technologies, Inc.
2. Technology License Agreement, dated May 1, 2014, by and between Medicine Man Production Corporation and Medicine Man Technologies, Inc.

Schedule 8
Deposit Accounts

Company	Bank	Address	Account Number	Account Type
Medicine Man Technologies, Inc.	[Redacted]	[Redacted]	[Redacted]*	Checking Account
				Checking Account
				Investment Account
				Checking Account
				Investment Account
Two J's LLC	[Redacted]	[Redacted]	[Redacted]*	Checking Account
SBUD LLC	[Redacted]	[Redacted]	[Redacted]	Checking Account
				Checking Account
SCG Holding, LLC	[Redacted]	[Redacted]	[Redacted]	Checking Account
PBS Holdco LLC	[Redacted]	[Redacted]	[Redacted]	Checking Account
Double Brow, LLC	[Redacted]	[Redacted]	[Redacted]	Checking Account

* Denotes Deposit Account in which the Collateral Agent will have a perfected First Priority security interest by Control. For each account where there is no asterisk, an applicable party to the Intercreditor Agreement will have a perfected First Priority security interest by Control, in accordance with the terms of the Intercreditor Agreement.

Current Deposit Control Agreements:

1. Deposit Control Agreement, dated October 1, 2021, by and among PBS Holdco LLC, SCG Holding, LLC, GGG Partners, LLC, and [Redacted].

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Schedule 9
Commercial Tort Claims

None.

Schedule 10

Real Property

Company	Location	Leasehold or Fee	Lessor or Mortgagee	Lease or Mortgage Terms	Other Liens
Mesa Organics I	30899 Hwy 50 East, Buildings A, B, C and D	Leased property	SRE SCH Pueblo, LLC	September 29, 2031	N/A
Mesa Organics II	611 E 6th Street	Leased property	SRE SCH Ordway, LLC	September 29, 2031	N/A
Mesa Organics III	1315 Elm Avenue	Leased property	SRE SCH Rocky Ford, LLC	September 29, 2031	N/A
Mesa Organics IV	420 Bent Avenue	Leased property	SRE SCH Las Animas, LLC	September 29, 2031	N/A
Two J's LLC	695 Billings St. Units A-B, C-D, E and F	Leased property	Cornerstone Equity, LLC	June 30, 2023	N/A
Medicine Man Technologies, Inc. dba Schwazze Corporate	4880 Havana Street, Suite 200	Leased property	Havana Gold, LLC	Three month rolling periods effective March 1, 2020	N/A
SCG Holding, LLC	853 Greenhorn Mountain, Cir., Rye, CO 81067	Fee	N/A	N/A	N/A
SBUD LLC	14655 E. Arapahoe Rd., Aurora, CO 80016	Leased property	14655 Arapahoe LLC	March 2, 2024	N/A
	5844 Dahlia St., Commerce City, CO 80022	Leased property	5844 Ventures LLC	November 30, 2023	N/A
	1640 E. Evans Ave., Denver, CO 80210	Leased property	Evans Associates	March 2, 2024	N/A
	9000 N. Federal Blvd., Westminster, CO 80260	Leased property	Fadi LLC	June 12, 2027	N/A
	5238 W. 44th Ave., Denver, CO 80212	Leased property	5238 W 44th LLC	March 2, 2024	N/A
	7521 Ute Hwy. #66 Longmont, CO 80503	Leased property	Smetana Partnership LLP	November 30, 2022	N/A
	1156 W. Dillon Rd., Louisville, CO 80027	Leased property	Colony Square II Property Managers, LLC	December 31, 2022	N/A

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	10100 E. Montview Blvd. Aurora, CO 80010	Leased property	Montview Real Estate LLC	March 2, 2024	N/A
	6924 N. 79th St., Niwot, CO 80503	Leased property	Colorado Real Estate Holdings, LLC	November 30, 2023	N/A
	4690 Brighton Blvd., Denver, CO 80216	Leased property	Omar Joudeh	March 2, 2024	N/A
	1451 Cortez St., Denver, CO 80221	Leased property	MiDaPAD Holdings LLC	May 31, 2025	N/A
	4305 Thatcher Ave., Pueblo, CO 81005	Leased property	John Hernandez	January 31, 2025	N/A
	428 S. McCulloch Blvd., Pueblo, CO 81007	Leased property	428 S MCCullough LLC	November 30, 2023	N/A
	4228 N. York St., Unit 101 Denver, CO 80210	Leased property	Omar Joudeh	March 2, 2024	N/A
Schwazze Colorado LLC	2498 West 2nd Ave., Denver, CO 80223	Leased property	SHWZ 2nd Ave.LLC	December 1, 2022	N/A

Schedule 11
Motor Vehicles and Other Titled Collateral

Motor Vehicles:

Company	Unit Number	VIN	Title State	Existing Lienholder	Make/Model/Year
SBUD LLC	1	[Redacted]	Colorado	N/A	2018 Subaru Outback
Two J's LLC	1	[Redacted]	Colorado	N/A	2015 Mercedes Cargo Van
	2	[Redacted]	Colorado	N/A	2014 Mercedes Cargo Van
	3	[Redacted]	Colorado	American Honda Finance Corporation	2021 Honda CR-V
	4	[Redacted]	Colorado	N/A	2022 Honda HR-V
	5	[Redacted]	Colorado	N/A	2022 Honda HR-V
SCG Holding, LLC	1	[Redacted]	Colorado	N/A	2014 Dodge Ram 1500

Other Titled Collateral: None.

Schedule 12
Policies of Insurance

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Policy Type	Carrier	Policy Number
Crime	Berkley Insurance Company	[Redacted]
Cyber Liability	Indian Harbor Insurance Company	[Redacted]
Directors & Officers - Public	Indian Harbor Insurance Company	[Redacted]
Directors & Officers Excess - Public	Trisura Specialty Insurance Company	[Redacted]
General Liability	James River Insurance Company	[Redacted]
Property - Commercial	Dorchester Insurance Company, Ltd.	[Redacted]
Travel Accident	Berkley Life and Health Insurance Company	[Redacted]
Worker's Compensation	Pinnacol Insurance Company	[Redacted]

Schedule 13
Cannabis Licenses

Grantor	State MED License No.	Local License No.	Jurisdiction
PBS Holdco LLC	402R-00514	N/A	Pueblo County, CO
PBS Holdco LLC	404R-00181	N/A	Pueblo County, CO
Mesa Organics II LTD	402R-00792	N/A	Ordway, CO
Mesa Organics III LTD	402R-00765	N/A	Rocky Ford, CO
Mesa Organics IV LTD	402R-00841	N/A	Las Animas, CO
SCG Holding, LLC	403R-00573	CUP 15-003	Huerfano County, CO
SBUD LLC	402R-00177	N/A	Pueblo County, CO
SBUD LLC	402R-00410	N/A	Pueblo County, CO
SBUD LLC	402R-00214	N/A	Louisville, CO
SBUD LLC	402R-00691	N/A	Federal Heights, CO
SBUD LLC	402R-00446	AC-2020-00009	Adams County, CO
SBUD LLC	402R-00701	RMB-16-0008	Boulder County, CO
SBUD LLC	402R-00708	RMB-17-0006	Boulder County, CO
SBUD LLC	402R-00577	N/A	Commerce City, CO
SBUD LLC	402R-00021	2013-BFN-1068934	City and County of Denver, CO
SBUD LLC	402R-00316	N/A	Aurora, CO
SBUD LLC	402R-00276	N/A	Aurora, CO
SBUD LLC	402R-00022	2013-BFN-1068933	City and County of Denver, CO
SBUD LLC	402-00170	2010-BFN-145876	City and County of Denver, CO
SBUD LLC	402R-00818	N/A	Town of Mountain View, CO
SBUD LLC	402-01310	N/A	Town of Mountain View, CO
SBUD LLC	403-00256	2012-BFN-1060530	City and County of Denver, CO
SBUD LLC	403R-00027	2013-BFN-1068936	City and County of Denver, CO
SBUD LLC – Delivery License	605R-00016	21-000102-MSL and 21-000120-MSL	Aurora, CO
SBUD LLC – Delivery License	605R-00041	2013-BFN-1068933 and 2013-BFN-1068934	City and County of Denver, CO
SBUD LLC – Delivery	505-00020	2010-BFN-145876	City and County of Denver, CO

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EXHIBIT A

FORM OF JOINDER AGREEMENT

THIS JOINDER AGREEMENT (the "***Joinder Agreement***"), dated as of [●] is made by [●], a [●] (the "***Joining Grantor***"), and delivered to Chicago Atlantic Admin LLC in its capacity as collateral agent (in such capacity and together with any successors in such capacity, the "***Collateral Agent***") under the Security Agreement (as amended, amended and restated, supplemented or otherwise modified from time to time, the "***Security Agreement***"; capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement), dated as of [●] made by and among Medicine Man Technologies, Inc., d/b/a Schwazze, a Nevada corporation, Double Brow, LLC, a Colorado limited liability company, Mission Holding, LLC, a Colorado limited liability company, SCG Holding, LLC, a Colorado limited liability company, Schwazze Colorado LLC, a Colorado limited liability company, Schwazze Biosciences, LLC, a Colorado limited liability company, SBUD LLC, a Colorado limited liability company, Medicine Man Consulting, Inc., a Colorado corporation, Two J's LLC d/b/a The Big Tomato, a Colorado limited liability company, Mesa Organics Ltd. d/b/a Mesa Organics/Purplebee's, a Colorado limited corporation, Mesa Organics II Ltd, a Colorado limited corporation, Mesa Organics III Ltd, a Colorado limited corporation, Mesa Organics IV Ltd, a Colorado limited corporation, Schwazze IP Holdco LLC, a Colorado limited liability company, MIH Manager LLC, a Colorado limited liability company, and PBS Holdco LLC, d/b/a Mesa Organics/Purplebee's, a Colorado limited corporation, Emerald Fields Merger Sub, LLC, a Colorado limited liability company, Schwazze New Mexico, LLC, a New Mexico limited liability company, Nuevo Holding, LLC, a New Mexico limited liability company, and Nuevo Elemental Holding, LLC, a New Mexico limited liability company as grantors, pledgors, assignors, debtors and guarantors (together with any successors in such capacities, the "***Grantors***", and each, a "***Grantor***"), in favor of the Collateral Agent.

WHEREAS, the Joining Grantor is a Subsidiary of Grantor and required by the terms of the Indenture to become a Guarantor (as defined in the Indenture) and be joined as a party to the Security Agreement as a Grantor;

WHEREAS, this Joinder Agreement supplements the Security Agreement and is delivered by the Joining Grantor pursuant to Section 3.05 of the Security Agreement; and

WHEREAS, the Joining Grantor will materially benefit directly and indirectly from the Loans made available and to be made available to the Grantors by the Lender under the Indenture;

NOW, THEREFORE, the Joining Grantor hereby agrees as follows with the Collateral Agent, for the ratable benefit of the Secured Parties:

1. **Joinder**. The Joining Grantor hereby irrevocably, absolutely and unconditionally becomes a party to the Security Agreement as a Grantor and agrees to be bound by all the terms, conditions, covenants, obligations, liabilities and undertakings of each Grantor or to which each Grantor is subject thereunder, all with the same force and effect as if the Joining Grantor were a signatory to the Security Agreement. Without limiting the generality of the foregoing, as collateral security for the payment and performance in full of all the Secured Obligations, the Joining Grantor hereby pledges to the Collateral Agent for the ratable benefit of the Secured Parties, and grants to the Collateral Agent for the ratable benefit of the Secured Parties a Lien on and security interest in and to, all of its right, title and interest in, to and under the Collateral owned by it, wherever located, and whether now existing or hereafter arising or acquired from time to time and expressly assumes all obligations and liabilities of a Grantor thereunder.

2. **Affirmations**. The Joining Grantor hereby makes each of the representations and warranties and agrees to each of the covenants applicable to the Grantors contained in the Security Agreement. The Joining Grantor also represents and warrants to the Collateral Agent and the Secured Parties that (i) it has the [●] power and authority, and the legal right, to make, deliver and perform this Joinder Agreement and has taken all necessary [●] action to authorize the execution, delivery and performance of this Joinder Agreement; (ii) no consent or authorization of, filing with, notice to or other act by or in respect of, any Governmental Authority or any other Person that has not been obtained, made or completed is required in connection with the execution, delivery and performance, validity

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or enforceability of this Joinder Agreement; (iii) this Joinder Agreement has been duly executed and delivered on behalf of the Joining Grantor; and (iv) this Joinder Agreement constitutes a legal, valid and binding obligation of the Joining Grantor enforceable against such Joining Grantor in accordance with its terms, subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally, general equitable principles (whether considered in a proceeding in equity or at law) and an implied covenant of good faith and fair dealing.

3. **Supplemental Schedules**. Attached to this Joinder Agreement are duly completed schedules (the "***Supplemental Schedules***") supplementing the respective Schedules to the Security Agreement. The Joining Grantor represents and warrants that the information contained on each of the Supplemental Schedules with respect to such Joining Grantor and its properties is true, complete and accurate as of the date hereof. Such Supplemental Schedules shall be deemed to be part of the Security Agreement.

4. **Severability**. The provisions of this Joinder Agreement are independent of and separable from each other. If any provision hereof shall for any reason be held invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other provision hereof, but this Joinder Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.

5. **Counterparts**. This Joinder Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Joinder Agreement by facsimile or in electronic PDF format shall be effective as delivery of a manually executed counterpart of this Joinder Agreement.

6. **Delivery**. The Joining Grantor hereby irrevocably waives notice of acceptance of this Joinder Agreement and acknowledges that the Secured Obligations are incurred, and credit extensions under the Indenture and the other Note Documents made and maintained, in reliance on this Joinder Agreement and the Joining Grantor's joinder as a party to the Security Agreement as herein provided.

7. **Governing Law; Venue; Waiver of Jury Trial**. This Joinder Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Joinder Agreement and the transactions contemplated hereby and thereby shall be governed by and construed in accordance with the laws of New York. The provisions of Section 9.09 of the Security Agreement are hereby incorporated by reference as if fully set forth herein.

[Signature Page Follows]

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

[●]

By: _____
Name:
Title:

Address for Notices:

_____
_____
_____

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Email:

AGREED TO AND ACCEPTED:

CHICAGO ATLANTIC ADMIN LLC,
as Collateral Agent

By: _____
Name: Peter Sack
Title: Managing Director & Co-President

Address for Notices:
Chicago Atlantic Admin, LLC
420 N. Wabash Avenue, Suite 500
Chicago, IL 60611
Email: PSack@chicagoatlantic.com

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Exhibit 10.3

CERTAIN INFORMATION IDENTIFIED BY "[REDACTED]" HAS BEEN EXCLUDED FROM THE EXHIBIT BECAUSE IT IS BOTH NOT MATERIAL AND IS THE TYPE THAT THE REGISTRANT TREATS AS PRIVATE OR CONFIDENTIAL.

INTERCREDITOR AGREEMENT

Among

MEDICINE MAN TECHNOLOGIES, INC.,

THE OTHER GRANTORS PARTY HERETO,

CHICAGO ATLANTIC ADMIN, LLC,
as the Collateral Agent for the Convertible Notes Secured Parties,

GGG PARTNERS LLC,
as the Collateral Agent for the Credit Agreement Secured Parties,

COLORADO HEALTH CONSULTANTS LLC
STARBUDS AURORA LLC
SB ARAPAHOE LLC
STARBUDS COMMERCE CITY LLC
STARBUDS PUEBLO LLC
STARBUDS ALAMEDA LLC
CITI-MED, LLC
STARBUDS LOUISVILLE LLC
KEW LLC
LUCKY TICKET LLC
STARBUDS NIWOT LLC
LM MJC LLC
MOUNTAIN VIEW 44th LLC
as StarBuds Seller Secured Parties

NASER JOUDEH,
as the Collateral Agent for the StarBuds Seller Secured Parties

and

each Additional Agent from time to time party hereto

dated as of December 7, 2021

INTERCREDITOR AGREEMENT

INTERCREDITOR AGREEMENT dated as of December 7, 2021 (as amended, supplemented or otherwise modified from time to time, this "**Agreement**"), MEDICINE MAN TECHNOLOGIES, INC., a Nevada corporation (the "**Company**" or the "**Borrower**"), the other Grantors (as defined below) party hereto, Chicago Atlantic Admin LLC, as collateral agent for the Convertible Notes Secured Parties (as defined below) (in such capacity, the "**Convertible Notes Collateral Agent**"), GGG PARTNERS LLC, a Georgia limited liability company, as collateral agent for the Credit Agreement Secured Parties (as defined below)(in such capacity, the "**Credit Agreement Collateral Agent**"), COLORADO HEALTH CONSULTANTS LLC, a Colorado limited liability company

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("**Colorado Health**"), STARBUDS AURORA LLC, a Colorado limited liability company ("**Aurora**"), SB ARAPAHOE LLC, a Colorado limited liability company ("**Arapahoe**"), STARBUDS COMMERCE CITY LLC, a Colorado limited liability company ("**Commerce City**"), STARBUDS PUEBLO LLC, a Colorado limited liability company ("**Pueblo**"), STARBUDS ALAMEDA LLC, a Colorado limited liability company ("**Alameda**"), CITI-MED, LLC, a Colorado limited liability company ("**Citi-Med**"), STARBUDS LOUISVILLE LLC, a Colorado limited liability company ("**Louisville**"), KEW LLC, a Colorado limited liability company ("**Kew**"), LUCKY TICKET LLC, a Colorado limited liability company ("**Lucky Ticket**"), STARBUDS NIWOT LLC, a Colorado limited liability company ("**Niwot**"), LM MJC LLC, a Colorado limited liability company ("**LM MJC**"), Mountain View 44th LLC, a Colorado limited liability company ("**Mountain View**"), Naser Joudeh, as Collateral Agent for the StarBuds Seller Secured Parties, and each Additional Agent that from time to time becomes a party hereto pursuant to Section 8.09.

In consideration of the mutual agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Convertible Notes Collateral Agent (for itself and on behalf of the Convertible Notes Secured Parties), the Credit Agreement Collateral Agent (for itself and on behalf of the Credit Agreement Secured Parties), Colorado Health, Aurora, Arapahoe, Commerce City, Pueblo, Alameda, Louisville, Kew, Lucky Ticket, Niwot, LM MJC and Mountain View and each Additional Agent (for itself and on behalf of the Additional Secured Parties under the applicable Additional Debt Facility) agree as follows:

ARTICLE I

Definitions

SECTION 1.01. Certain Defined Terms. Capitalized terms used but not otherwise defined herein have the meanings set forth in the New York UCC. As used in this Agreement, the following terms have the meanings specified below:

"**Additional Agent**" means the collateral agent, administrative agent and/or trustee (as applicable) or any other similar agent or Person under any Additional Debt Documents, in each case, together with its successors in such capacity.

"**Additional Debt**" means any Indebtedness of the Borrower or any other Grantor (other than Convertible Notes Obligations, Credit Agreement Obligations and StarBuds Seller Obligations) secured by the Shared Collateral (or a portion thereof); provided, however, that, (i) such Indebtedness is permitted to be incurred, secured and guaranteed on such basis by each Debt Facility and (ii) the Representative for the holders of such Indebtedness shall have become party to this Agreement pursuant to, and by satisfying the conditions set forth in, Section 8.09 hereof.

"**Additional Debt Documents**" means, with respect to any Additional Debt Obligations, the notes, credit agreements, indentures, security documents and other operative agreements evidencing or governing such Additional Debt Obligations and each other agreement entered into for the purpose of securing such Additional Debt Obligations.

"**Additional Debt Facility**" means each debt facility, credit agreement, indenture or other governing agreement with respect to any Additional Debt.

"**Additional Debt Obligations**" means, with respect to any Additional Debt, (a) all principal of, and interest, fees and other amounts (including, without limitation, any interest, fees, and expenses which accrue after the commencement of any Insolvency or Liquidation Proceeding, whether or not allowed or allowable as a claim in any such proceeding) payable with respect to, such Additional Debt, (b) all other amounts payable to the related Additional Secured Parties under the related Additional Debt Documents and (c) any renewals or extensions of the foregoing.

"**Additional Secured Parties**" means, with respect to any Additional Debt Obligations, the holders of such Additional Debt Obligations, the Representative with respect thereto, any trustee or agent therefor under any related Additional Debt Documents and the beneficiaries of each indemnification obligation undertaken by the Borrower or any guarantor under any related Additional Debt Documents.

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"**Agreement**" has the meaning assigned to such term in the preamble hereto.

"**Alameda**" has the meaning assigned to such term in the introductory paragraph of this Agreement.

"**Alameda Collateral**" means any "Collateral" as defined in any Alameda Collateral Documents or any other assets of the Borrower or any other Grantor with respect to which a Lien is granted or purported to be granted pursuant to Alameda Collateral Document as security for any Alameda Obligation.

"**Alameda Collateral Documents**" means the "Security Agreement" as defined in the Alameda Purchase Agreement and any related agreement or document referred to therein.

"**Alameda Obligations**" means the obligations under the Alameda Purchase Agreement secured by the Alameda Collateral Documents.

"**Alameda Purchase Agreement**" means that certain Asset Purchase Agreement dated June 5, 2020, among Alameda, the Company, SBUD and the other parties thereto (as the same may be amended, restated or modified from time to time).

"**Alameda Security Agreement**", means the "Security Agreement" as defined in the Alameda Purchase Agreement.

"**Arapahoe**" has the meaning assigned to such term in the introductory paragraph of this Agreement

"**Arapahoe Collateral**" means any "Collateral" as defined in any Arapahoe Collateral Document or any other assets of the Borrower or any other Grantor with respect to which a Lien is granted or purported to be granted pursuant to Arapahoe Collateral Document as security for any Arapahoe Obligation.

"**Arapahoe Collateral Documents**" means the "Security Agreement" as defined in the Arapahoe Purchase Agreement and any related security agreement or documentations to therein.

"**Arapahoe Obligations**" means the obligations under the Arapahoe Purchase Agreement secured by the Arapahoe Collateral Documents.

"**Arapahoe Purchase Agreement**" means that certain Asset Purchase Agreement dated June 5, 2020, among Arapahoe, the Company, SBUD and the other parties thereto (as the same may be amended, restated or modified from time to time).

"**Arapahoe Security Agreement**" means the "Security Agreement" as defined in the Arapahoe Purchase Agreement.

"**Aurora**" has the meaning assigned to such term in the introductory paragraph of this Agreement.

"**Aurora Collateral**" means any "Collateral" as defined in any Aurora Collateral Document or any other assets of the Borrower or any other Grantor with respect to which a Lien is granted or purported to be granted pursuant to Aurora Collateral Document as security for any Aurora Obligation.

"**Aurora Collateral Documents**" means the "Security Agreement" as defined the Aurora Purchase Agreement and any related security agreement or document referred to therein.

"**Aurora Obligations**" means the obligations under the Aurora Purchase Agreement secured by the Aurora Collateral Documents.

"**Aurora Purchase Agreement**" means that certain Asset Purchase Agreement dated June 5, 2020, among Aurora, the Company, SBUD and the other parties thereto (as the same may be amended, restated or modified from time to time).

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"**Aurora Security Agreement**", means the "Security Agreement" as defined in the Aurora Purchase Agreement.

"**Bankruptcy Code**" means Title 11 of the United States Code, as amended.

"**Bankruptcy Law**" means the Bankruptcy Code and any other federal, state, or foreign law for the relief of debtors, or any arrangement, reorganization, insolvency, moratorium, assignment for the benefit of creditors, any other marshalling of the assets or liabilities of the Borrower or any of its Subsidiaries, or similar law affecting creditors' rights generally.

"**Borrower**" has the meaning assigned to such term in the preamble hereto.

"**Business Day**" means any day that is not a Saturday, Sunday or other day on which commercial banks in New York City are authorized or required by law to remain closed.

"**Citi-Med**" has the meaning assigned to such term in the introductory paragraph of this Agreement.

"**Citi-Med Collateral**" means any "Collateral" as defined in any Citi-Med Collateral Documents or any other assets of the Borrower or any other Grantor with respect to which a Lien is granted or purported to be granted pursuant to Citi-Med Collateral Document as security for any Citi-Med Obligation.

"**Citi-Med Collateral Documents**" means the "Security Agreement" as defined in the Citi-Med Purchase Agreement and any related security agreement or document referred to therein.

"**Citi-Med Obligations**" means the obligations under the Citi-Med Purchase Agreement secured by the Citi-Med Collateral Documents.

"**Citi-Med Purchase Agreement**" means that certain Asset Purchase Agreement dated June 5, 2020, among Citi-Med, the Company, SBUD and the other parties thereto (as the same may be amended, restated or modified from time to time).

"**Citi-Med Security Agreement**", means the "Security Agreement" as defined in the Citi-Med Purchase Agreement.

"**Class Debt**" has the meaning assigned to such term in Section 8.09.

"**Class Debt Parties**" has the meaning assigned to such term in Section 8.09.

"**Class Debt Representatives**" has the meaning assigned to such term in Section 8.09.

"**Collateral**" means the Convertible Notes Collateral, the Credit Agreement Collateral, the Colorado Health Collateral, the Aurora Collateral, the Arapahoe Collateral, the Commerce City Collateral, the Pueblo Collateral, the Alameda Collateral, the Citi-Med Collateral, the Louisville Collateral, the Kew Collateral, the Lucky Ticket Collateral, the Niwot Collateral, the LM MJC Collateral and the Mountain View Collateral.

"**Collateral Documents**" means the Convertible Notes Collateral Documents, the Credit Agreement Collateral Documents, the Colorado Health Collateral Documents, the Aurora Collateral Documents, the Arapahoe Collateral Documents, the Commerce City Collateral Documents, the Pueblo Collateral, the Alameda Collateral, the Citi-Med Collateral, the Louisville Collateral, the Kew Collateral Documents, the Lucky Ticket Collateral Documents, the Niwot Collateral Documents, the LM MJC Collateral and the Mountain View Collateral.

"**Colorado Health**" has the meaning assigned to such term in the introductory paragraph of this Agreement.

"**Colorado Health Collateral**" means any "Collateral" as defined in any Colorado Health Collateral Document or any other assets of the Borrower or any other Grantor with respect to which a Lien is granted or purported to be granted pursuant to Colorado Health Collateral Document as security for any Colorado Health Obligation.

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"**Colorado Health Collateral Documents**" means the "Security Agreement" as defined the Colorado Health Purchase Agreement and any related security agreement or document referred to therein.

"**Colorado Health Obligations**" means the obligations under the Colorado Health Purchase Agreement secured by the Colorado Health Collateral Documents.

"**Colorado Health Purchase Agreement**" means that certain Asset Purchase Agreement dated June 5, 2020, among Colorado Health, the Company, SBUD and the other parties thereto (as the same may be amended, restated or modified from time to time).

"**Colorado Health Security Agreement**", means the "Security Agreement" as defined in the Colorado Health Purchase Agreement.

"**Commerce City**" has the meaning assigned to such term in the introductory paragraph of this Agreement.

"**Commerce City Collateral**" means any "Collateral" as defined in any Commerce City Collateral Document or any other assets of the Borrower or any other Grantor with respect to which a Lien is granted or purported to be granted pursuant to Commerce City Collateral Document as security for any Commerce City Obligation.

"**Commerce City Collateral Documents**" means the "Security Agreement" as defined the Commerce City Purchase Agreement and any related security agreement or document referred to therein.

"**Commerce City Obligations**" means the obligations under the Commerce City Purchase Agreement secured by the Commerce City Collateral Documents.

"**Commerce City Purchase Agreement**" means that certain Asset Purchase Agreement dated June 5, 2020, among Commerce City, the Company, SBUD and the other parties thereto (as the same may be amended, restated or modified from time to time).

"**Commerce City Security Agreement**", means the "Security Agreement" as defined in the Commerce City Purchase Agreement.

"**Convertible Notes Collateral**" means any "Collateral" as defined in any Convertible Notes Document or any other assets of the Borrower or any other Grantor with respect to which a Lien is granted or purported to be granted pursuant to a Convertible Notes Collateral Document as security for any Convertible Notes.

"**Convertible Notes Collateral Agent**" has the meaning assigned to such term in the introductory paragraph of this Agreement.

"**Convertible Notes Collateral Documents**" means the "Security Documents" as defined in the Convertible Notes Indenture.

"**Convertible Notes Documents**" means the "Note Documents" as defined in the Convertible Notes Indenture.

"**Convertible Notes Obligations**" means the "Note Obligations" as defined in the Convertible Notes Indenture.

"**Convertible Notes Indenture**" means the Indenture dated as of the date hereof among the Borrower, the Guarantors named therein, Ankura Trust Company, LLC, as Trustee, and the Convertible Notes Collateral Agent (as the same may be amended, restated or modified from time to time).

"**Convertible Notes Secured Parties**" means the "Secured Parties" as defined in the Convertible Notes Indenture.

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"**Convertible Notes Security Agreement**" means the "Security Agreement" as defined in the Convertible Notes Indenture.

"**Credit Agreement**" means the Loan Agreement by and among the Credit Agreement Companies, as Borrowers, SHWZ Altmore, LLC, as Lender, and GGG Partners LLC, as Collateral Agent, dated as of February 26, 2021 as amended.

"**Credit Agreement Collateral**" means any "Collateral" as defined in any Credit Agreement Document or any other assets of the Borrower or any other Grantor with respect to which a Lien is granted or purported to be granted pursuant to a Credit Agreement Collateral Document as security for any Credit Agreement Obligations.

"**Credit Agreement Collateral Agent**" has the meaning assigned to such term in the introductory paragraph of this Agreement.

"**Credit Agreement Collateral Documents**" means the "Security Documents" as defined in the Credit Agreement.

"**Credit Agreement Companies**" means Mesa Organics Ltd., Mesa Organics II LTD, Mesa Organics III LTD, Mesa Organics IV Ltd, SCG Holding, LLC, and PBS Holdco LLC.

"**Credit Agreement Documents**" means the "Loan Documents" as defined in the Credit Agreement.

"**Credit Agreement Obligations**" means the "Obligations" as defined in the Credit Agreement.

"**Credit Agreement Secured Parties**" means the "Secured Parties" as defined in the Credit Agreement Security Agreement.

"**Credit Agreement Security Agreement**" means the "Security Agreement" as defined in the Credit Agreement.

"**Debt Facility**" means any of the Convertible Notes Indenture and the Note Documents (as defined in the Convertible Notes Indenture), the Credit Agreement and the Loan Documents (as defined in the Credit Agreement), the Colorado Health Purchase Agreement, the Aurora Purchase Agreement, the Arapahoe Purchase Agreement, the Commerce City Purchase Agreement, the Pueblo Purchase Agreement, the Alameda Purchase Agreement, the Citi-Med Purchase Agreement, the Louisville Purchase Agreement, the KEW Purchase Agreement, the Lucky Ticket Purchase Agreement, the Niwot Purchase Agreement, the LM MJC Purchase Agreement, the Mountain View Purchase Agreement and any Additional Debt Facility and any Collateral Document relating to any of the foregoing.

"**DIP Financing**" has the meaning assigned to such term in Section 6.03.

"**Discharge**" means, with respect to any Debt Facility, the date on which such Debt Facility or Obligations thereunder, as the case may be, have been Paid in Full and are no longer secured by any of the Shared Collateral. The term "**Discharged**" shall have a corresponding meaning.

"**Enforcement Date**" means, with respect to any Representative whose Obligations are secured by a junior lien on any item of Shared Collateral, the date which is 180 days after the occurrence of both (i) an Event of Default (under and as defined in the Debt Facility for which such Representative has been named as Representative) and (ii) each other Representative's receipt of written notice from such Representative that (x) an Event of Default under and as defined in the Debt Facility for which such Representative has been named as Representative has occurred and is continuing and (y) all of the outstanding Obligations relating to such Debt Facility are currently due and payable in full (whether as a result of acceleration thereof or otherwise) in accordance with the terms of the applicable Debt Facility; provided that the Enforcement Date shall be stayed and shall not occur and shall be deemed not to have occurred (1) at any time the Representative whose obligations are secured by the senior Lien on such item of Shared Collateral has commenced and is diligently pursuing any enforcement action with respect to any such item of Shared Collateral or (2) at any time any Grantor is then a debtor under or with respect to (or otherwise subject to) any Insolvency or Liquidation Proceeding.

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"**Grantors**" means the Borrower and each other Subsidiary of the Borrower which has granted a security interest pursuant to any Collateral Document to secure any Secured Obligations. The Grantors existing on the date hereof are set forth in Annex I hereto.

"**Indebtedness**" of any Person at any date, without duplication, means (a) all indebtedness of such Person for borrowed money, (b) all obligations of such Person for the deferred purchase price of property or services (other than (i) trade payables and accrued expenses incurred in the ordinary course of business and (ii) any earn-out, purchase price adjustment, or similar obligation until such obligation appears in the liabilities section of the balance sheet of such Person), (c) all obligations of such Person evidenced by notes, bonds, debentures, or other similar instruments, (d) all indebtedness created or arising under any conditional sale or other title retention agreement with respect to property acquired by such Person (even though the rights and remedies of the seller or lender under such agreement in the event of default are limited to repossession or sale of such property), (e) all obligations of such Person to purchase, redeem, retire, defease, or otherwise make any payment in respect of any equity interests in such Person or any other Person or any warrants, rights, or options to acquire such equity interests, valued, in the case of redeemable preferred interests, at the greater of its voluntary or involuntary liquidation preference plus accrued and unpaid dividends, (f) all obligations of such Person, contingent or otherwise, as an account party or applicant under acceptance, letter of credit, or similar facilities in respect of obligations of the kind referred to in subsections (a) through (e) of this definition, (g) all guaranty obligations of such Person in respect of obligations of the kind referred to in subsections (a) through (f) above, (h) all obligations secured by (or which the holder of such obligation has an existing right, contingent or otherwise, to be secured by) any Lien on property (including accounts and contract rights) owned by such Person, whether or not such Person has assumed or become liable for the payment of such obligation, and (i) all debt of any partnership, unlimited liability company, or unincorporated joint venture in which such Person is a general partner, member, or a joint venturer, respectively (unless such Indebtedness is expressly made non-recourse to such Person).

"**Insolvency or Liquidation Proceeding**" means:

(1) any case commenced by or against the Borrower or any other Grantor under any Bankruptcy Law, any other proceeding for the reorganization, recapitalization or adjustment or marshalling of the assets or liabilities of the Borrower or any other Grantor, any receivership or assignment for the benefit of creditors relating to the Borrower or any other Grantor or any similar case or proceeding relative to the Borrower or any other Grantor or its creditors, as such, in each case whether or not voluntary;

(2) any liquidation, dissolution, marshalling of assets or liabilities or other winding up of or relating to the Borrower or any other Grantor, in each case whether or not voluntary and whether or not involving bankruptcy or insolvency; or

(3) any other proceeding of any type or nature in which substantially all claims of creditors of the Borrower or any other Grantor are determined and any payment or distribution is or may be made on account of such claims.

"**Intellectual Property**" means "Intellectual Property" as defined in the Convertible Notes Indenture.

"**Joinder Agreement**" means a supplement to this Agreement substantially in the form of Annex III hereof required to be delivered by the Additional Agent to parties hereto pursuant to Section 8.09 hereof in order to include an Additional Debt Facility hereunder and to become the Representative hereunder for the Additional Secured Parties, under such Debt Facility.

"**Junior Obligations**" means, with respect to any item of Shared Collateral, Secured Obligations that are secured by a junior ranking Lien on such item of Shared Collateral pursuant to Section 2.01.

"**Junior Representatives**" means, with respect to any item of Shared Collateral, the Representatives of the Secured Parties whose Secured Obligations are secured by a junior ranking Lien on such item of Shared Collateral pursuant to Section 2.01.

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"**Junior Secured Party**" means, with respect to any item of Shared Collateral, a Secured Party whose Secured Obligations are secured by a junior ranking Lien on such item of Shared Collateral pursuant to Section 2.01.

"**Kew**" has the meaning assigned to such term in the introductory paragraph of this Agreement.

"**Kew Collateral**" means any "Collateral" as defined in any Kew Collateral Document or any other assets of the Borrower or any other Grantor with respect to which a Lien is granted or purported to be granted pursuant to Kew Collateral Document as security for any Kew Obligation.

"**Kew Collateral Documents**" means the "Security Agreement" as defined the Kew Purchase Agreement and any related security agreement or document referred to therein.

"**Kew Obligations**" means the obligations under the Kew Purchase Agreement secured by the Kew Collateral Documents.

"**Kew Purchase Agreement**" means that certain Asset Purchase Agreement dated June 5, 2020, among Kew, the Company, SBUD and the other parties thereto (as the same may be amended, restated or modified from time to time).

"**Kew Security Agreement**" means the "Security Agreement" as defined in the Kew Purchase Agreement.

"**Lien**" means, with respect to any asset, (a) any mortgage, deed of trust, lien (statutory or otherwise), pledge, hypothecation, encumbrance, charge or security interest in, on or of such asset and (b) the interest of a vendor or a lessor under any conditional sale agreement, capital lease or title retention agreement (or any financing lease having substantially the same economic effect as any of the foregoing) relating to such asset.

"**Louisville**" has the meaning assigned to such term in the introductory paragraph of this Agreement.

"**Louisville Collateral**" means any "Collateral" as defined in any Louisville Collateral Document or any other assets of the Borrower or any other Grantor with respect to which a Lien is granted or purported to be granted pursuant to Louisville Collateral Document as security for any Louisville Obligation.

"**Louisville Collateral Documents**" means the "Security Agreement" as defined the Louisville Purchase Agreement and any related security agreement or document referred to therein.

"**Louisville Obligations**" means the obligations under the Louisville Purchase Agreement secured by the Louisville Collateral Documents.

"**Louisville Purchase Agreement**" means that certain Asset Purchase Agreement dated June 5, 2020, among Louisville, the Company, SBUD and the other parties thereto (as the same may be amended, restated or modified from time to time).

"**Louisville Security Agreement**", means the "Security Agreement" as defined in the Louisville Purchase Agreement.

"**LM MJC**" has the meaning assigned to such term in the introductory paragraph of this Agreement.

"**LM MJC Collateral**" means any "Collateral" as defined in any LM MJC Collateral Document or any other assets of the Borrower or any other Grantor with respect to which a Lien is granted or purported to be granted pursuant to LM MJC Collateral Document as security for any LM MJC Obligation.

"**LM MJC Collateral Documents**" means the "Security Agreement" as defined the LM MJC Purchase Agreement and any related security agreement or document referred to therein.

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"**LM MJC Obligations**" means the obligations under the LM MJC Purchase Agreement secured by the LM MJC Collateral Documents.

"**LM MJC Purchase Agreement**" means that certain Asset Purchase Agreement dated June 5, 2020, among LM MJC, the Company, SBUD and the other parties thereto (as the same may be amended, restated or modified from time to time).

"**LM MJC Security Agreement**", means the "Security Agreement" as defined in the LM MJC Purchase Agreement.

"**Lucky Ticket**" has the meaning assigned to such term in the introductory paragraph of this Agreement.

"**Lucky Ticket Collateral**" means any "Collateral" as defined in any Lucky Ticket Collateral Document or any other assets of the Borrower or any other Grantor with respect to which a Lien is granted or purported to be granted pursuant to Lucky Ticket Collateral Document as security for any Lucky Ticket Obligation.

"**Lucky Ticket Collateral Documents**" means the "Security Agreement" as defined the Lucky Ticket Purchase Agreement and any related security agreement or document referred to therein.

"**Lucky Ticket Obligations**" means the obligations under the Lucky Ticket Purchase Agreement secured by the Lucky Ticket Collateral Documents.

"**Lucky Ticket Purchase Agreement**" means that certain Asset Purchase Agreement dated June 5, 2020, among Lucky Ticket, the Company, SBUD and the other parties thereto (as the same may be amended, restated or modified from time to time).

"**Lucky Ticket Security Agreement**", means the "Security Agreement" as defined in the Lucky Ticket Purchase Agreement.

"**Mountain View**" has the meaning assigned to such term in the introductory paragraph of this Agreement.

"**Mountain View Collateral**" means any "Collateral" as defined in any Mountain View Collateral Document or any other assets of the Borrower or any other Grantor with respect to which a Lien is granted or purported to be granted pursuant to Mountain View Collateral Document as security for any Mountain View Obligation.

"**Mountain View Collateral Documents**" means the "Security Agreement" as defined the Mountain View Purchase Agreement and any related security agreement or document referred to therein.

"**Mountain View Obligations**" means the obligations under the Mountain View Purchase Agreement secured by the Mountain View Collateral Documents.

"**Mountain View Purchase Agreement**" means that certain Asset Purchase Agreement dated June 5, 2020, among Mountain View, the Company, SBUD and the other parties thereto (as the same may be amended, restated or modified from time to time).

"**Mountain View Security Agreement**", means the "Security Agreement" as defined in the Mountain View Purchase Agreement.

"**New York UCC**" means the Uniform Commercial Code as from time to time in effect in the State of New York.

"**Niwot**" has the meaning assigned to such term in the introductory paragraph of this Agreement.

"**Niwot Collateral**" means any "Collateral" as defined in any Niwot Collateral Document or any other assets of the Borrower or any other Grantor with respect to which a Lien is granted or purported to be granted pursuant to Niwot Collateral Document as security for any Niwot Obligation.

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"**Niwot Collateral Documents**" means the "Security Agreement" as defined the Niwot Purchase Agreement and any related security agreement or document referred to therein.

"**Niwot Obligations**" means the obligations under the Niwot Purchase Agreement secured by the Niwot Collateral Documents.

"**Niwot Purchase Agreement**" means that certain Asset Purchase Agreement dated June 5, 2020, among Niwot, the Company, SBUD and the other parties thereto (as the same may be amended, restated or modified from time to time).

"**Niwot Security Agreement**", means the "Security Agreement" as defined in the Niwot Purchase Agreement.

"**Obligations**" means Convertible Notes Obligations, Credit Agreement Obligations, StarBuds Seller Obligations or Additional Debt Obligations, as the case, may be.

"**Officer's Certificate**" has the meaning assigned to such term in Section 8.08.

"**Paid in Full**" means that, with respect to the relevant Obligations (a) all of such Obligations (other than contingent obligations or indemnification obligations for which no underlying claim has been asserted) have been paid, performed, or discharged in full (with all such Obligations consisting of monetary or payment obligations having been paid in full in cash); (b) no Person has any further right to obtain any loans, letters of credit, or other extensions of credit under the Debt Facility pursuant to which such Obligations arise; and (c) any and all letters of credit or similar instruments issued under such documents have been cancelled and returned (or backed by stand-by guarantees or cash collateralized) in accordance with the terms of such documents.

"**Permitted Junior Securities**" means any securities of the Company that are (i) equity securities or (ii) subordinated in right of payment to all unsubordinated Indebtedness of the Company that may at the time be outstanding and shall not be entitled to the benefits of covenants or defaults materially more beneficial to the holders of such securities than those in effect with respect to any unsubordinated Indebtedness of the Company that may at the time be outstanding and (c) such securities shall not provide for amortization (including sinking fund and mandatory prepayment provisions) commencing prior to the date six months following the final scheduled maturity date of any unsubordinated Indebtedness of the Company that may at the time be outstanding.

"**Person**" means any individual, corporation, limited liability company, trust, joint venture, association, company, limited or general partnership, unincorporated organization, governmental authority, or other entity.

"**Plan of Reorganization**" means any plan of reorganization, plan of liquidation, plan of arrangement, agreement for composition, or other type of dispositive restructuring plan proposed in or in connection with any Insolvency or Liquidation Proceeding.

"**Pledged or Controlled Collateral**" has the meaning assigned to such term in Section 5.05(a).

"**Priority Convertible Notes Collateral**" means all property and assets of the Borrower and each other Grantor, whether acquired prior to, on or after the date of this Agreement, other than Priority Credit Agreement Collateral and Priority StarBuds Seller Collateral.

"**Priority Credit Agreement Collateral**" means the property and assets of the Credit Agreement Companies (regardless of the time of acquisition of any such property or asset).

"**Priority StarBuds Seller Collateral**" means (a) any property or asset included in this StarBuds Seller Collateral acquired on or prior to the date of this Agreement (and any replacement thereof even if acquired after the date of this Agreement), (b) any property or asset located at the StarBuds Seller Sold Stores and (c) the proceeds of any property or asset described in clause (a) or (b) of this definition.

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"**Proceeds**" means the proceeds of any sale, collection or other liquidation of any item of Shared Collateral, any payment or distribution made in respect of such item of Shared Collateral in an Insolvency or Liquidation Proceeding and any amounts received by any Representative or any Secured Party from any other Secured Party in respect of such item of Shared Collateral pursuant to this Agreement.

"**Pueblo**" has the meaning assigned to such term in the introductory paragraph of this Agreement.

"**Pueblo Collateral**" means any "Collateral" as defined in any Pueblo Collateral Document or any other assets of the Borrower or any other Grantor with respect to which a Lien is granted or purported to be granted pursuant to Pueblo Collateral Document as security for any Pueblo Obligation.

"**Pueblo Collateral Documents**" means the "Security Agreement" as defined the Pueblo Purchase Agreement and any related security agreement or document referred to therein.

"**Pueblo Obligations**" means the obligations under the Pueblo Purchase Agreement secured by the Pueblo Collateral Documents.

"**Pueblo Purchase Agreement**" means that certain Asset Purchase Agreement dated June 5, 2020, among Pueblo, the Company, SBUD and the other parties thereto (as the same may be amended, restated or modified from time to time).

"**Pueblo Security Agreement**", means the "Security Agreement" as defined in the Pueblo Purchase Agreement.

"**Purchase Event**" has the meaning assigned to such term in Section 5.03.

"**Recovery**" has the meaning assigned to such term in Section 6.04.

"**Refinance**" means, in respect of any Indebtedness, to refinance, extend, renew, defease, amend, increase, modify, supplement, restructure, refund, replace or repay, or to issue other Indebtedness or enter alternative financing arrangements, in exchange or replacement for such indebtedness (in whole or in part), including by adding or replacing lenders, creditors, agents, borrowers and/or guarantors, and including in each case, but not limited to, after the original instrument giving rise to such Indebtedness has been terminated and including, in each case, through any credit agreement, indenture or other agreement. "**Refinanced**" and "**Refinancing**" have correlative meanings.

"**Representative**" means the Convertible Notes Collateral Agent, the Credit Agreement Collateral Agent, the applicable StarBuds Seller Secured Party (or the StarBuds Collateral Agent) or the applicable Additional Agent, as the case may be.

"**SBUD**" means SBUD LLC, a Colorado limited liability company.

"**SEC**" means the United States Securities and Exchange Commission and any successor agency thereto.

"**Secured Obligations**" means the Convertible Notes Obligations, the Credit Agreement Obligations, the StarBuds Seller Obligations and any Additional Debt Obligations; provided that no obligations relating to Indebtedness incurred after the date of this Agreement in violation of any Debt Facility shall be a "Secured Obligation" for purposes of this Agreement.

"**Secured Parties**" means the Convertible Notes Secured Parties, the Credit Agreement Secured Parties, the StarBuds Seller Secured Parties and any Additional Secured Parties.

"**Senior Obligations**" means, with respect to any item of Shared Collateral, the Obligations secured by the senior ranking Lien on such item of Shared Collateral pursuant to Section 2.01.

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"**Senior Representative**" means, with respect to any item of Shared Collateral, the Representative of the Secured Parties whose Secured Obligations are secured by the senior ranking Lien on such Shared Collateral pursuant to Section 2.01.

"**Senior Secured Party**" means, with respect to any item of Shared Collateral, a Secured Party whose Secured Obligations are secured by the senior ranking Lien on such Shared Collateral pursuant to Section 2.01.

"**Shared Collateral**" means, at any time, Collateral in which the holders of Convertible Notes Obligations and the holders of either Credit Agreement Obligations, Star Buds Seller Obligations or Additional Debt Obligations hold a security interest at such time.

"**StarBuds Seller Obligations**" means, collectively, Colorado Health Obligations, Aurora Obligations, Arapahoe Obligations, Commerce City Obligations, Pueblo Obligations, Alameda Obligations, Citi-Med Obligations, Louisville Obligations, Kew Obligations, Lucky Ticket Obligations, Niwot Obligations, LM MJC Obligations and Mountain View Obligations.

"**StarBuds Seller Collateral**" means, the Colorado Health Collateral, the Aurora Collateral, the Arapahoe Collateral, the Commerce City Collateral, the Pueblo Collateral, the Alameda Collateral, the Citi-Med Collateral, the Louisville Collateral, the Kew Collateral, the Lucky Ticket Collateral, the Niwot Collateral, the LM MJC Collateral and the Mountain View Collateral. For the avoidance of doubt, the StarBuds Seller Collateral means all of the personal property and other assets of the Company and SBUD; provided (a) the StarBuds Seller Collateral does not include any (i) regulatory licenses or (ii) marijuana products, including marijuana flower, trim, concentrate or infused product ("**Marijuana Inventory**"), in each case, with respect to which the grant or enforcement of a security interest on such regulatory licenses or Marijuana Inventory to the StarBuds Seller Secured Parties is prohibited by, or would result in the violation of, applicable State of Colorado cannabis laws or the terms of any regulatory license; and (b) the foregoing clause (a) will in no way be construed so as to limit, impair or otherwise affect the security interest upon any rights or interests of the StarBuds Seller Security Parties in or to proceeds resulting from the regulatory license or Marijuana Inventory.

"**StarBuds Seller Collateral Documents**" means, the Colorado Health Collateral Documents, the Aurora Collateral Documents, the Arapahoe Collateral Documents, the Commerce City Collateral Documents, the Pueblo Collateral Documents, the Alameda Collateral Documents, the Citi-Med Collateral Documents, the Louisville Collateral Documents, the Kew Collateral Documents, the Lucky Ticket Collateral Documents, the Niwot Collateral Documents, the LM MJC Collateral Documents and the Mountain View Collateral Documents.

"**StarBuds Seller Secured Party**" means, each of Colorado Health, Aurora, Arapahoe, Commerce City, Pueblo, Alameda, Citi-Med, Louisville, Kew, Lucky Ticket, Niwot, LM MJC and Mountain View.

"**StarBuds Seller Sold Stores**" means each of the stores located at 5238 W 44th Ave., Denver, CO 80212, (b) 7521 Ute Highway, Longmont, CO 80503, (c) 6924 N 79th Street, Niwot, CO 80503, (d) 1451 Cortez Street, Unit A, Denver, CO 80221 a/k/a 1455 Cortez Street, Unit A, Denver, CO 80221, (e) 9000 Unit B Federal Blvd., Federal Heights, CO 80260, (f) 1156 W Dillon Road #3, Louisville, CO 80027, (g) 1640 East Evans Avenue, Denver, CO 80210, (h) 4228 N. York St. #101, Denver, CO 80216, (i) 428 S McCulloch Blvd., Building A., Pueblo West, CO 81007, (j) 4305 Thatcher Ave., Pueblo, CO 81005, (k) 5844 Dahlia Street, Commerce City, CO 80022, (l) 14655 E, Arapahoe Rd., Aurora, CO 80016, (m) 1408 Del Mar Parkway, Units D1 & D2, Aurora, CO 80010, (n) 10100 Montview Blvd., Aurora, CO 80010, and (o) 4690 N Brighton Blvd., Denver, CO 80216.

"**Uniform Commercial Code**" or "**UCC**" means the New York UCC, or the Uniform Commercial Code (or any similar or comparable legislation) of another jurisdiction, to the extent it may be required to apply to any item or items of Collateral.

SECTION 1.02. Terms Generally. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The

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word “will” shall be construed to have the same meaning and effect as the word “shall”. Unless the context requires otherwise, (i) any definition of or reference to any agreement, instrument, other document, statute or regulation herein shall be construed as referring to such agreement, instrument, other document, statute or regulation as from time to time amended, supplemented or otherwise modified, (ii) any reference herein to any Person shall be construed to include such Person’s successors and assigns, but shall not be deemed to include the subsidiaries of such Person unless express reference is made to such subsidiaries, (iii) the words “herein”, “hereof” and “hereunder”, and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (iv) all references herein to Articles, Sections and Annexes shall be construed to refer to Articles, Sections and Annexes of this Agreement, (v) unless otherwise expressly qualified herein, the words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights and (vi) the term “or” is not exclusive.

ARTICLE II

Priorities and Agreements with Respect to Shared Collateral

SECTION 2.01. Subordination.

(a) Notwithstanding the date, time, manner or order of filing or recordation of any document or instrument or grant, attachment or perfection of any Liens granted to the Convertible Notes Collateral Agent or any Convertible Notes Secured Parties on any Priority StarBuds Seller Collateral that is Shared Collateral or of any Liens granted to any StarBuds Seller Secured Parties on any Priority StarBuds Seller Collateral that is Shared Collateral (or any actual or alleged defect in any of the foregoing) and notwithstanding any provision of the UCC, any applicable law, any Debt Facility or any other circumstance whatsoever, the Convertible Notes Collateral Agent, on behalf of itself and each Convertible Notes Secured Party, hereby agrees that any Lien on any Priority StarBuds Seller Collateral that is Shared Collateral securing or purporting to secure any StarBuds Seller Obligations now or hereafter held by or on behalf of any StarBuds Seller Secured Parties or agent or trustee therefor, regardless of how acquired, whether by grant, statute, operation of law, subrogation or otherwise, shall have priority over and be senior in all respects and prior to any Lien on any Priority StarBuds Seller Collateral that is Shared Collateral securing or purporting to secure any Convertible Notes Obligations; and any Lien on the Shared Collateral securing or purporting to secure any Convertible Notes Obligations now or hereafter held by or on behalf of any Convertible Notes Secured Parties or the Convertible Notes Collateral Agent or other agent or trustee therefor, regardless of how acquired, whether by grant, statute, operation of law, subrogation or otherwise, shall be junior and subordinate in all respects to all Liens on any StarBuds Seller Collateral that is Shared Collateral securing any StarBuds Seller Obligations. All Liens on any Priority StarBuds Seller Collateral that is Shared Collateral securing any StarBuds Seller Obligations shall be and remain senior in all respects and prior to all Liens on any Priority StarBuds Seller Collateral that is Shared Collateral securing any Convertible Notes Obligations for all purposes, whether or not such Liens securing any Priority StarBuds Seller Obligations are subordinated to any Lien securing or purporting to secure any other obligation of the Borrower, any Grantor or any other Person or otherwise subordinated, voided, avoided, invalidated or lapsed. The Credit Agreement Collateral Agent, on behalf of itself and the other Credit Agreement Secured Parties acknowledges and agrees that it and they do not have any Lien and shall not assert any Lien on or against any StarBuds Seller Collateral.

(b) Notwithstanding the date, time, manner or order of filing or recordation of any document or instrument or grant, attachment or perfection of any Liens granted to the Convertible Notes Collateral Agent or any Convertible Notes Secured Parties on any Priority Credit Agreement Collateral that is Shared Collateral or of any Liens granted to any Credit Agreement Collateral Agent or the Credit Agreement Secured Parties on any Priority Credit Agreement Collateral that is Shared Collateral (or any actual or alleged defect in any of the foregoing) and notwithstanding any provision of the UCC, any applicable law, any Convertible Notes Document or any Credit Agreement Document or any other circumstance whatsoever, the Convertible Notes Collateral Agent, on behalf of itself and each Convertible Notes Secured Party, hereby agrees that any Lien on any Priority Credit Agreement Collateral that is Shared Collateral securing or purporting to secure any Credit Agreement Obligations now or hereafter held by or on behalf of any Credit Agreement Secured Parties or the Credit Agreement Collateral Agent or agent or trustee therefor, regardless of how acquired, whether by grant, statute, operation of law, subrogation or otherwise, shall have priority over and be senior in all respects and prior to any Lien on any Priority Credit Agreement Collateral that is Shared Collateral securing or purporting to secure any Convertible Notes Obligations; and any Lien on the Shared Collateral securing or purporting to secure any Convertible Notes Obligations now or hereafter held by or on behalf of any Convertible Notes Secured Parties or the Convertible Notes Collateral Agent or other agent or trustee therefor, regardless

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of how acquired, whether by grant, statute, operation of law, subrogation or otherwise, shall be junior and subordinate in all respects to all Liens on any Priority Credit Agreement Collateral that is Shared Collateral securing Credit Agreement Obligations. All Liens on any Priority Credit Agreement Collateral that is Shared Collateral securing any Credit Agreement Obligations shall be and remain senior in all respects and prior to all Liens on any Priority Credit Agreement Collateral that is Shared Collateral securing any Convertible Notes Obligations for all purposes, whether or not such Liens securing any Credit Agreement Obligations are subordinated to any Lien securing or purporting to secure any other obligation of the Borrower, any Grantor or any other Person or otherwise subordinated, voided, avoided, invalidated or lapsed.

(c) Notwithstanding the date, time, manner or order of filing or recordation of any document or instrument or grant, attachment or perfection of any Liens granted to the Credit Agreement Collateral Agent, any Credit Agreement Secured Parties or any StarBuds Seller Secured Parties on any Priority Convertible Notes Collateral that is Shared Collateral or of any Liens granted to any Convertible Notes Collateral Agent or the Convertible Notes Secured Parties on any Priority Convertible Notes Collateral that is Shared Collateral (or any actual or alleged defect in any of the foregoing) and notwithstanding any provision of the UCC, any applicable law, any Credit Agreement Document, StarBuds Seller Collateral Documents or any Convertible Notes Document or any other circumstance whatsoever, the Credit Agreement Collateral Agent, on behalf of itself and each Credit Agreement Secured Party, and each StarBuds Seller Secured Party hereby agrees that any Lien on any Priority Convertible Notes Collateral that is Shared Collateral securing or purporting to secure any Convertible Notes Obligations now or hereafter held by or on behalf of any Convertible Notes Secured Parties or the Convertible Notes Collateral Agent or agent or trustee therefor, regardless of how acquired, whether by grant, statute, operation of law, subrogation or otherwise, shall have priority over and be senior in all respects and prior to any Lien on any Priority Convertible Notes Collateral that is Shared Collateral securing or purporting to secure any Credit Agreement Obligations or any StarBuds Seller Obligations; and any Lien on any Priority Convertible Notes Collateral that is Shared Collateral securing or purporting to secure any Credit Agreement Obligations or StarBuds Seller Obligations now or hereafter held by or on behalf of the Credit Agreement Secured Parties, the Credit Agreement Collateral Agent or the StarBuds Seller Secured Parties or other agent or trustee therefor, regardless of how acquired, whether by grant, statute, operation of law, subrogation or otherwise, shall be junior and subordinate in all respects to all Liens on any Priority Convertible Notes Collateral that is Shared Collateral securing Convertible Notes Obligations. All Liens on any Priority Convertible Notes Collateral that is Shared Collateral securing any Convertible Notes Obligations shall be and remain senior in all respects and prior to all Liens on any Priority Convertible Notes Collateral that is Shared Collateral securing any Credit Agreement Obligations or StarBuds Seller Obligations for all purposes, whether or not such Liens securing any Convertible Notes Obligations are subordinated to any Lien securing or purporting to secure any other obligation of the Borrower, any Grantor or any other Person or otherwise subordinated, voided, avoided, invalidated or lapsed.

SECTION 2.02. Nature of Senior Lender Claims. Each Representative, on behalf of itself and each Secured Party under its Debt Facility, and each other Secured Party hereto acknowledges that (a) the terms of the Debt Facilities and the Obligations may be amended, supplemented or otherwise modified, and the Obligations, or a portion thereof, may be Refinanced from time to time (so long such action is permitted under all other Debt Facilities at such time) and (b) the aggregate amount of the Obligations may be increased in the manner permitted under all Debt Facilities at such time, without notice to or consent by to any Representative or Secured Party and without affecting the provisions hereof. The Lien priorities provided for in Section 2.01 shall not be altered or otherwise affected by any amendment, supplement or other modification of the Obligations or any portion thereof. As between the Borrower and the other Grantors and the Secured Parties, the foregoing provisions will not limit or otherwise affect the obligations of the Borrower and the Grantors contained in any Debt Facility with respect to the incurrence of additional Obligations.

SECTION 2.03. Prohibition on Contesting Liens. Each Representative, for itself and on behalf of each Secured Party under its Debt Facility, agrees that it shall not (and hereby waives any right to) contest or support any other Person in contesting, in any proceeding (including any Insolvency or Liquidation Proceeding), the validity, extent, perfection, allowability, priority or enforceability of any Lien securing, or the allowability or value of any claims asserted with respect to, any Obligations held (or purported to be held) by or on behalf of any of the Secured Parties or any Representative or other agent or trustee therefor in any Shared Collateral.

ARTICLE III

Enforcement

SECTION 3.01. Exercise of Remedies.

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(a) So long as the Discharge of Senior Obligations with respect to any item of Shared Collateral has not occurred, whether or not any Insolvency or Liquidation Proceeding has been commenced by or against the Borrower or any other Grantor, (i) neither any Junior Representative nor any Junior Secured Party with respect to such item of Shared Collateral will (x) exercise or seek to exercise any rights or remedies (including setoff or recoupment) with respect to such item of Shared Collateral in respect of any Junior Obligations with respect to such item of Shared Collateral, or institute any action or proceeding with respect to such rights or remedies (including any action of foreclosure), (y) contest, protest or object to any foreclosure proceeding or action brought with respect to such item of Shared Collateral by the Senior Representative or any such Senior Secured Party in respect of such Senior Obligations, the exercise of any right by such Senior Representative or any Senior Secured Party (or any agent or sub-agent on their behalf) in respect of such Senior Obligations under any lockbox agreement, control agreement, landlord waiver or bailee's letter or similar agreement or arrangement to which such Senior Representative or any such Senior Secured Party either is a party or may have rights as a third party beneficiary, or any other exercise by any such party of any rights and remedies relating to such item of Shared Collateral under its Debt Facility or otherwise in respect of the such item of Shared Collateral or such Senior Obligations, or (z) object to the forbearance by the Senior Secured Parties from bringing or pursuing any foreclosure proceeding or action or any other exercise

of any rights or remedies relating to such item of Shared Collateral in respect of such Senior Obligations and (ii) except as otherwise provided herein, such Senior Representative and such Senior Secured Parties shall have the exclusive right to enforce rights, exercise remedies (including setoff, recoupment, and the right to credit bid their debt) and make determinations regarding the release, disposition or restrictions with respect to such item of Shared Collateral without any consultation with or the consent of any Junior Representative or any Junior Secured Party; provided, however, that (A) in any Insolvency or Liquidation Proceeding commenced by or against the Borrower or any other Grantor, any such Junior Representative may file a claim, proof of claim, or statement of interest with respect to such Junior Obligations under its Debt Facility, (B) any such Junior Representative may take any action (not adverse to the Liens on such item of Shared Collateral securing such Senior Obligations or the rights of such Senior Representative or such Senior Secured Parties to exercise remedies in respect thereof) in order to create, prove, perfect, preserve or protect (but not enforce) its rights in, and perfection and priority of its Lien on, such item of Shared Collateral, (C) to the extent not otherwise inconsistent with or prohibited by this Agreement, any such Junior Representative and such Junior Secured Parties may exercise their rights and remedies as unsecured creditors, as provided in Section 5.04, (D) any such Junior Representative may vote on a proposed Plan of Reorganization in any Insolvency or Liquidation Proceeding of the Borrower or any other Grantor in accordance with the terms of this Agreement, (E) any such Junior Representative and such Junior Secured Parties may file any necessary or appropriate responsive or defensive pleadings in opposition to any motion, claim, adversary proceeding or other pleading made by any person objecting to or otherwise seeking the disallowance of the claims or Liens of such Junior Secured Parties, including any claims secured by such item of Shared Collateral, in each case in accordance with the terms of this Agreement and (F) from and after the Enforcement Date, such Junior Representative or any person authorized by it may exercise or seek to exercise any rights or remedies with respect to such item of Shared Collateral in respect of any such Junior Obligations, or institute any action or proceeding with respect to such rights or remedies (including any action of foreclosure), in each case (A) through (F) above to the extent such action is not inconsistent with, or could not result in a resolution inconsistent with, the terms of this Agreement. In exercising rights and remedies with respect to the any item of Shared Collateral, the Senior Representative and the Senior Secured Parties with respect to such item of Shared Collateral may enforce the provisions of the Debt Facilities and exercise remedies thereunder, all in such order and in such manner as they may determine in the exercise of their sole discretion. Such exercise and enforcement shall include the rights of an agent appointed by them to sell or otherwise dispose of such item of Shared Collateral upon foreclosure, to incur expenses in connection with such sale or disposition and to exercise all the rights and remedies of a secured lender under the Uniform Commercial Code of any applicable jurisdiction and of a secured creditor under Bankruptcy Laws of any applicable jurisdiction.

(b) So long as the Discharge of Senior Obligations with respect to an item of Shared Collateral has not occurred, each Junior Representative, on behalf of itself and each Junior Secured Party under its Debt Facility with respect to such item of Shared Collateral, agrees that it will not take or receive any such item of Shared Collateral or any Proceeds of such item of Shared Collateral in connection with the exercise of any right or remedy (including setoff or recoupment) with respect to any such item of Shared Collateral in respect of Junior Obligations. Without limiting the generality of the foregoing, unless and until the Discharge of Senior Obligations with respect to any item of Shared Collateral has occurred, except as expressly provided in the proviso in Section 3.01(a) and in Article VI, the sole right of the Junior Representatives and the Junior Secured Parties with respect to such item of Shared Collateral is to hold a Lien on such item of Shared Collateral in respect of Junior Obligations pursuant to their Debt Facilities for the period and to the extent granted therein and to receive a share of the Proceeds thereof, if any, after the Discharge of Senior Obligations with respect to such item of Shared Collateral has occurred.

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(c) Subject to the proviso in Section 3.01(a), (i) each Junior Representative, for itself and on behalf of each Junior Secured Party under its Debt Facility, agrees that neither such Junior Representative nor any such Junior Secured Party will take any action that would hinder any exercise of remedies undertaken by the Senior Representative with respect to any item of Shared Collateral or any Senior Secured Party with respect to such item of Shared Collateral under the their Debt Facilities, including any sale, lease, exchange, transfer or other disposition of such item of Shared Collateral, whether by foreclosure or otherwise, and (ii) each Junior Representative, for itself and on behalf of each Junior Secured Party under its Debt Facility, hereby waives any and all rights it or any such Junior Secured Party may have as a junior lien creditor or otherwise to object to any lawful manner in which the Senior Representative or the Senior Secured Parties seek to enforce or collect the Senior Obligations or the Liens granted on any such item of Shared Collateral, regardless of whether any action or failure to act by or on behalf of the Senior Representative or any other Senior Secured Party is adverse to the interests of the Junior Secured Parties.

(d) Each Junior Representative hereby acknowledges and agrees that no covenant, agreement or restriction contained in any Debt Facility shall be deemed to restrict in any way the rights and remedies of the Senior Representative or the Senior Secured Parties with respect to such item of Shared Collateral as set forth in this Agreement and the Debt Facilities.

(e) Subject to the proviso in Section 3.01(a), until the Discharge of Senior Obligations with respect to any item of Shared Collateral, the Senior Representative or any Person authorized by it (i) shall have the exclusive right to exercise any right or remedy with respect to such item of Shared Collateral, (ii) shall have the exclusive right to determine and direct the time, method and place for exercising such right or remedy or conducting any proceeding with respect thereto, and (iii) may exercise any such right or remedy (1) in any manner in its sole discretion in compliance with applicable law, (2) without consultation with or the consent of any Junior Representative or any Junior Secured Party, (3) regardless of whether an Insolvency or Liquidation Proceeding has been commenced, (4) regardless of any provision of any Debt Facility (other than the Debt Facility pursuant to which such Senior Obligations relate), and (5) regardless of whether such exercise is adverse to the interest of any Junior Representative or any Junior Secured Party. Following the Discharge of Senior Obligations with respect to any item of Shared Collateral, the Junior Representative or any Person authorized by it shall have the exclusive right to exercise any right or remedy with respect to such item of Shared Collateral and shall have the exclusive right to direct the time, method and place of exercising or conducting any proceeding for the exercise of any right or remedy available to the Junior Secured Parties with respect to such item of Shared Collateral, or of exercising or directing the exercise of any trust or power conferred on the Junior Representative, or for the taking of any other action authorized by the applicable Debt Facilities; provided, however, that nothing in this Section shall impair the right of any Junior Representative or other agent or trustee acting on behalf of the Junior Secured Parties to take such actions with respect to such item of Collateral after the Discharge of such Senior Obligations.

SECTION 3.02. Cooperation. Subject to the proviso in Section 3.01(a), each Junior Representative, on behalf of itself and each Junior Secured Party under its Debt Facility, agrees that, unless and until the Discharge of Senior Obligations with respect to any item of Shared Collateral has occurred, it will not commence, or join with any Person (other than the Senior Secured Parties and the Senior Representative) in commencing, any enforcement, collection, execution, levy or foreclosure action or proceeding with respect to any Lien held by it in such item of Shared Collateral in respect of the Junior Obligations.

SECTION 3.03. Actions upon Breach. Should any Junior Representative or any Junior Secured Party, contrary to this Agreement, in any way take, attempt to take or threaten to take any action with respect to an item of Shared Collateral (including any attempt to realize upon or enforce any remedy with respect to this Agreement) or fail to take any action required by this Agreement, the Senior Representative or other Senior Secured Party (in its or their own name or in the name of the Borrower or any other Grantor) or the Borrower may obtain relief against such Junior Representative or such Junior Secured Party by injunction, specific performance or other appropriate equitable relief. Each Junior Representative, on behalf of itself and each Junior Secured Party under its Debt Facility, hereby (i) agrees that the Senior Secured Parties' damages from the actions of the Junior Representatives or any Junior Secured Party may at that time be difficult to ascertain and may be irreparable and waives any defense that the Borrower, any other Grantor or the Senior Secured Parties cannot demonstrate damage or be made whole by the awarding of damages and (ii) irrevocably waives any defense based on the adequacy of a remedy at law and any other defense that might be asserted to bar the remedy of specific performance in any action that may be brought by the Senior Representative or any Senior Secured Party.

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ARTICLE IV

Payments

SECTION 4.01. Application of Proceeds. After an event of default under any Debt Facility for a Senior Obligation with respect to an item of Shared Collateral has occurred and until such event of default is cured or waived, so long as the Discharge of such Senior Obligations has not occurred, such item of Shared Collateral or Proceeds thereof received in connection with the sale or other disposition of, or collection on, such item of Shared Collateral upon the exercise of remedies shall be applied by the Senior Representative to such Senior Obligations until the Discharge of such Senior Obligations has occurred. Upon the Discharge of such Senior Obligations, the Senior Representative shall deliver promptly to the Junior Representative any such item of Shared Collateral or Proceeds thereof remaining after the Discharge of such Senior Obligations held by it in the same form as received, with any necessary endorsements, or as a court of competent jurisdiction may otherwise direct, to be applied by the Junior Representative to the Junior Obligations with respect to such item of Collateral in such order as specified in the relevant Debt Facility.

SECTION 4.02. Payments Over. Any item of Shared Collateral or Proceeds thereof received by any Junior Representative or any Junior Secured Party with respect to such item of Shared Collateral in connection with the exercise of any right or remedy (including setoff or recoupment) or otherwise relating to such item of Shared Collateral in contravention of this Agreement shall be segregated and held in trust for the benefit of and forthwith paid over to the Senior Representative with respect to such item of Shared Collateral for the benefit of the Senior Secured Parties with respect to such item of Shared Collateral in the same form as received, with any necessary endorsements, or as a court of competent jurisdiction may otherwise direct. The Senior Representative is hereby authorized to make any such endorsements as agent for such Junior Representatives or any such Junior Secured Party. This authorization is coupled with an interest and is irrevocable.

SECTION 4.03. Other Payment Restrictions.

(a) Each Junior Representative and Junior Secured Party hereby instructs each of the Credit Agreement Companies not to pay, and agrees not to accept payment of, or assert, demand, sue for or seek to enforce against any of the Credit Agreement Companies, by setoff or otherwise, until the Credit Agreement Obligations have been Discharged or as otherwise permitted in this Intercreditor Agreement. Notwithstanding the foregoing, so long as no Event of Default (under and as defined in the Credit Agreement Documents) shall have occurred or will occur as a result of such payments, the Credit Agreement Companies shall be entitled to make, and the relevant Junior Representative and Junior Secured Parties shall be entitled to receive, regularly scheduled payments of principal and interest from whatever source at the time and in the manner provided in the Debt Facility to which such Junior Obligations relate. For the avoidance of doubt, upon the occurrence of an Event of Default (under and as defined in the Credit Agreement Documents), all payments to any Junior Representative or Junior Secured Party from any of the Credit Agreement Companies shall be prohibited until Discharge of the Credit Agreement Obligations.

(b) Each Junior Representative and Junior Secured Party agrees to receive and hold in trust for and promptly turn over to the Credit Agreement Collateral Agent, in the form received (except for the endorsement or assignment by such Junior Representative and/or Junior Secured Party where necessary), any sums at any time paid to, or received by, any Junior Representative or Junior Secured Party in violation of the terms of this Section 4.03 and to reimburse the Credit Agreement Collateral Agent and the Credit Agreement Secured Parties for all costs, including reasonable attorney's fees, incurred by the Credit Agreement Collateral Agent and/or the Credit Agreement Secured Parties in the course of collecting said sums should such Junior Representative and/or Junior Secured Party fail to voluntarily turn the same over to the Credit Agreement Collateral Agent as herein required.

ARTICLE V

Other Agreements

SECTION 5.01. Releases.

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(a) Each Junior Representative, for itself and on behalf of each Junior Secured Party under its Debt Facility, with respect to an item of Shared Collateral agrees that, in the event of a sale, transfer or other disposition of any such item of Shared Collateral (including all or substantially all of the equity interests of any subsidiary of Borrower) pursuant to exercise of remedies in accordance with the Debt Facility of the Senior Representative with respect to such item of Shared Collateral and this Agreement, the Liens granted to the Junior Representatives and the Junior Secured Parties upon such Shared Collateral to secure Junior Obligations shall terminate and be released, automatically and without any further action, concurrently with the termination and release of all Liens granted upon such Shared Collateral to secure Senior Obligations. Upon delivery to a Junior Representative of written notice stating that any such termination and release of such Liens securing such Senior Obligations has become effective (or shall become effective concurrently with such termination and release of the Liens granted to such Junior Secured Parties and such Junior Representative) and any necessary or proper instruments of termination or release prepared by the Borrower or any other Grantor, such Junior Representative will promptly execute, deliver or acknowledge, at the Borrower's or the other Grantor's sole cost and expense, such instruments to evidence such termination and release of such Liens.

(b) Each Junior Representative, for itself and on behalf of each Junior Secured Party under its Debt Facility, with respect to an item of Shared Collateral hereby irrevocably constitutes and appoints the Senior Representative and any officer or agent of each Senior Representative, with respect to such item of Shared Collateral with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of such Junior Representative or such Junior Secured Party or in such Senior Representative's own name, from time to time in such Senior Representative's discretion, for the purpose of carrying out the terms of Section 5.01(a), to take any and all appropriate action and to execute any and all documents and instruments that may be necessary or desirable to accomplish the purposes of Section 5.01(a), including any termination statements, endorsements or other instruments of transfer or release.

(c) Unless and until the Discharge of Senior Obligations with respect to an item of Shared Collateral has occurred, each Junior Representative, for itself and on behalf of each Junior Secured Party under its Debt Facility, with respect to such item of Shared Collateral, hereby consents to the application, whether prior to or after an event of default under any Debt Facility with respect to such Senior Obligations, of proceeds of such item of Shared Collateral to the repayment of such Senior Obligations pursuant to the Debt Facility, provided that nothing in this Section 5.01(c) shall be construed to prevent or impair the rights of the Junior Representative or the Junior Secured Parties to receive proceeds in connection with the Junior Obligations not otherwise in contravention of this Agreement.

(d) Notwithstanding anything to the contrary in any Debt Facility, in the event the terms of a Debt Facility with respect to the Senior Obligations with respect to an item of Shared Collateral and a Debt Facility with respect to Junior Obligations with respect to such item of Shared Collateral each require any Grantor (i) to make payment in respect of any item of Shared Collateral, (ii) to deliver or afford control over any item of Shared Collateral to, or deposit any item of Shared Collateral with, (iii) to register ownership of any item of Shared Collateral in the name of or make an assignment of ownership of any item of Shared Collateral or the rights thereunder to, (iv) cause any securities intermediary, commodity intermediary or other Person acting in a similar capacity to agree to comply, in respect of any item of Shared Collateral, with instructions or orders from, or to treat, in respect of any item of Shared Collateral, as the entitlement holder, (v) hold any item of Shared Collateral in trust for (to the extent such item of Shared Collateral cannot be held in trust for multiple parties under applicable law), (vi) obtain the agreement of a bailee or other third party to hold any item of Shared Collateral for the benefit of or subject to the control of or, in respect of any item of Shared Collateral, to follow the instructions of or (vii) obtain the agreement of a landlord with respect to access to leased premises where any item of Shared Collateral is located or waivers or subordination of rights with respect to any item of Shared Collateral in favor of, in any case, both any Designated Senior Representative and any Junior Representative or Junior Secured Party, such Grantor may, until the applicable Discharge of Senior Obligations has occurred, comply with such requirement under the Debt Facility with respect to the Junior Obligations as it relates to such Shared Collateral by taking any of the actions set forth above only with respect to, or in favor of, the Senior Representative.

SECTION 5.02. Insurance and Condemnation Awards. Unless and until the Discharge of Senior Obligations with respect to any item of Shared Collateral has occurred, the Senior Representative and the Senior Secured Parties shall have the sole and exclusive right, subject to the rights of the Grantors under any Debt Facility, (a) to adjust settlement for any insurance policy covering such item of Shared Collateral in the event of any loss thereunder and (b) to approve any award granted in any condemnation or similar proceeding affecting such item of Shared Collateral. Unless and until the Discharge of Senior Obligations with respect to such item of Shared Collateral has occurred, all proceeds of any such policy and any such award, if in respect of such item of Shared Collateral, shall

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be paid (i) first, prior to the occurrence of the Discharge of Senior Obligations, to the Senior Representative for the benefit of Senior Secured Parties pursuant to the terms of the Debt Facility with respect to such Senior Obligations, (ii) second, after the occurrence of the Discharge of such Senior Obligations, to the Junior Representative for the benefit of the Junior Secured Parties pursuant to the terms of the applicable Debt Facility governing such Junior Obligations and (iii) third, if no Junior Obligations are outstanding, to the owner of the subject property, such other Person as may be entitled thereto or as a court of competent jurisdiction may otherwise direct. If any Junior Representative or any Junior Secured Party shall, at any time, receive any proceeds of any such insurance policy or any such award in contravention of this Agreement, it shall pay such proceeds over to the Senior Representative in accordance with the terms of Section 4.02.

SECTION 5.03. Purchase Right. Without prejudice to the enforcement of the Senior Secured Parties' remedies in accordance with their Debt Facilities and this Agreement, the Credit Agreement Secured Parties and the StarBuds Secured Parties agree that following (a) the acceleration of the Senior Obligations of the Credit Agreement Secured Parties or the StarBuds Secured Parties in accordance with terms of their respective Debt Facilities or (b) the commencement of an Insolvency or Liquidation Proceeding by any Grantor that owns any Priority Credit Agreement Collateral or Priority StarBuds Collateral (each, a "**Purchase Event**"), within thirty (30) days of the Purchase Event, one or more of the Convertible Notes Secured Parties may request, and the Credit Agreement Secured Parties and the StarBuds Secured Parties hereby offer the Convertible Notes Secured Parties, the option to purchase all, but not less than all, of the aggregate amount of Credit Agreement Obligations or StarBuds Obligations, as the case may be, outstanding at the time of purchase at par, plus any premium that would be applicable upon prepayment thereof and accrued and unpaid interest, fees, and expenses without warranty or representation or recourse. If such purchase right is timely exercised, the parties shall endeavor to close promptly thereafter but in any event within ten (10) Business Days of the request. If more than one of the Convertible Notes Secured Parties timely exercises such purchase right, it shall be allocated pro rata among such Convertible Notes Secured Parties based on the amount of their respective Convertible Notes Obligations.

SECTION 5.04. Rights as Unsecured Creditors. The Junior Representative and the Junior Secured Parties with respect to any such item of Shared Collateral may exercise rights and remedies as unsecured creditors against the Borrower and any other Grantor in accordance with the terms of the Debt Facility governing the applicable Junior Obligations and applicable law so long as such rights and remedies do not violate and are not otherwise inconsistent with any provision of this Agreement. Nothing in this Agreement shall prohibit the receipt by any Junior Representative or any Junior Secured Party with respect to such item of Shared Collateral of the required payments of principal, premium, interest, fees and other amounts due under the Debt Facility with respect to such Junior Obligations so long as such receipt is not the direct or indirect result of the exercise by a Junior Representative or any Junior Secured Party of rights or remedies as a secured creditor in respect of such item of Shared Collateral in contravention of this Agreement. In the event any Junior Representative or any Junior Secured Party becomes a judgment lien creditor in respect of an item of Shared Collateral as a result of its enforcement of its rights as an unsecured creditor in respect of Junior Obligations, such judgment lien shall be subordinated to the Liens securing the applicable Senior Obligations on the same basis as the other Liens securing such Junior Obligations are so subordinated to such Liens securing such Senior Obligations under this Agreement. Nothing in this Agreement shall impair or otherwise adversely affect any rights or remedies the Senior Representative or the Senior Secured Parties may have with respect to such item of Shared Collateral.

SECTION 5.05. Gratuitous Bailee for Perfection.

(a) The Senior Representative with respect to any item of Shared Collateral acknowledges and agrees that if it shall at any time hold a Lien securing any Senior Obligations with respect to such item of Shared Collateral that can be perfected by the possession or control of such item of Shared Collateral or of any account in which such item of Shared Collateral is held, and if such item of Shared Collateral or any such account is in fact in the possession or under the control of such Senior Representative, or of agents or bailees of such Senior Representative (such item of Shared Collateral being referred to herein as the "**Pledged or Controlled Collateral**"), or if it shall at any time obtain any landlord waiver or bailee's letter or any similar agreement or arrangement granting it rights or access to such item of Shared Collateral, such Senior Representative shall also hold such Pledged or Controlled Collateral, or take such actions with respect to such landlord waiver, bailee's letter or similar agreement or arrangement, as subagent or gratuitous bailee for the relevant Junior Representative, in each case solely for the purpose of perfecting the Liens granted under the relevant Debt Facility governing the applicable Junior Obligations and subject to the terms and conditions of Section 2.01 and this Section 5.05.

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(b) In the event that the Senior Representative with respect to an item of Shared Collateral that is Intellectual Property (or its agents or bailees) has Lien filings against such Intellectual Property that are necessary for the perfection of Liens in such Shared Collateral, the Senior Representative agrees to hold such Liens as sub-agent and gratuitous bailee for the relevant Junior Representative and any assignee thereof, solely for the purpose of perfecting the security interest granted in such Liens pursuant to the Debt Facility governing the applicable Junior Obligations, subject to the terms and conditions of Section 2.01 and this Section 5.05.

(c) Except as otherwise specifically provided herein, until the Discharge of Senior Obligations with respect to an item of Shared Collateral has occurred, the Senior Representative with respect to such item of Shared Collateral shall be entitled to deal with the Pledged or Controlled Collateral in accordance with the terms of the Debt Facility governing the applicable Senior Obligations as if the Liens securing the relevant Junior Obligations did not exist. The rights of the Junior Representatives and the Junior Secured Parties with respect to the relevant Pledged or Controlled Collateral shall at all times be subject to the terms of this Agreement.

(d) No Senior Representative with respect to an item of Shared Collateral shall have any obligation whatsoever to the Junior Representative or any Junior Secured Party with respect to such item of Shared Collateral to assure that any of the Pledged or Controlled Collateral is genuine or owned by the Grantors or to protect or preserve rights or benefits of any Person or any rights pertaining to the Shared Collateral, except as expressly set forth in this Section 5.05. The duties or responsibilities of each Senior Representative under this Section 5.05 shall be limited solely to holding or controlling the applicable Shared Collateral and the related Liens referred to in paragraphs (a) and (b) of this Section 5.05 as sub-agent and gratuitous bailee for the relevant Junior Representative for purposes of perfecting the Lien held by such Junior Representative.

(e) No Senior Representative shall have by reason of this Agreement, or any other document, a fiduciary relationship in respect of any Junior Representative or any Junior Secured Party, and each Junior Representative, for itself and on behalf of each Junior Secured Party under its Debt Facility, hereby waives and releases each Senior Representative from all claims and liabilities arising pursuant to such Senior Representative's role under this Section 5.05 as sub-agent and gratuitous bailee with respect to the Shared Collateral.

(f) Upon the Discharge of Senior Obligations with respect to any item of Intellectual Property that is Shared Collateral, each Senior Representative with respect to such item of Shared Collateral shall, at the Grantors' sole cost and expense, (i) (A) deliver to the Junior Representative, to the extent that it is legally permitted to do so, such item of Shared Collateral, including all proceeds thereof remaining after the Discharge of such Senior Obligations, held or controlled by such Senior Representative or any of its agents or bailees, including the transfer of possession and control, as applicable, of the Pledged or Controlled Collateral, together with any necessary endorsements and notices to depositary banks, securities intermediaries and commodities intermediaries, and assign its rights under any landlord waiver or bailee's letter or any similar agreement or arrangement granting it rights or access to Shared Collateral, or (B) direct and deliver such item of Shared Collateral as a court of competent jurisdiction may otherwise direct, (ii) notify any applicable insurance carrier that it is no longer entitled to be a loss payee or additional insured under the insurance policies of any Grantor issued by such insurance carrier and (iii) notify any governmental authority involved in any condemnation or similar proceeding involving any Grantor that the Junior Representative is entitled to approve any awards granted in such proceeding. The Borrower and the other Grantors shall take such further action as is required to effectuate the transfer contemplated hereby and shall indemnify each Senior Representative for loss or damage suffered by such Senior Representative as a result of such transfer, except for loss or damage suffered by such Senior Representative as a result of its own willful misconduct, gross negligence or bad faith. No Senior Representative has any obligation to follow instructions from the Junior Representative in contravention of this Agreement.

(g) Neither the Senior Representative nor any of the other Senior Secured Parties with respect to any item of Shared Collateral shall be required to marshal any present or future collateral security for any obligations of the Borrower or any other Grantor to such Senior Representative or Senior Secured Party or any assurance of payment in respect thereof, or to resort to such collateral security or other assurances of payment in any particular order, and all of their rights in respect of such collateral security or any assurance of payment in respect thereof shall be cumulative and in addition to all other rights, however existing or arising.

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SECTION 5.06. When Discharge of Senior Obligations Deemed to Not Have Occurred. If, at any time substantially concurrently with or after the Discharge of Senior Obligations with respect to any item of Shared Collateral has occurred, the Borrower or any other Grantor incurs any such Senior Obligations (other than in respect of the payment of indemnities surviving the Discharge of such Senior Obligations), then such Discharge of Senior Obligations shall automatically be deemed not to have occurred for all purposes of this Agreement (other than with respect to any actions taken prior to the date of such designation as a result of the occurrence of such first Discharge of Senior Obligations) and the applicable agreement governing such Senior Obligations shall automatically be treated as a Debt Facility for all purposes of this Agreement, including for purposes of the Lien priorities and rights in respect of such Shared Collateral set forth herein and the granting by the Senior Representative of amendments, waivers and consents hereunder and the agent, representative or trustee for the holders of such Senior Obligations shall be the Senior Representative for all purposes of this Agreement. Upon receipt of notice of such incurrence (including the identity of the new Senior Representative), each Junior Representatives with respect to any item of Shared Collateral shall promptly (a) enter into such documents and agreements (at the expense of the Borrower), including amendments or supplements to this Agreement, as the Borrower or such new Senior Representative shall reasonably request in writing in order to provide the new Senior Representative the rights of a Senior Representative contemplated hereby, (b) deliver to the Senior Representative, to the extent that it is legally permitted to do so, such item of Shared Collateral, including all proceeds thereof, held or controlled by such Junior Representative or any of its agents or bailees, including the transfer of possession and control, as applicable, of the Pledged or Controlled Collateral, together with any necessary endorsements and notices to depositary banks, securities intermediaries and commodities intermediaries, and assign its rights under any landlord waiver or bailee's letter or any similar agreement or arrangement granting it rights or access to such item of Shared Collateral, (c) notify any applicable insurance carrier that it is no longer entitled to be a loss payee or additional insured under the insurance policies of any Grantor issued by such insurance carrier and (d) notify any governmental authority involved in any condemnation or similar proceeding involving a Grantor that the new Senior Representative is entitled to approve any awards granted in such proceeding.

ARTICLE VI

Insolvency or Liquidation Proceedings.

SECTION 6.01. Sale Issues. Until the Discharge of Senior Obligations with respect to an item of Shared Collateral has occurred, each Junior Representative with respect to such item of Shared Collateral, for itself and on behalf of each Junior Secured Party under its Debt Facility, agrees that it will (as applicable) raise no objection to and will not otherwise contest (a) any motion for relief from the automatic stay or from any injunction against foreclosure or enforcement in respect of Senior Obligations with respect to such item of Shared Collateral made by the Senior Representative or any other Senior Secured Party, (b) any lawful exercise by any Senior Secured Party of the right to credit bid Senior Obligations at any sale in foreclosure of Senior Collateral (including, without limitation, pursuant to Section 363(k) of the Bankruptcy Code or any similar provision under any other applicable Bankruptcy Law) or to exercise any rights under Section 1111(b) of the Bankruptcy Code or any similar provision of any other Bankruptcy Law with respect to the such item of Shared Collateral, (c) any other request for judicial relief made in any court by any Senior Secured Party relating to the lawful enforcement of any Lien on such item of Shared Collateral or (d) any order relating to a sale or other disposition of the such item of Shared Collateral for which the Senior Representative has consented that provides, to the extent such sale or other disposition is to be free and clear of Liens, that the Liens securing the Senior Obligations and the Junior Obligations will attach to the proceeds of the sale on the same basis of priority as the Liens on such item of Shared Collateral securing the Senior Obligations rank to the Liens on such item of Shared Collateral securing the Junior Obligations pursuant to this Agreement, provided that the Junior Secured Parties may assert any objection to the proposed bidding or related procedures to be utilized in connection with any sale or disposition that could be asserted by an unsecured creditor in any Insolvency or Liquidation Proceeding; without limiting the foregoing, each Junior Representative with respect to an item of Shared Collateral, for itself and on behalf of each Junior Secured Party under its Debt Facility, agrees that it may not raise any objections based on rights afforded by Sections 363(e) or Section 363(f) of the Bankruptcy Code or any similar provision of any other Bankruptcy Law. In addition, the Junior Secured Parties are not deemed to have waived any rights to credit bid on such item of Shared Collateral in any such sale or disposition in accordance with Section 363(k) of the Bankruptcy Code (or any similar provision with respect to an item of Shared Collateral under any other applicable Bankruptcy Law), so long as any such credit bid provides for the payment in full in cash of the Senior Obligations with respect to any item of Shared Collateral.

SECTION 6.02. Relief from the Automatic Stay. Until the Discharge of Senior Obligations with respect to an item of Shared Collateral has occurred, each Junior Representative with respect to such item of Shared Collateral, for itself and on behalf of each Junior Secured Party under its Debt Facility with respect to such item of Shared Collateral, agrees that none of them shall seek

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relief from the automatic stay or any other stay in any Insolvency or Liquidation Proceeding or take any action in derogation thereof, in each case in respect of such item of Shared Collateral, without the prior written consent of such Senior Representative.

SECTION 6.03. DIP Financing. If the Borrower or any other Grantor shall be subject to any Insolvency or Liquidation Proceeding and any Senior Secured Party shall desire to provide financing under Section 363 or Section 364 of the Bankruptcy Code or any similar provision of any other Bankruptcy Law to be secured by Senior Collateral of such Senior Secured Party ("**DIP Financing"**), then each Junior Representative, for itself and on behalf of each Junior Secured Party under its Debt Facility with respect to such Shared Collateral, agrees that it will raise no objection to such DIP Financing to the extent the Liens securing such Senior Obligations are subordinated to or *pari passu* with such DIP Financing, will subordinate (and will be deemed hereunder to have subordinated) its Liens in such Shared Collateral to (x) such DIP Financing (and all obligations relating thereto) on the same basis as the Liens securing such Junior Obligations are so subordinated to Liens securing such Senior Obligations under this Agreement, (y) any adequate protection Liens provided to such Senior Secured Party, and (z) to any "carve-out" for professional and United States Trustee fees agreed to by the such Senior Secured Party, and such Junior Secured Parties, agree that notice received two Business Days prior to the entry of an order approving such usage of cash or other collateral or approving such DIP Financing shall be adequate notice.

SECTION 6.04. Preference Issues. If any Senior Secured Party with respect to an item of Shared Collateral is required in any Insolvency or Liquidation Proceeding or otherwise to disgorge, turn over or otherwise pay such item of Shared Collateral or proceeds thereof, to the estate of the Borrower or any other Grantor (or any trustee, receiver or similar Person therefor), because the payment of such amount was declared to be fraudulent or preferential in any respect or for any other reason, any amount (a "**Recovery**"), whether received as proceeds, enforcement of any right of setoff, recoupment or otherwise, then such Senior Obligations shall be reinstated to the extent of such Recovery and deemed to be outstanding as if such payment had not occurred and the Senior Secured Parties shall still be entitled to a future Discharge of Senior Obligations with respect to such item of Shared Collateral with respect to all such recovered amounts. If this Agreement shall have been terminated prior to such Recovery, this Agreement shall be reinstated in full force and effect, and such prior termination shall not diminish, release, discharge, impair or otherwise affect the obligations of the parties hereto. Each Junior Representative, for itself and on behalf of each Junior Secured Party under its Debt Facility, hereby agrees that none of them shall be entitled to benefit from any avoidance action affecting or otherwise relating to any distribution or allocation made in accordance with this Agreement, whether by preference or otherwise, it being understood and agreed that the benefit of such avoidance action otherwise allocable to them shall instead be allocated and turned over for application in accordance with the priorities set forth in this Agreement.

SECTION 6.05. Separate Grants of Security and Separate Classifications. Each Junior Representative, for itself and on behalf of each Junior Secured Party under its Debt Facility, acknowledges and agrees that (a) the Junior Secured Parties' claims against the Grantors in respect of their Liens on any item of Shared Collateral constitute junior claims separate and apart (and of a different class) from the senior claims of the Senior Secured Parties against the Grantors in respect of such item of Shared Collateral, and (b) because of, among other things, their differing rights in the Shared Collateral, the Junior Obligations are fundamentally different from the Senior Obligations and must be separately classified in any Plan of Reorganization proposed, confirmed, or adopted in an Insolvency or Liquidation Proceeding. To further effectuate the intent of the parties as provided in the immediately preceding sentence, if it is held that the claims of the Senior Secured Parties and the Junior Secured Parties in respect of any item of Shared Collateral constitute only a single class of claims (rather than separate classes of senior and junior secured claims), then each Junior Representative, for itself and on behalf of each Junior Secured Party under its Debt Facility, hereby acknowledges and agrees that all distributions from such item of Shared Collateral shall be made as if there were separate classes of senior and junior secured claims against the Grantors in respect of such item of such item of Shared Collateral (with the effect being that, to the extent that the aggregate value of such item of Shared Collateral is sufficient (for this purpose ignoring all claims held by the Junior Secured Parties)), the Senior Secured Parties shall be entitled to receive, in addition to amounts distributed to them in respect of principal, pre-petition interest and other claims, all amounts owing in respect of post-petition interest, fees, and expenses (whether or not allowed or allowable in such Insolvency or Liquidation Proceeding) before any distribution is made from the Shared Collateral in respect of the Junior Obligations, with each Junior Representative, for itself and on behalf of each Junior Secured Party under its Debt Facility, hereby acknowledging and agreeing to turn over to the Senior Representative amounts otherwise received or receivable by them from such item of Shared Collateral to the extent necessary to effectuate the intent of this sentence, even if such turnover has the effect of reducing the claim or recovery of the Junior Secured Parties. This Section 6.05 is intended to govern the relationship between the classes of claims held by the Junior Secured Parties, on the one hand, and a collective class of claims comprised of the Senior Secured Parties (as opposed to separate classes of each such series of claims), on the other hand.

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SECTION 6.06. No Waivers of Rights of Senior Secured Parties. Nothing contained herein shall, except as expressly provided herein, prohibit or in any way limit the Senior Representative, or any other Senior Secured Party with respect to an item of Shared Collateral from objecting in any Insolvency or Liquidation Proceeding or otherwise to any action taken by any Junior Secured Party with respect to such item of Shared Collateral, including the seeking by any Junior Secured Party of adequate protection or the asserting by any Junior Secured Party of any of its rights and remedies under the its Debt Facility or otherwise.

SECTION 6.07. Application. This Agreement, which the parties hereto expressly acknowledge is a "subordination agreement" under Section 510(a) of the Bankruptcy Code or any similar provision of any other Bankruptcy Law, shall be effective before, during and after the commencement of any Insolvency or Liquidation Proceeding. The relative rights as to the Shared Collateral and proceeds thereof shall continue after the commencement of any Insolvency or Liquidation Proceeding on the same basis as prior to the date of the petition therefor, subject to any court order approving the financing of, or use of cash collateral by, any Grantor. All references herein to any Grantor shall include such Grantor as a debtor-in-possession and any receiver or trustee for such Grantor.

SECTION 6.08. Other Matters. To the extent that any Junior Representative or any Junior Secured Party with respect to any item of Shared Collateral has or acquires rights under Section 363 or Section 364 of the Bankruptcy Code or any similar provision of any other Bankruptcy Law with respect to such item of Shared Collateral, such Junior Representative, on behalf of itself and each Junior Secured Party under its Debt Facility, agrees not to assert any such rights without the prior written consent of the Senior Representative with respect to such item of Shared Collateral, provided that if requested by such Senior Representative, such Junior Representative shall timely exercise such rights in the manner requested by such Senior Representative, including any rights to payments in respect of such rights.

SECTION 6.09. 506(c) Claims. Until the Discharge of Senior Obligations with respect to such item of Shared Collateral has occurred, each Junior Representative, on behalf of itself and each Junior Secured Party under its Debt Facility with respect to such item of Shared Collateral agrees that it will not assert or enforce any claim under Section 506(c) of the Bankruptcy Code or any similar provision of any other Bankruptcy Law senior to or on a parity with the Liens securing such Senior Obligations for costs or expenses of preserving or disposing of such item of Shared Collateral.

SECTION 6.10. Reorganization Securities. If, in any Insolvency or Liquidation Proceeding, debt obligations of the reorganized debtor secured by Liens upon any property of the reorganized debtor are distributed, pursuant to a Plan of Reorganization on account of both the Senior Obligations and the Junior Obligations, then, to the extent the debt obligations distributed on account of the Senior Obligations and on account of the Junior Obligations are secured by Liens upon the same assets or property, the provisions of this Agreement will survive the distribution of such debt obligations pursuant to such plan and will apply with like effect to the Liens securing such debt obligations. Nothing herein shall prohibit any Junior Secured Party from receiving Permitted Junior Securities in any such Plan of Reorganization.

ARTICLE VII

Reliance; etc.

SECTION 7.01. [reserved]

SECTION 7.02. Obligations Unconditional. All rights, interests, agreements and obligations of each Representative and each Secured Party hereunder shall remain in full force and effect irrespective of:

(a) any lack of validity or enforceability of any Debt Facility;

(b) any change in the time, manner or place of payment of, or in any other terms of, all or any of the Senior Obligations or Junior Obligations with respect to any item of Shared Collateral, or any amendment or waiver or other modification, including any increase in the amount thereof, whether by course of conduct or otherwise, of the terms of Debt Facility;

(c) any exchange of any security interest in any item of Shared Collateral or any other collateral or any amendment, waiver or other modification, whether in writing or by course of conduct or otherwise, of all or any of the Senior Obligations or Junior Obligations with respect to such item of Shared Collateral or any guarantee thereof;

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(d) the commencement of any Insolvency or Liquidation Proceeding in respect of the Borrower or any other Grantor; or

(e) any other circumstances that otherwise might constitute a defense available to, or a discharge of, the Borrower or any other Grantor in respect of the Senior Obligations or Junior Obligations with respect to any item of Shared Collateral.

ARTICLE VIII

Miscellaneous

SECTION 8.01. Conflicts. In the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of any Debt Facility or any other agreement contemplated by a Debt Facility, the provisions of this Agreement shall govern.

SECTION 8.02. Continuing Nature of this Agreement; Severability. Subject to Section 6.04, this Agreement shall continue to be effective until the Discharge of Senior Obligations with respect to all items of Shared Collateral shall have occurred. This is a continuing agreement of Lien subordination, and the Senior Secured Parties with respect to any item of Shared Collateral may continue, at any time and without notice to the Junior Representatives or any Junior Secured Party, to extend credit and other financial accommodations and lend monies to or for the benefit of the Borrower or any other Grantor constituting such Senior Obligations in reliance hereon. The terms of this Agreement shall survive and continue in full force and effect in any Insolvency or Liquidation Proceeding. Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction. The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8.03. Amendments; Waivers.

(a) No failure or delay on the part of any party hereto in exercising any right or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the parties hereto are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of this Agreement or consent to any departure by any party therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) of this Section, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice or demand on any party hereto in any case shall entitle such party to any other or further notice or demand in similar or other circumstances.

(b) Neither this Agreement nor any provision hereof may be terminated, waived, amended or modified (other than pursuant to any Joinder Agreement) except (i) pursuant to an agreement or agreements in writing entered into by each Representative and (ii) with the consent of the Borrower.

(c) Notwithstanding the foregoing, without the consent of any Secured Party, any Representative may become a party hereto by execution and delivery of a Joinder Agreement in accordance with Section 8.09 of this Agreement and upon such execution and delivery, such Representative and the Secured Parties and Senior Obligations and/or Junior Obligations of the Debt Facility for which such Representative is acting shall be subject to the terms hereof.

SECTION 8.04. [reserved].

SECTION 8.05. Subrogation. Each Junior Representative, on behalf of itself and each Junior Secured Party under its Debt Facility with respect to any item of Shared Collateral, hereby agrees not to assert any rights of subrogation it may acquire as a result of any payment hereunder with respect to such item of Shared Collateral until the Discharge of Senior Obligations with respect to such item of Shared Collateral has occurred.

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SECTION 8.06. Application of Payments. Except as otherwise provided herein, all payments received by the Senior Secured Parties with respect to any item of Shared Collateral may be applied, reversed and reapplied, in whole or in part, to such part of such Senior Obligations as the Senior Secured Parties, in their sole discretion, deem appropriate, consistent with the terms of their Debt Facilities. Except as otherwise provided herein, each Junior Representative, on behalf of itself and each Junior Secured Party under its Debt Facility, assents to any such extension or postponement of the time of payment of the Senior Obligations with respect to such item of Shared Collateral or any part thereof and to any other indulgence with respect thereto, to any substitution, exchange or release of any security that may at any time secure any part of such Senior Obligations and to the addition or release of any other Person primarily or secondarily liable therefor.

SECTION 8.07. Additional Grantors. The Borrower agrees that, if any Subsidiary of the Borrower shall become a Grantor after the date hereof, it will promptly cause such Subsidiary to become party hereto by executing and delivering an instrument in the form of Annex II. Upon such execution and delivery, such Subsidiary will become a Grantor hereunder with the same force and effect as if originally named as a Grantor herein. The execution and delivery of such instrument shall not require the consent of any other party hereunder. The rights and obligations of each Grantor hereunder shall remain in full force and effect notwithstanding the addition of any new Grantor as a party to this Agreement.

SECTION 8.08. Dealings with Grantors. Upon any application or demand by the Borrower or any Grantor to the Senior Representative or the Junior Representative with respect to an item of Shared Collateral to take or permit any action under any of the provisions of this Agreement or under any Debt Facility (if such action is subject to the provisions hereof), the Borrower or such Grantor, as appropriate, shall furnish to the Junior Representative or the Senior Representative with respect to such item of Shared Collateral a certificate of an appropriate officer (an "**Officer's Certificate**") stating that all conditions precedent, if any, provided for in this Agreement or such Debt Facility, as the case may be, relating to the proposed action have been complied with, except that in the case of any such application or demand as to which the furnishing of such documents is specifically required by any provision of this Agreement or any Debt Facility relating to such particular application or demand, no additional certificate or opinion need be furnished.

SECTION 8.09. Additional Debt Facilities. To the extent, but only to the extent, permitted by the provisions of all of the then extant Debt Facilities, the Borrower may incur or issue and sell one or more series or classes of Additional Debt. Any such additional class or series of may be secured by a junior priority, subordinated Lien on any item of Shared Collateral or by a senior Lien on any item of Shared Collateral (but in no event will such Lien on any item of Shared Collateral be senior to, or have priority over (a) the Lien of the StarBuds Seller Secured Parties or StarBuds Collateral Agent in the Priority StarBuds Seller Collateral, (b) the Lien of the Credit Agreement Secured Parties or Credit Agreement Collateral Agent in the Priority Credit Agreement Collateral, or (c) the Lien of the Convertible Notes Secured Parties or the Convertible Notes Collateral Agent in the Priority Convertible Notes Collateral, in each case without the prior written consent of the affected party), if and subject to the condition that the Representative of any such Additional Debt becomes a party to this Agreement by satisfying the conditions set forth in clauses (i) through (iv), as applicable, of the immediately succeeding paragraph. In order for an Additional Agent of Additional Debt to become a party to this Agreement:

(i) such Additional Agent shall have executed and delivered a Joinder Agreement substantially in the form of Annex III pursuant to which it becomes a Representative hereunder;

(ii) the Borrower shall have delivered to each Senior Representative and Junior Representative with respect to the applicable items of Shared Collateral true and complete copies of the Debt Facility and all related documents and agreements relating to such Additional Debt, certified as being true and correct by a Responsible Officer of the Borrower;

(iii) all filings, recordations and/or amendments or supplements necessary to confirm and perfect the Liens securing the relevant obligations relating to such Additional Debt shall have been made, executed and/or delivered, and all fees and taxes

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in connection therewith shall have been paid (or acceptable provisions to make such payments have been taken in the reasonable judgment of each applicable Senior Representative); and

(iv) the Borrower shall have delivered to each Senior Representative and the Junior Representative an Officer's Certificate stating that such Additional Debt are permitted by each applicable Debt Facility to be incurred, or to the extent a consent is otherwise required to permit the incurrence of such Additional Debt, each Grantor has obtained the requisite consents.

SECTION 8.10. Consent to Jurisdiction; Waivers. Each Representative, on behalf of itself and the Secured Parties for which it is acting, irrevocably and unconditionally:

(a) submits for itself and its property in any legal action or proceeding relating to this Agreement, or for recognition and enforcement of any judgment in respect thereof, to the exclusive jurisdiction of the courts of the State of New York sitting in New York County, the courts of the United States of America for the Southern District of New York, and appellate courts from any thereof;

(b) consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

(c) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such Person (or its Representative) at the address referred to in Section 8.11;

(d) agrees that nothing herein shall affect the right of any other party hereto (or any Secured Party) to effect service of process in any other manner permitted by law or shall limit the right of any party hereto (or any Secured Party) to sue in any other jurisdiction; and

(e) waives, to the maximum extent not prohibited by law, any right it may have to claim or recover in any legal action or proceeding referred to in this Section 8.10 any special, exemplary, punitive or consequential damages.

SECTION 8.11. Notices. All notices, requests, demands and other communications provided for or permitted hereunder shall be in writing and shall be sent:

(i) if to the Borrower or any Grantor, to

Medicine Man Technologies, Inc.
4880 Havana Street, Suite 201
Denver, CO 80239
Attention: Dan Pabon, General Counsel
Fax: (303) 371-0598
Email: Dan@schwazze.com

With a copy to:

Brownstein Hyatt Farber Schreck, LLP
410 Seventeenth Street, Suite 2200
Denver, CO 80202
Attention: Adam Agron
Jeff Knetsch
Rikard Lundberg
Email: aagron@bhfs.com
jknetsch@bhfs.com

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rlundberg@bhfs.com

(ii) If to the Convertible Notes Collateral Agent, to it at,

Chicago Atlantic Admin, LLC
420 N Wabash Avenue, Suite 500
Chicago, IL 60611
Attention: Peter Sack
Email: psach@chicagoatlantic.com

(iii) if to the Credit Agreement Collateral Agent, to it at:

GGG Partners LLC
3155 Roswell Road NE, Suite 230
Atlanta, GA 30328
Attention: Richard Gaudet
Email: rgaudet@gggmgt.com

(iv) if to any StarBuds Seller Secured Party or the StarBuds Collateral Agent, to it at,

Naser Joudeh
7030 E. 46th Avenue Drive, Unit F
Denver, CO 80216
Email: tj@starbuds.us

(v) if to any other Representative, to it at the address specified by it on its signature page hereto or in the Joinder Agreement delivered by it pursuant to Section 8.09.

Any party hereto may change its address or email address for notices and other communications hereunder by notice to the other parties hereto. Unless otherwise specifically provided herein, any notice or other communication herein required or permitted to be given shall be in writing and, may be personally served, electronically mailed or sent by courier service or U.S. mail and shall be deemed to have been given when delivered in person or by courier service, upon receipt of an electronic mail or upon receipt via U.S. mail (registered or certified, with postage prepaid and properly addressed). For the purposes hereof, the addresses of the parties hereto shall be as set forth above or, as to each party, at such other address as may be designated by such party in a written notice to all of the other parties. As agreed to in writing among the Representatives from time to time, notices and other communications may also be delivered by e-mail to the e-mail address of a representative of the applicable person provided from time to time by such person.

SECTION 8.12. Further Assurances. Each Representative, on behalf of itself and each Secured Party under its Debt Facility, agrees that it will take such further action and shall execute and deliver such additional documents and instruments (in recordable form, if requested) as the other parties hereto may reasonably request to effectuate the terms of, and the Lien priorities contemplated by, this Agreement.

SECTION 8.13. GOVERNING LAW; WAIVER OF JURY TRIAL.

(A) THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE PRINCIPLES OF CONFLICTS OF LAWS, EXCEPT AS REQUIRED BY MANDATORY PROVISIONS OF LAW.

(B) EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT AND FOR ANY COUNTERCLAIM THEREIN.

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SECTION 8.14. Parties in Interest. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, as well as the other Secured Parties, all of whom are intended to be bound by, and to be third party beneficiaries of, this Agreement. No other Person shall have or be entitled to assert rights or benefits hereunder.

SECTION 8.15. Headings. Article, Section and Annex headings used herein are for convenience of reference only, are not part of this Agreement and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

SECTION 8.16. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed counterpart of this Agreement.

SECTION 8.17. Authorization. By its signature, each Person executing this Agreement on behalf of a party hereto represents and warrants to the other parties hereto that it is duly authorized to execute this Agreement. The Convertible Notes Collateral Agent represents and warrants that this Agreement is binding upon the Convertible Notes Secured Parties. The Credit Agreement Collateral Agent represents and warrants that this Agreement is binding upon the Credit Agreement Secured Parties.

SECTION 8.18. Provisions Solely to Define Relative Rights. The lien priorities set forth in this Agreement and the rights and benefits hereunder in respect of such lien priorities shall inure solely to the benefit of the Representatives and the Junior Secured Parties, and their respective permitted successors and assigns, and no other Person (including the Grantors, or any trustee, receiver, debtor in possession or bankruptcy estate in a bankruptcy or like proceeding) shall have or be entitled to assert such rights. Nothing in this Agreement is intended to or shall impair the obligations of any Grantor, which are absolute and unconditional, to pay the Secured Obligations as and when the same shall become due and payable in accordance with their terms.

SECTION 8.19. Effectiveness. This Agreement shall become effective when executed and delivered by the parties hereto.

SECTION 8.20. [reserved].

SECTION 8.21. Relative Rights. Notwithstanding anything in this Agreement to the contrary (except to the extent expressly contemplated herein), nothing in this Agreement is intended to or will (a) amend, waive or otherwise modify the provisions of any Debt Facility, or permit the Borrower or any other Grantor to take any action, or fail to take any action, to the extent such action or failure would otherwise constitute a breach of, or default under, any Debt Facility or (b) obligate the Borrower or any other Grantor to take any action, or fail to take any action, that would otherwise constitute a breach of, or default under, any Debt Facility.

SECTION 8.22. Survival of Agreement. All covenants, agreements, representations and warranties made by any party in this Agreement shall be considered to have been relied upon by the other parties hereto and shall survive the execution and delivery of this Agreement.

SECTION 8.23. Integration. This Agreement together with each Debt Facility and each agreement contemplated by each Debt Facility represents the entire agreement of each of the Grantors and the Secured Parties with respect to the subject matter hereof and there are no promises, undertakings, representations or warranties by any Grantor, any Representative or any other Secured Party relative to the subject matter hereof not expressly set forth or referred to herein or therein.

ARTICLE IX

StarBuds Seller Secured Party Provisions; Consent By Credit Agreement Collateral Agent

SECTION 9.01. Consent to Security Interest Granted to Convertibles Notes Collateral Agent and Credit Agreement Collateral Agent.

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(a) Each StarBuds Seller Secured Party hereby consents to the grant of a security interest by the Company and SBUD (i) in the Convertible Notes Collateral to the Convertibles Notes Collateral Agent pursuant to the Convertible Notes Documents, and (ii) to the extent applicable, in the Credit Agreement Collateral to the Credit Agreement Collateral Agent pursuant to the Credit Agreement Documents, in each case which security interests are subject to the provisions and priorities set forth in this Agreement.

(b) The consent set forth in clause (a) above (i) is limited to the express terms thereof, and nothing therein shall be deemed a consent by any StarBuds Seller Secured Party with respect to any other term, condition, representation, or covenant under the StarBuds Seller Collateral Documents or any other document between any StarBuds Seller Secured Party, on the one hand, and the Company or SBUD, on the other hand, (ii) shall not be deemed to be a course of action upon which the Company or SBUD may rely in the future, and the Company and SBUD hereby waive any claim to such effect, and (iii) shall not be deemed to be a waiver of any default under any StarBuds Seller Collateral Document or any other document between any StarBuds Seller Secured Party, on the one hand, and the Company or SBUD, on the other hand.

SECTION 9.02. *Pari Passu* Security Interest for Each StarBuds Seller Secured Party. Each StarBuds Seller Secured Party acknowledges and agrees that its security interest in the StarBuds Seller Collateral pursuant to its applicable StarBuds Seller Collateral Document is subject to and *pari passu* with the security interest of each other StarBuds Seller Secured Party in the StarBuds Seller Collateral pursuant to its applicable StarBuds Seller Collateral Document.

SECTION 9.03. Appointment of Collateral Agent for StarBuds Seller Secured Parties.

(a) Each StarBuds Seller Secured Party hereby appoints Naser Joudeh ("StarBuds Collateral Agent") as collateral agent for each StarBuds Seller Secured Party with respect to the security interest in the StarBuds Seller Collateral, with power and authority to take, in the StarBuds Collateral Agent's discretion, and in the exercise of the StarBuds Collateral Agent's reasonable business judgment, at all times during the continuance of a default or breach of any StarBuds Seller Obligation or under any StarBuds Seller Collateral Documents, all actions granted under any StarBuds Seller Collateral Documents (or any Asset Purchase Agreement relating thereto) or under applicable law relating to the StarBuds Seller Collateral, including but not limited to collect, sell, liquidate or otherwise take action with regard to the StarBuds Seller Collateral as permitted under the uniform commercial code or other applicable law.

(b) Upon becoming aware of a default or breach of any StarBuds Seller Obligation or under any StarBuds Seller Collateral Documents, the StarBuds Collateral Agent shall (i) inform the StarBuds Seller Secured Parties of such breach or default, and (ii) take direction from the StarBuds Seller Secured Parties if (A) a majority of the StarBuds Seller Secured Parties (based on simple majority with each StarBuds Seller Secured Party getting one vote) agree on a direction, and (B) the StarBuds Collateral Agent, in its reasonable belief and business judgment, determines such direction to be lawful and feasible.

(c) The StarBuds Collateral Agent may retain such attorneys, accountants, appraisers, auctioneers or other professionals as the StarBuds Collateral Agent deems necessary, appropriate or helpful in fulfilling its duties hereunder, and the costs and fees of such professionals shall be split evenly among the StarBuds Seller Secured Parties.

(d) Upon liquidation of any StarBuds Seller Collateral, StarBuds Collateral Agent shall be entitled first to satisfy any of its invoices, costs and expenses (or those of its agents and attorneys) that are unpaid relating to such liquidation. StarBuds Collateral Agent shall then distribute the remaining proceeds to the StarBuds Seller Secured Parties, on a pro rata basis, based upon the percentage of the principal amount owed to each Star Buds Seller Secured Party compared to the total principal amount owed to all Star Buds Seller Secured Parties. Star Buds Collateral Agent may make interim distributions if not all of the Star Buds Seller Collateral is liquidated simultaneously.

(e) Star Buds Collateral Agent shall perform its duties and exercise its rights in its reasonable discretion and business judgment. In no event shall Star Buds Collateral Agent be liable to any of the Star Buds Seller Secured Parties for any punitive, exemplary, indirect or consequential damages in connection with its duties and rights herein. Star Buds Collateral Agent's duties and obligations to the Star Buds Seller Secured Parties shall be limited to Star Buds Collateral Agent's duties and obligations described herein.

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SECTION 9.04. Consent by Credit Agreement Collateral Agent to Security Interest Granted to Convertibles Notes Collateral Agent.

(a) Notwithstanding the provisions of Sections 7.01 and 7.02 of the Credit Agreement and Sections 4.04 and 4.06 of the Credit Agreement Security Agreement, the Credit Agreement Collateral Agent hereby consents to (i) the incurrence of the Convertible Notes Obligations by the Company and any guarantee thereof by any of the Credit Agreement Companies pursuant, in each case, to the Convertible Notes Documents, and (ii) the grant of a security interest by the Company and each of the Credit Agreement Companies in the Convertible Notes Collateral to the Convertibles Notes Collateral Agent pursuant to the Convertible Notes Documents, in each case which security interests are subject to the provisions and priorities set forth in this Agreement.

(b) The consents set forth in clause (a) above (i) are limited to the express terms thereof, and nothing therein shall be deemed a consent by the Credit Agreement Collateral Agent or any Credit Agreement Secured Party with respect to any other term, condition, representation, or covenant under the Credit Agreement Documents or any other document between by the Credit Agreement Collateral Agent or any Credit Agreement Secured Party, on the one hand, and the Company or a Credit Agreement Company, on the other hand, (ii) shall not be deemed to be a course of action upon which the Company or a Credit Agreement Company may rely in the future, and the Company and the Credit Agreement Companies hereby waive any claim to such effect, and (iii) shall not be deemed to be a waiver of any default under any Credit Agreement Document or any other document between the Credit Agreement Collateral Agent or any Credit Agreement Secured Party, on the one hand, and the Company or a Credit Agreement Company, on the other hand.

(c) Schedule 7.01(d) of the Credit Agreement is hereby amended to include the Convertible Notes Obligations incurred by the Company and any guarantee thereof by any of the Credit Agreement Companies pursuant, in each case, to the Convertible Notes Documents, in each case, as permitted pursuant to the consent set forth in clause (a)(i) above.

(d) Schedule 7.02(i) of the Credit Agreement is hereby amended to include the liens granted by the Credit Agreement Companies that are permitted pursuant to the consent set forth in clause (a)(ii) above.

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

CHICAGO ATLANTIC ADMIN, LLC
as Convertible Notes Collateral Agent

By: /s/ Peter Sack
Name: Peter Sack
Title: Managing Director

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GPP PARTNERS LLC
as Credit Agreement Collateral Agent

By: /s/ Richard Gaudet
Name: Richard Gaudet
Title: Partner

COLORADO HEALTH CONSULTANTS LLC, as
a StarBuds Seller Secured Party

By: /s/ Brian Ruden
Name: Brian Ruden
Title: Manager

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STARBUDS AURORA LLC,
as a StarBuds Seller Secured Party

By: /s/ Brian Ruden
Name: Brian Ruden
Title: Manager

SB ARAPAHOE LLC,
as a StarBuds Seller Secured Party

By: /s/ Brian Ruden
Name: Brian Ruden
Title: Manager

STARBUDS COMMERCE CITY LLC,
as a StarBuds Seller Secured Party

By: /s/ Brian Ruden
Name: Brian Ruden
Title: Manager

STARBUDS PUEBLO LLC,
as a StarBuds Seller Secured Party

By: /s/ Brian Ruden
Name: Brian Ruden
Title: Manager

STARBUDS ALAMEDA LLC,
as a StarBuds Seller Secured Party

By: /s/ Brian Ruden
Name: Brian Ruden
Title: Manager

CITI-MED, LLC,
as a StarBuds Seller Secured Party

By: /s/ Ghada Joudeh
Name: Ghada Joudeh

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Title: Manager

STARBUDS LOUISVILLE LLC,
as a StarBuds Seller Secured Party

By: /s/ Brian Ruden
Name: Brian Ruden
Title: Manager

KEW LLC,
as a StarBuds Seller Secured Party

By: /s/ Brian Ruden
Name: Brian Ruden
Title: Manager

LUCKY TICKET LLC,
as a StarBuds Seller Secured Party

By: /s/ Brian Ruden
Name: Brian Ruden
Title: Manager

STARBUDS NIWOT LLC,
as a StarBuds Seller Secured Party

By: /s/ Brian Ruden
Name: Brian Ruden
Title: Manager

LM MJC LLC,
as a StarBuds Seller Secured Party

By: /s/ Ernest Cramer
Name: Ernest Cramer
Title: Manager

MOUNTAIN VIEW 44TH LLC,
as a StarBuds Seller Secured Party

By: /s/ Naser Joudeh
Name: Naser Joudeh

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Title: Manager

NASER JOUDEH,
as Collateral Agent for the StarBuds Seller Secured Parties

/s/ Naser Joudeh

MEDICINE MAN TECHNOLOGIES, INC.
as Borrower and Grantor

By: /s/ Justin Dye
Name: Justin Dye
Title: Chief Executive Officer

DOUBLE BROW, LLC,
as Grantor
By: Schwazze Colorado LLC, its Sole Member
By: Medicine Man Technologies, Inc., its Manager

By: /s/ Justin Dye
Name: Justin Dye
Title: Chief Executive Officer

MISSION HOLDING, LLC,
as Grantor
By: Schwazze Colorado LLC, its Sole Member
By: Medicine Man Technologies, Inc., its Manager

By: /s/ Justin Dye
Name: Justin Dye
Title: Chief Executive Officer

SCG HOLDING, LLC,
as Grantor
By: Medicine Man Technologies, Inc., its Sole Member

By: /s/ Justin Dye
Name: Justin Dye

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Title: Chief Executive Officer

SCHWAZZE COLORADO LLC,
as Grantor
By: Medicine Man Technologies, Inc., its Manager

By: /s/ Justin Dye
Name: Justin Dye
Title: Chief Executive Officer

SCHWAZZE BIOSCIENCES, LLC,
as Grantor
By: Schwazze Colorado LLC, its Sole Member
By: Medicine Man Technologies, Inc., its Manager

By: /s/ Justin Dye
Name: Justin Dye
Title: Chief Executive Officer

SBUD LLC,
as Grantor
By: Schwazze Colorado LLC, its Manager
By: Medicine Man Technologies, Inc., its Manager

By: /s/ Justin Dye
Name: Justin Dye
Title: Chief Executive Officer

MEDICINE MAN CONSULTING, INC.,
as Grantor

By: /s/ Justin Dye
Name: Justin Dye
Title: Director

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TWO J'S LLC,
as Grantor
By: Medicine Man Technologies, Inc., its Sole Member

By: /s/ Justin Dye
Name: Justin Dye
Title: Chief Executive Officer

MESA ORGANICS LTD.,
as Grantor
By: Medicine Man Technologies, Inc., its Manager

By: /s/ Justin Dye
Name: Justin Dye
Title: Chief Executive Officer

MESA ORGANICS II LTD,
as Grantor
By: Medicine Man Technologies, Inc., its Manager

By: /s/ Justin Dye
Name: Justin Dye
Title: Chief Executive Officer

MESA ORGANICS III LTD,
as Grantor
By: Medicine Man Technologies, Inc., its Manager

By: /s/ Justin Dye
Name: Justin Dye
Title: Chief Executive Officer

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MESA ORGANICS IV LTD,
as Grantor
By: Medicine Man Technologies, Inc., its Manager

By: /s/ Justin Dye
Name: Justin Dye
Title: Chief Executive Officer

PBS HOLDCO LLC,
as Grantor
By: Medicine Man Technologies, Inc., its Manager

By: /s/ Justin Dye
Name: Justin Dye
Title: Chief Executive Officer

SCHWAZZE IP HOLDCO LLC,
as Grantor
By: Medicine Man Technologies, Inc., its Manager

By: /s/ Justin Dye
Name: Justin Dye
Title: Chief Executive Officer

MIH MANAGER LLC,
as Grantor
By: Medicine Man Technologies, Inc., its Manager

By: /s/ Justin Dye
Name: Justin Dye
Title: Chief Executive Officer

EMERALD FIELDS MERGER SUB, LLC,
as Grantor
By: Schwazze Colorado LLC, its Sole Member
By: Medicine Man Technologies, Inc., its Manager

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By: /s/ Justin Dye
Name: Justin Dye
Title: Chief Executive Officer

NUEVO HOLDING, LLC,
as Grantor
By: Schwazze Colorado LLC, its Manager
By: Medicine Man Technologies, Inc., its Manager

By: /s/ Justin Dye
Name: Justin Dye
Title: Chief Executive Officer

NUEVO ELEMENTAL HOLDING, LLC,
as Grantor
By: Schwazze Colorado LLC, its Manager
By: Medicine Man Technologies, Inc., its Manager

By: /s/ Justin Dye
Name: Justin Dye
Title: Chief Executive Officer

SCHWAZZE NEW MEXICO, LLC,
as Grantor
By: Medicine Man Technologies, Inc., its Manager

By: /s/ Justin Dye
Name: Justin Dye
Title: Chief Executive Officer

[Signature Page to Intercreditor Agreement]

ANNEX I

GRANTORS

Legal Name of Company	Jurisdiction of Formation	Organizational Number
Medicine Man Technologies, Inc.	Nevada	[Redacted]
Double Brow, LLC	Colorado	[Redacted]
Mission Holding, LLC	Colorado	[Redacted]
SCG Holding, LLC	Colorado	[Redacted]
Schwazze Colorado LLC	Colorado	[Redacted]
Schwazze Biosciences, LLC	Colorado	[Redacted]
SBUD LLC	Colorado	[Redacted]

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Medicine Man Consulting, Inc.	Colorado	[Redacted]
Two J's LLC	Colorado	[Redacted]
Mesa Organics Ltd	Colorado	[Redacted]
Mesa Organics II Ltd	Colorado	[Redacted]
Mesa Organics III Ltd	Colorado	[Redacted]
Mesa Organics IV Ltd	Colorado	[Redacted]
Schwazze IP Holdco LLC	Colorado	[Redacted]
MIH Manager LLC	Colorado	[Redacted]
PBS Holdco LLC	Colorado	[Redacted]
Emerald Fields Merger Sub, LLC	Colorado	[Redacted]
Schwazze New Mexico, LLC	New Mexico	[●]
Nuevo Holding, LLC	New Mexico	[●]
Nuevo Elemental Holding, LLC	New Mexico	[●]

ANNEX II

SUPPLEMENT NO. [__], dated as of [__],to the INTERCREDITOR AGREEMENT, dated as of [•], 2021 (as amended, restated, supplemented or otherwise modified from time to time, the "**Intercreditor Agreement**"), among MEDICINE MAN TECHNOLOGIES, INC. (the "**Company**" or the "**Borrower**"), the other Granters .party thereto, and the Secured Parties party thereto.

A. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Intercreditor Agreement. Section 1.02 contained in the Intercreditor Agreement is incorporated herein, mutatis mutandis, as if a part hereof.

B. The Granters have entered into the Intercreditor Agreement. Section 8.07 of the Intercreditor Agreement provides that subsidiaries of Borrower may become party to the Intercreditor Agreement by execution and delivery of an instrument in the form of this Supplement. The undersigned Subsidiary (the "**New Grantor**") is executing this Supplement.

Accordingly, the New Granter agrees as follows:

SECTION 1. In accordance with Section 8.07 of the Intercreditor Agreement, the New Granter by its signature below becomes a Granter under the Intercreditor Agreement with the same force and effect as if originally named therein as a Granter, and the New Granter hereby agrees to all the terms and provisions of the Intercreditor Agreement applicable to it as a Granter thereunder. Each reference to a "Granter" in the Intercreditor Agreement shall be deemed to include the New Granter. The Intercreditor Agreement is hereby incorporated herein by reference.

SECTION 2. The New Granter represents and warrants to the Secured Parties on the date hereof that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms.

SECTION 3. This Supplement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Supplement shall become effective when each Senior Representative shall have received a counterpart of this Supplement that bears the signature of the New Granter. Delivery of an executed signature page to this Supplement by facsimile transmission or other electronic method shall be as effective as delivery of a manually signed counterpart of this Supplement.

SECTION 4. Except as expressly supplemented hereby, the Intercreditor Agreement shall remain in full force and effect.

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SECTION 5. THIS SUPPLEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 6. In case any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, no party hereto shall be required to comply with such provision for so long as such provision is held to be invalid, illegal or unenforceable, but the validity, legality and enforceability of the remaining provisions contained herein and in the Intercreditor Agreement shall not in any way be affected or impaired. The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 7. All communications and notices hereunder shall be in writing and given as provided in Section 8.11 of the Intercreditor Agreement. All communications and notices hereunder to the New Grantor shall be given to it in care of the Borrower as specified in the Intercreditor Agreement.

SECTION 8. The Borrower agrees to reimburse the each Senior Representative for its reasonable out-of-pocket expenses in connection with this Supplement, including the reasonable fees, other charges and disbursements of counsel for the each Senior Representative to the extent reimbursable under the Debt Facilities.

IN WITNESS WHEREOF, the New Grantor, and the Designated Senior Representative have duly executed this Supplement to the Intercreditor Agreement as of the day and year first above written.

[NAME OF NEW SUBSIDIARY GRANTOR]

By: _____
Name:
Title:

ANNEX III

[FORM OF] REPRESENTATIVE SUPPLEMENT NO. [__], dated as of [__], to the INTERCREDITOR AGREEMENT, dated as of [•], 2021 (as amended, restated, supplemented or otherwise modified from time to time, the "**Intercreditor Agreement**"), among MEDICINE MAN TECHNOLOGIES, INC. (the "**Company**" or the **"Borrower**"), the other Grantors party thereto, and the Secured Parties from time to time a party thereto.

A. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Intercreditor Agreement. Section 1.02 contained in the Intercreditor Agreement is incorporated herein, mutatis mutandis, as if a part hereof.

B. Section 8.09 of the Intercreditor Agreement provides that such an Additional Agent may become a Representative under, and its related Additional Secured Parties may become subject to and bound by, the Intercreditor Agreement, pursuant to the execution and delivery by the such Additional Agent of an instrument in the form of this Representative Supplement and the satisfaction of the other conditions set forth in Section 8.09 of the Intercreditor Agreement. The undersigned Additional Agent (the **"New Representative**") is executing this Supplement in accordance with the requirements of the Intercreditor Agreement and Debt Facilities.

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Accordingly, the New Representative agrees as follows:

SECTION 1. In accordance with Section 8.09 of the Intercreditor Agreement, Additional Agent by its signature below becomes a Representative under, and its related Additional Secured Parties become subject to and bound by, the Intercreditor Agreement with the same force and effect as if the New Representative had originally been named therein as a Representative, and the New Representative, on behalf of itself and such Additional Secured Parties, hereby agrees to all the terms and provisions of the Intercreditor Agreement applicable to it as a Representative and to the Additional Secured Parties that it represents as Additional Secured Parties. Each reference to a **"Representative "** in the Intercreditor Agreement shall be deemed to include the New Representative. The Intercreditor Agreement is hereby incorporated herein by reference.

SECTION 2. The New Representative represents and warrants to each Senior Representative and the other Secured Parties that (i) it has full power and authority to enter into this Representative Supplement, in its capacity as [agent] [trustee under [describe new facility]], (ii) this Representative Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with the terms of such Agreement and (iii) the Debt Facility relating to such Additional Secured Parties provide that, upon the New Representative's entry into this Agreement, the Additional Secured Parties in respect of such Debt Facility will be subject to and bound by the provisions of the Intercreditor Agreement as Additional Secured Parties.

SECTION 3. This Representative Supplement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Representative Supplement shall become effective when each Senior Representative shall have received a counterpart of this Representative Supplement that bears the signature of the New Representative. Delivery of an executed signature page to this Representative Supplement by facsimile transmission or other electronic method shall be effective as delivery of a manually signed counterpart of this Representative Supplement.

SECTION 4. Except as expressly supplemented hereby, the Intercreditor Agreement shall remain in full force and effect.

SECTION 5. THIS SUPPLEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 6. In case any one or more of the provisions contained in this Representative Supplement should be held invalid, illegal or unenforceable in any respect, no party hereto shall be required to comply with such provision for so long as such provision is held to be invalid, illegal or unenforceable, but the validity, legality and enforceability of the remaining provisions contained herein and in the Intercreditor Agreement shall not in any way be affected or impaired. The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 7. All communications and notices hereunder shall be in writing and given as provided in Section 8.11 of the Intercreditor Agreement. All communications and notices hereunder to the New Representative shall be given to it at the address set forth below its signature hereto.

SECTION 8. The Borrower agrees to reimburse each Senior Representative for its reasonable out-of-pocket expenses in connection with this Representative Supplement, including the reasonable fees, other charges and disbursements of counsel for each Senior Representative to the extent reimbursable under the its Debt Facility.

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IN WITNESS WHEREOF, the New Representative has duly executed this Representative Supplement to the Intercreditor Agreement as of the day and year first above written.

[NAME OF NEW REPRESENTATIVE],
as [ ] for the holders of [ ]

By: _____
Name:
Title:
Address for notices:

Attention of: _____
Telecopy: _____

Acknowledged by:

MEDICINE MAN TECHNOLOGIES, INC.

By: _____
Name:
Title:

THE GRANTORS
LISTED ON SCHEDULE I HERETO

By: _____
Name:
Title:

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Schedule I to the
Representative Supplement to the
Intercreditor Agreement

Grantors

[ ]

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Exhibit 10.4

Note Guarantee

Each Guarantor listed below (hereinafter referred to as the "Guarantors" which term includes any successors or assigns under the Indenture, dated the date hereof, among the Guarantors, Medicine Man Technologies, Inc. (the "Company"), Ankura Trust Company, LLC, as trustee, registrar, paying agent, and conversion agent, and Chicago Atlantic Admin, LLC, as collateral agent (the "Indenture")), unconditionally and irrevocably guarantees, as primary obligor and not merely as surety, jointly and severally with each other Guarantor and each other guarantor party to the Indenture, the obligations of the Company pursuant to the Indenture, which include without limitation: (i) prompt payment in full of the principal, premium, if any, and interest on, the Notes when due, whether at maturity, by acceleration, redemption or otherwise, and interest on the overdue principal of and interest on the Notes, if any, if lawful, and prompt performance when due of all other obligations of the Company to the Holders, the Collateral Agent or the Trustee pursuant to the terms and conditions of the Indenture, and (ii) in case of any extension of time of payment or renewal of any Notes or any of such other obligations, such payment will be promptly paid in full when due or performed in accordance with the terms of the extension or renewal, whether at maturity, by acceleration, redemption, or otherwise, subject, however, in the case of clauses (i) and (ii) above, to the limitations set forth in Article 12 of the Indenture. This guarantee is a guarantee of payment and not a guarantee of collection.

The obligations of each Guarantor to the Holders of the Notes, to the Trustee and to the Collateral Agent pursuant to this Guarantee and the Indenture are expressly set forth in the Indenture, including but not limited to Article 12 thereof, and reference is hereby made to such Indenture for the precise terms of this Guarantee.

No past, present or future director, officer, employee, incorporator, stockholder or agent (direct or indirect) of any Guarantor (or any such successor entity), as such, shall have any liability for any obligations of such Guarantor under this Guarantee or the Indenture or for any claim based on, in respect of, or by reason of, such obligations or their creation.

Each Guarantor hereby waives diligence, presentment, demand of payment, filing of claims with a court in the event of merger or bankruptcy of the Company, any right to require a proceeding first against the Company, the benefit of discussion, protest or notice with respect to the Notes and all demands whatsoever.

This is a continuing Guarantee and shall remain in full force and effect and shall be binding upon each Guarantor and its successors and assigns until full and final payment of all of the Company's obligations under the Notes and Indenture or until legally discharged in accordance with the Indenture and shall inure to the benefit of the successors and assigns of the Trustee, the Collateral Agent and the Holders of the Notes, and, in the event of any transfer or assignment of rights by any Holder of the Notes, the Trustee or the Collateral Agent, the rights and privileges herein conferred upon that party shall automatically extend to and be vested in such transferee or assignee, all subject to the terms and conditions hereof. This is a Guarantee of payment and performance and not of collectability.

This Guarantee shall not be valid or obligatory for any purpose until the certificate of authentication on the Note upon which this Guarantee is noted shall have been signed, in the name and on behalf of the Trustee under the Indenture, manually or by facsimile or other electronic imaging means by one of the authorized officers of the Trustee under the Indenture.

The obligations of each Guarantor under this Guarantee shall be limited to the extent provided in Section 12.02 of the Indenture to insure that it does not constitute a fraudulent conveyance under applicable law.

THE TERMS OF ARTICLE 12 OF THE INDENTURE ARE INCORPORATED HEREIN BY REFERENCE.

Capitalized terms used herein have the same meanings given in the Indenture unless otherwise indicated.

[*Remainder of page intentionally left blank*]

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IN WITNESS WHEREOF, each Guarantor has caused this instrument to be duly executed.

Dated: December 7, 2021

DOUBLE BROW, LLC
By: Schwazze Colorado LLC, its Sole Member
By: Medicine Man Technologies, Inc., its Manager

By: /s/ Justin Dye
Name: Justin Dye
Title: Chief Executive Officer

MISSION HOLDING, LLC
By: Schwazze Colorado LLC, its Sole Member
By: Medicine Man Technologies, Inc., its Manager

By: /s/ Justin Dye
Name: Justin Dye
Title: Chief Executive Officer

SCG HOLDING, LLC
By: Medicine Man Technologies, Inc., its Sole Member

By: /s/ Justin Dye
Name: Justin Dye
Title: Chief Executive Officer

SCHWAZZE COLORADO LLC
By: Medicine Man Technologies, Inc., its Manager

By: /s/ Justin Dye
Name: Justin Dye
Title: Chief Executive Officer

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SCHWAZZE BIOSCIENCES, LLC
By: Schwazze Colorado LLC, its Sole Member
By: Medicine Man Technologies, Inc., its Manager

By: /s/ Justin Dye
Name: Justin Dye
Title: Chief Executive Officer

SBUD LLC
By: Schwazze Colorado LLC, its Manager
By: Medicine Man Technologies, Inc., its Manager

By: /s/ Justin Dye
Name: Justin Dye
Title: Chief Executive Officer

MEDICINE MAN CONSULTING, INC.

By: /s/ Justin Dye
Name: Justin Dye
Title: President

TWO J'S LLC
By: Medicine Man Technologies, Inc., its Sole Member

By: /s/ Justin Dye
Name: Justin Dye
Title: Chief Executive Officer

MESA ORGANICS LTD.
By: Medicine Man Technologies, Inc., its Manager

By: /s/ Justin Dye
Name: Justin Dye
Title: Chief Executive Officer

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MESA ORGANICS II LTD
By: Medicine Man Technologies, Inc., its Manager

By: /s/ Justin Dye
Name: Justin Dye
Title: Chief Executive Officer

MESA ORGANICS III LTD
By: Medicine Man Technologies, Inc., its Manager

By: /s/ Justin Dye
Name: Justin Dye
Title: Chief Executive Officer

MESA ORGANICS IV LTD
By: Medicine Man Technologies, Inc., its Manager

By: /s/ Justin Dye
Name: Justin Dye
Title: Chief Executive Officer

PBS HOLDCO LLC
By: Medicine Man Technologies, Inc., its Manager

By: /s/ Justin Dye
Name: Justin Dye
Title: Chief Executive Officer

SCHWAZZE IP HOLDCO LLC
By: Medicine Man Technologies, Inc., its Manager

By: /s/ Justin Dye
Name: Justin Dye
Title: Chief Executive Officer

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MIH MANAGER LLC
By: Medicine Man Technologies, Inc., its Manager

By: /s/ Justin Dye
Name: Justin Dye
Title: Chief Executive Officer

EMERALD FIELDS MERGER SUB, LLC
By: Schwazze Colorado LLC, its Sole Member
By: Medicine Man Technologies, Inc., its Manager

By: /s/ Justin Dye
Name: Justin Dye
Title: Chief Executive Officer

NUEVO HOLDING, LLC
By: Schwazze New Mexico, LLC, its Manager
By: Medicine Man Technologies, Inc., its Manager

By: /s/ Justin Dye
Name: Justin Dye
Title: Chief Executive Officer

NUEVO ELEMENTAL HOLDING, LLC
By: Schwazze New Mexico, LLC, its Manager
By: Medicine Man Technologies, Inc., its Manager

By: /s/ Justin Dye
Name: Justin Dye
Title: Chief Executive Officer

SCHWAZZE NEW MEXICO, LLC
By: Medicine Man Technologies, Inc., its Manager

By: /s/ Justin Dye
Name: Justin Dye

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Title: Chief Executive Officer

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Exhibit 99.3

SAFE HARBOR

Schwazze

This presentation contains "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. Forward-looking statements can be identified by words such as "believes," "plan", "expects," "anticipates," "will," "should," "positioned" and words of similar import. Examples of forward-looking statements include, among others, statements regarding Medicine Man Technologies, Inc.'s dba Schwazze (the "Company") operations, financial performance, business or financial strategies, or achievements.

Forward-looking statements are neither historical facts or assurances of future results of performance. Instead, they are based only on the Company's current beliefs, expectations and assumptions regarding the future of the Company's business, future plans and strategies, projections, anticipated events and trends, the economy and other future conditions. Because forward-looking statements relate to the future, they are subject to inherent uncertainties, risks and changes in circumstances that are difficult to predict and many of which are outside of the Company's control. Actual outcomes and results and the Company's financial performance and condition may differ materially from those indicated in the forward-looking statements. Therefore, you should not rely on any of these forward-looking statements.

Important factors that could cause actual results and financial conditions to differ materially from those indicated in the forward-looking statements include, among others, the following: The Company's ability to finance any of its proposed acquisitions; the Company's ability to close on any of its proposed acquisitions; the Company's ability to successfully integrate and achieve synergies and its objectives with respect to any of its proposed acquisitions; the Company's ability to successfully execute its business, financial and growth strategies; the Company's ability to successfully identify future acquisition targets, expand into additional states, open new dispensaries, and offer new products, services and other offerings; the U.S. federal government's enforcement priorities regarding the cannabis industry; changes in laws and regulations applicable to cannabis and the cannabis industry, including the classification of cannabis as a Schedule I controlled substance under the Controlled Substances Act and Section 208E of the Internal Revenue Code of 1986, as amended; and the demand for cannabis products. Any forward-looking statement in this presentation is based only on information currently available to the Company and speaks only as of the date of this presentation. The Company disclaims any obligation to update any forward-looking statement or to announce publicly the results of any revisions to any forward-looking statement to reflect future events or developments except as required by law.

The unaudited preliminary pro forma results, projections and other financial information discussed in this presentation consists of estimates derived from the Company's and the acquisitions targets' internal books and records and are based on various assumptions that have been prepared and made by the Company's management. Such financial information is subject to the completion of financial closing procedures, final adjustments and other developments that may arise between now and the time such financial information is finalized. Further, the assumptions used in developing such financial information are subject to significant uncertainties and contingencies and may not prove to be correct. Therefore, actual results may differ materially from such financial information and such financial information is subject to change.

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Schwazze™

OUR STRATEGIC VISION

Leading, Vertically Integrated Operator in our Markets

Clear Acquisition & Growth Strategy

Consciously Sourced Brands & Products

Value Creation & Community Support for all Stakeholders

STRATEGIC BUSINESS UPDATE

Schwazze

- **Announced capital raise of $95 million from investors on December 3, 2021**
  - Senior secured convertible notes
- **Signed definitive documentation to acquire Reynold Greenleaf & Associates, LLC ("RGA") on November 29, 2021**
  - Leading cannabis cultivation, manufacturing and retail operations in New Mexico
- **Announced 7 acquisitions over last twelve months (2 closed)**
  - Solidifying leadership in Colorado
  - Entry into New Mexico
  - Financing in place to close pending acquisitions and fund future growth

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SENIOR SECURED CONVERTIBLE NOTES

Schwazze

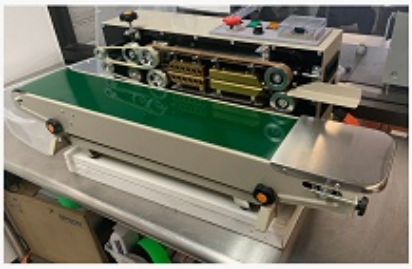
- $95 million gross proceeds
- 13% interest rate (9% cash, 4% PIK)
- 5-year maturity
- Convertible into Schwazze common stock at $2.24 per share (117.5% of 5 trading day VWAP prior to signing)(1)
- Secured by a 1st lien on unencumbered assets and a 2nd lien on encumbered assets
- Proceeds anticipated to be used for acquisitions, other growth initiatives and general corporate purposes

Note: (1) Shares of common stock issuable upon conversion of senior secured convertible notes have not been registered under the Securities Act of 1933, as amended, or any state securities laws, and may not be offered for sale, sold, transferred or assigned in the absence of an effective registration statement under such Act, and compliance with such laws if applicable, or an applicable exemption from such registration and compliance

ENTRY INTO NEW MEXICO

Schwazze

Schwazze announces definitive agreement to acquire Reynold Greenleaf & Associates, LLC and Elemental Kitchen and Laboratories,LLC



RETAIL	CULTIVATION	MANUFACTURING
10 Retail Locations *26K+ ft²*	*26K+ ft² of Cannabis Production* *65K ft² incremental being developed*	*1 Facility* *6K ft² Manufacturing*
• Significant presence in Albuquerque metropolitan area • Opportunity to expand to new locations	• Supports goal to vertically integrate • Cultivation will be used to support MIP production as well as flower (and associated products) sales at the dispensaries	• MIP production will be used to support dispensaries • Located near the RGA headquarters

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ACQUISITION PIPELINE YTD

Schwazze

TARGET	STATE	PURCHASE PRICE				STATUS	
		Total	Cash	Debt	Equity	Signed	Closed
STAR BUDS	CO	$118.7	$44.9	$44.3	$29.5	December 2020	March 2021
Southern Colorado Growers	CO	11.3	5.9		5.4	June 2021	July 2021
dutch	CO	3.5	1.9		1.6	June	
Brow	CO	6.9	6.9			August	
Smokin Gun	CO	4.2	4.0		0.2[1]	November	
emeraldfields	CO	29.0	17.4		11.6	November	
Roswell Greenleaf	NM	46.5	29.5[2]	17.0		November	
Total		$220.1	$110.5	$61.3	$48.3		

$105M Consideration for Acquisitions Since June (3.5x – 4.5x Estimated Adjusted EBITDA)

Note: (1) 100,000 shares converted to dollars at illustrative $2.25 per share
(2) Includes conditional performance cash payment of $4.5 million

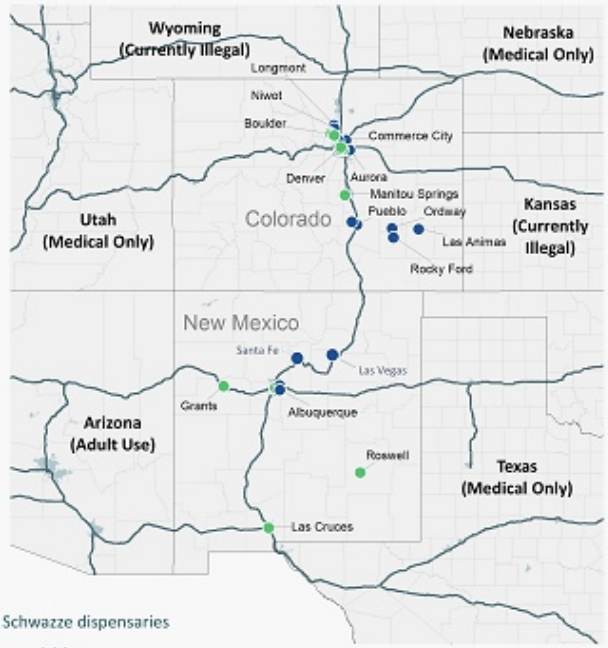
PRO FORMA FOOTPRINT

Schwazze

COLORADO	
Cannabis Retail Sales (2020)	$2.2B
12M Incidence (18+)	~27%
Population	5.8M
Increase Since 2010:	13%

NEW MEXICO		
Cannabis Retail Sales (2020)	~$200M	*Transition to adult use by April 2022*
12M Incidence (18+)	~21%	
Population	2.1M	
Increase Since 2010:	3%	

Source: Census website, April 2021 Cowen & Co. research report



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SCHWAZZE VALUE PROPOSITION

Schwazze

Growing Power-House, Poised to Become a "Super Regional"

Building a "House" of Premier Brands
Retail, Brands, Manufacturing, Cultivation

Fast Growing Regional Platform
Attractive Acquisition
& Growth Pipeline

Leadership – Best-in-Class Operational Techniques, Access to Capital

Premier Retail Position
32 Dispensaries[1] & Growing
7 Acquisitions YTD

Operational Playbook
Drives Success & Performance

Increasing Access to Institutional Capital

Note: (1) Pro forma for acquisitions of Drift, Brow, Smoking Gun, Emerald Fields and RGA

MANAGEMENT EXPERIENCE

Schwazze





Justin Dye *Chief Executive Officer, Chairman*	Nancy Huber *Chief Financial Officer*	Todd Williams *Senior Advisor, Strategy*	Nirup Krishnamurthy *Chief Operating Officer*	Dan Pabon *General Counsel & Government Relations*
▪ 25+ years of experience in private equity, general management, operations, corporate finance and M&A ▪ Led the growth of Albertsons from ~$10B to ~$60B in sales with over 2,300 stores and 285,000 employees, creating one of the largest privately held companies in the U.S.	▪ 30+ years experience managing public enterprises, overseeing multifunctional management ▪ CFO of Forward Foods, oversaw improvements in revenue, margins and EBITDA	▪ 25+ years consulting, strategy, asset valuation and M&A experience ▪ At Albertsons, managed the acquisition of over 1,600 operating grocery stores with ~$40B in sales and $10B in transaction value ▪ Responsible for divesting 168 stores with over $3B in sales	▪ 25+ years experience in innovation, technology, restructuring and M&A in Fortune 500 companies ▪ C-suite roles at United Airlines, Northern Trust Bank, A&P Supermarkets	▪ 15+ years expertise in merging regulatory systems, legal research & legislative relations ▪ Experienced former Colorado State Representative, instrumental in the writing and passing of cannabis laws in Colorado

Note: See Appendix for full roster of the Schwazze Team

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Schwazze

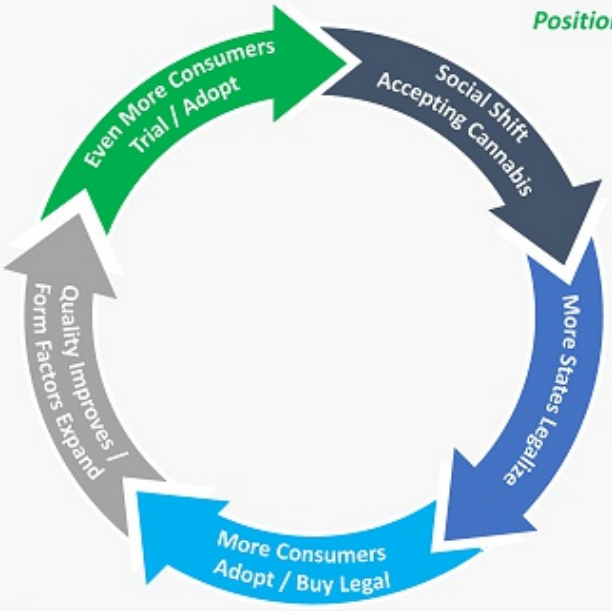
COMPANY + INDUSTRY OVERVIEW

Building a "Super Regional"
Retail – Manufacturing – Cultivation

SECTOR TAILWINDS

Schwazze

Positioned to Take Advantage of a Hypergrowth Industry



- 18 States Recreationally Legal[1]
- 45% U.S. Population Living in Recreationally Legal State
- Annual: 18% Monthly: 11% U.S. Cannabis Use Incidence

Note: (1) As of November 2021

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SCHWAZZE AT A GLANCE

Schwazze

Denver, CO
Headquarters

32
Retail Locations[1]

Cultivation[1]:
115K ft² Indoor
35 Acres Outdoor
60K ft² Hoop Houses

13.0K ft²
Manufacturing[1]

$110 - $115 M
2021E Revenue[2]
$175M - $200M
2021E PF Revenue[1]

$32 - $34M
2021E EBITDA[2]
$50M - $65M
2021E PF EBITDA[1]

$239M
Market Cap[3]
(12/2/2021)

8.4x
Trading Multiple
6.5x
PF Trading Multiple[1,2]

Note: (1) Pro forma for Drift, Brow, Smoking Gun, Emerald Fields and RGA
(2) Mid-range of FY 2021 management guidance provided November 15, 2021; see footnote on page 19 regarding Adjusted EBITDA
(3) Based on fully diluted shares outstanding; assumes outstanding preferred stock converted to common stock at $1.20 per share for purposes of calculating equity value and includes accrued dividends through 9/30/21; does not include shares of common stock issuable upon potential conversion of new senior secured convertible notes

BRANDS

Schwazze

ROLLING OUT A SUCCESSFUL VERTICAL INTEGRATION FORMULA FOR GROWTH & SUCCESS TO OTHER STATES & MARKETS

STARBUDS EST. 2013

Acquired 2020-2021

20 recreational dispensaries[1] with over 52K sq. ft. of retail space

emeraldfields A CANNABOUTIQUE

Announced 2021

2 high-volume, upscale dispensaries (7.4K sq. ft. retail space) and additional brand partnership

R.GREENLEAF

Announced 2021

10 recreational dispensaries located across New Mexico with over 26K sq. ft. of retail space

Supported by RGA's cultivation and manufacturing facilities

Purplebee's

Acquired 2020

CO's leading pure CO2, ethanol extractor & distillate producer

Produces distillate for leading CO edible companies & high-quality vape cartridges

Note: (1) Pro forma for Drift and Smoking Gun

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PRIOR ACQUISITION & SUCCESS

Schwazze

SRO contributing to synergies & integration success

- Program management, data science and KPI dashboards monitoring M&A revenue and cost synergies
- Cross functional working team: FP&A, Operations (Retail, MIP and Grow) and IT, managing integration and providing monthly updates

VERTICAL PLATFORM

Schwazze

RETAIL	CULTIVATION	MANUFACTURING	R&D SCHWAZZE BIOSCIENCES
32 Locations[1] *~86K retail ft²*	*115K ft² Indoor[2]* *35 Total Outdoor Acres* *60K ft² Hoop Houses*	*2 Facilities* *13K ft² Manufacturing[3]*	*Launched May 2021* *Cannabinoid &* *Terpene Research*
▪ Deploying grocery retail playbook to cannabis dispensaries ▪ Customer focused retail strategy ▪ Strong local ties & tailored merchandising ▪ Partnering with 3rd party brands for in-store marketing ▪ Benefits of scale and purchasing power	▪ Improved yields from Success Nutrients and Three-A-Light methodology ▪ Acquisition of Southern Colorado Growers (500 lbs. / month + additional 34 acres of outdoor cultivation capacity) ▪ Expected to pull down ~11k lbs. in Q4 with outdoor harvest and new hoop houses	▪ Brand building expertise combined with state-of-the-art capabilities for derivative production ▪ Provides opportunity for wholesale and private label growth, plus margin expansion ▪ Currently producing ~25% of Colorado's wholesale distillate ▪ Acquisition of Medzen (as part of RGA)	▪ Basic and applied research focused on bringing consumers and pets the most beneficial properties of the cannabis plant ▪ Cannabinoid and terpene research

Note: (1) Pro forma for Drift, Smoking Gun, Emerald Fields and RGA
(2) Pro forma for SCG, Brow and RGA
(3) Pro forma for RGA

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MAKING A DIFFERENCE

Schwazze

QUALITY	ENVIRONMENT	SOCIAL	GOVERNANCE
Craftsmanship Quality Control Stewardship	Climate Change Production Consumption Waste & Pollution Environmental Protections	Community Relations Health & Safety Employee Relations/Opportunities Diversity & Gender Equality	Board & Management Diversity Stakeholder Relations Regulatory Adherence

Operational Excellence

- We understand that diversity and engagement makes a better and more enriched Company
- We are dedicated to making a difference in the communities and neighborhoods in which we operate and serve
- We listen to our customers' needs and wants and make intelligent data-driven decisions
- We thrive in a team-oriented culture

Q3 PERFORMANCE

Schwazze

($ in millions)

SELECTED HIGHLIGHTS FOR THE QUARTER ENDED SEPTEMBER 30, 2021

Revenues	Q3 2021	YTD Q3 2021	YTD Q3 2020	% Change
Retail	$20.7	$54.0	$1.9	N/A
Wholesale	$11.0	$27.7	$12.9	115%
Other	$0.07	$0.2	$1.3	(85%)
Total Revenues	**$31.8**	**$81.9**	**$16.1**	**409%**
Cost of Goods & Services	$16.8	$44.7	$9.9	
Gross Profit	$15.1	$37.2	$6.2	
Gross Profit Margin (%)	*47%*	*45%*	*39%*	*6%*
Adjusted EBITDA	**$8.8**	**$24.7**	**$1.4**	**1,664%**
EBITDA Margin (%)	*28%*	*30%*	*9%*	

Note: Adjusted EBITDA represents income (loss) from operations, as reported, before tax, adjusted to exclude non-recurring items, other non-cash items, including stock-based compensation expense, depreciation, and amortization, and further adjusted to remove acquisition related costs, and other one-time expenses, such as severance. The Company uses Adjusted EBITDA as it believes it better explains the results of its core business. See Appendix for reconciliation.

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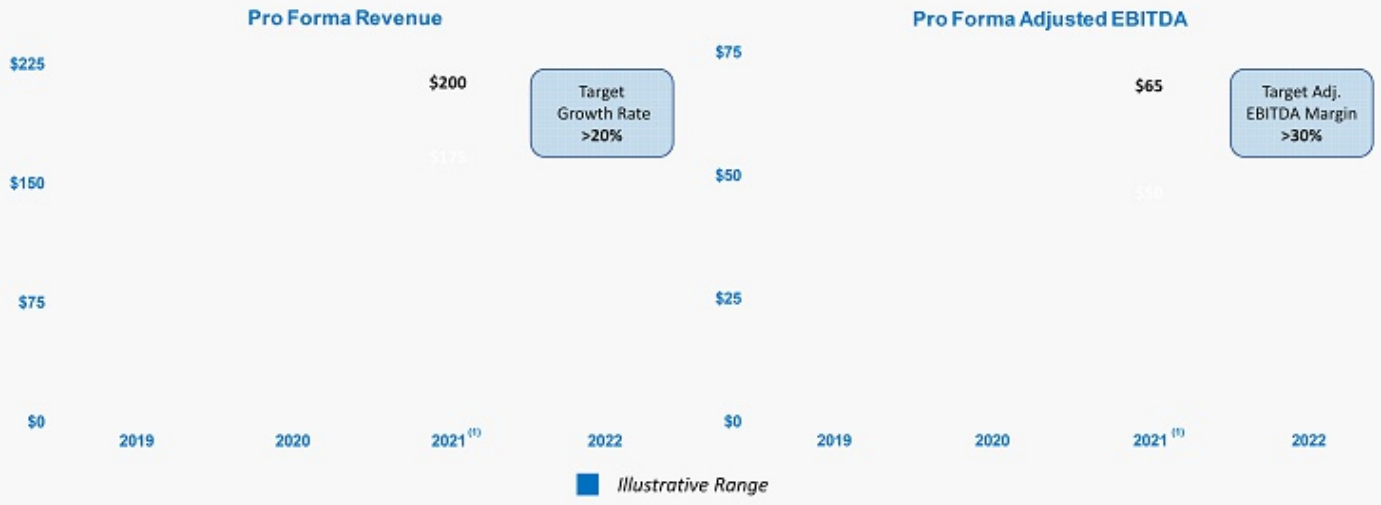
FINANCIAL REVIEW

Schwazze

($ in millions)



Note: (1) Mid-range of FY 2021 management guidance provided November 15, 2021

Adjusted EBITDA represents income (loss) from operations, as reported, before tax, adjusted to exclude non-recurring items, other non-cash items, including stock-based compensation expense, depreciation, and amortization, and further adjusted to remove acquisition related costs, and other one-time expenses, such as severance. The Company uses Adjusted EBITDA as it believes it better explains the results of its core business. The Company has not reconciled Pro Forma Adjusted EBITDA or guidance for Adjusted EBITDA to the corresponding GAAP financial measure because the Company does not have access to historical GAAP financials for acquisitions and, with respect to guidance, it cannot provide guidance for the various reconciling items. The Company is unable to provide guidance for these reconciling items because it cannot determine their probable significance, as certain items are outside of its control and cannot be reasonably predicted. Accordingly, a reconciliation to the corresponding GAAP financial measure is not available without unreasonable effort.

CURRENT CAPITAL STRUCTURE

Schwazze

($ in millions)

	Stock Price $1.91	
	9/30/21	Pro Forma
Common Shares Outstanding [1]	**48**	**54** [2]
Total Preferred Shares ("As-Converted" to Common) [3]	77	77
Fully Diluted Shares Outstanding	**125**	**131**
Equity Value	**$239**	**$251**
Existing Debt	59	59
RGA Seller Note		17
Senior Secured Convertible Notes		95
Total Debt	**$59**	**$171**
Less: Cash	(22)	(49) [4]
Net Debt	**$38**	**$122**
Enterprise Value	**$277**	**$372**

	Guidance [5]		*Pro Forma* [6]	
Enterprise Value / 2021 Sales	*$113*	2.5x	*$188*	2.0x
Enterprise Value / 2021 EBITDA [7]	*$33*	8.4x	*$58*	6.5x
Total Debt / 2021 EBITDA [7]	*$33*	1.8x	*$58*	3.0x
Net Debt / 2021 EBITDA [7]	*$33*	1.1x	*$58*	2.1x

Source: Company filings, FactSet as of 12/2/21

Note: (1) Inclusive of net in-the-money options and warrants; (2) Includes shares issued or issuable in Drift, Smoking Gun and Emerald Fields acquisitions; (3) Assumes outstanding preferred stock converted to common stock at $1.20 per share for purposes of calculating equity value; includes accrued dividends through 9/30/21; does not include shares of common stock issuable upon potential conversion of new senior secured convertible notes; (4) Based on 9/30/2021 cash plus marketable securities balance less $1.9M for Drift acquisition, $6.9M for Brow acquisition, $4.0M for Smoking Gun acquisition, $17.4M for Emerald Fields acquisition, $29.5M for RGA acquisition and applicable fees; (5) Based on midpoint of FY 2021 outlook provided in latest earnings release; (6) Based on midpoint of 2021 full-year expected contribution for announced acquisitions; (7) See footnote on page 19 regarding Adjusted EBITDA

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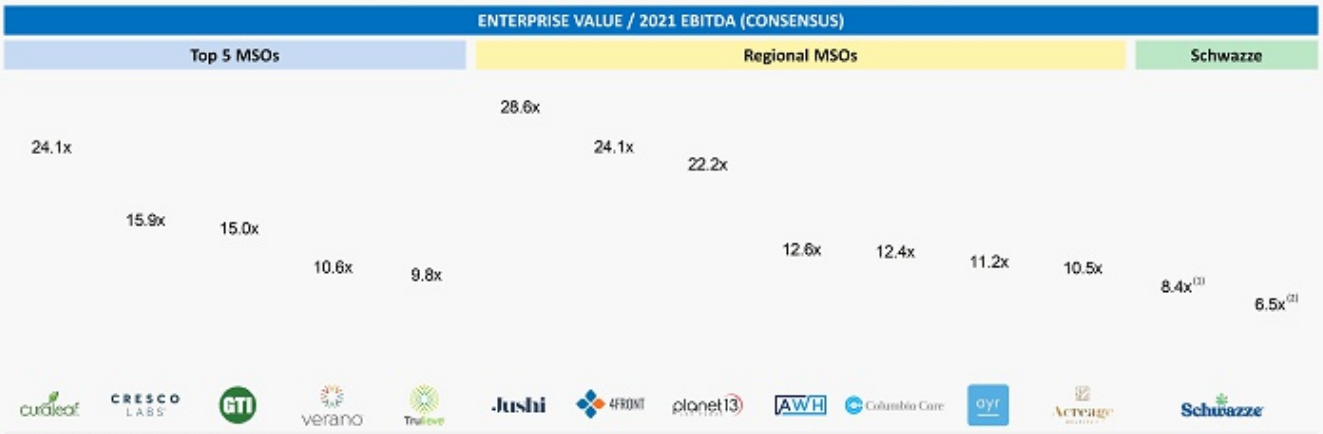
PEER COMPARISONS

Schwazze

($ in millions)

TRADING AT A MULTIPLE DISCOUNT VS. LARGER CANNABIS COMPANIES DESPITE ACHIEVING HIGHER MARGINS



2021 EBITDA & Margin (Consensus)													
$300	$207	$314	$369	$485	$23	$29	$26	$81	$91	$98	$26	$33	$58
25%	25%	35%	48%	36%	11%	21%	21%	24%	19%	28%	14%	29% (Guidance)	31%

Source: Company filings, FactSet as of 12/2/21
Note: (1) Based on mid-range of FY 2021 management guidance provided November 15, 2021 and excludes financial contribution from announced acquisitions
(2) Pro forma for all announced acquisitions and based on midpoint of 2021 full-year expected contribution; see footnote on page 19 regarding Adjusted EBITDA

Schwazze

"We are committed to unlocking the full potential of the cannabis plant to improve the human condition."

Justin Dye
Chief Executive Officer

Information Contact
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T 647 964 0292
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W Schwazze.com

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APPENDIX

ADJUSTED EBITDA RECONCILIATION

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($ in 000's)

	YTD Q3		Q3	
	2021	2020	2021	2020
Operating Income	**$6,793**	**($14,080)**	**$3,837**	**($3,619)**
Addbacks:				
Non-Cash Stock Compensation	3,866	5,816	1,229	1,454
Deal Related Expenses	2,067	2,854	405	608
Capital Raise Related Expenses	1,256	540	74	524
Depreciation and Amortization	7,780	322	2,973	225
Severance	145	287	19	17
Retention Program Expenses	59	-	30	-
Employee Relocation Expenses	18	34	-	8
Inventory Adjustment for Star Buds Acquisition	2,165	-	-	-
Marketing Infrastructure Improvements	193	-	-	-
Other Non-Recurring Items	321	-	231	-
Total Addbacks	**17,871**	**9,853**	**4,961**	**2,837**
Adjusted EBITDA	**$24,664**	**($4,227)**	**$8,798**	**($782)**

Source: Company filings

Note: Adjusted EBITDA represents income (loss) from operations, as reported, before tax, adjusted to exclude non-recurring items, other non-cash items, including stock-based compensation expense, depreciation, and amortization, and further adjusted to remove acquisition related costs, and other one-time expenses, such as severance. The Company uses Adjusted EBITDA as it believes it better explains the results of its core business.

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EXPERIENCE

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Justin Dye, Chief Executive Officer and Chairman:
25+ years of experience in private equity, general management, operations, corporate finance and M&A. He led the growth of Albertsons from ~$10Bn to over ~$60Bn in sales with over 2,300 stores and 285,000 employees, creating one of the largest privately held companies in the U.S.

Nirup Krishnamurthy, Chief Operating Officer:
Dye Capital Partner carrying 25+ years of experience in innovation, technology, restructuring and M&A in Fortune 500 companies, holding executive roles at United Airlines, Northern Trust Bank and A&P Supermarkets. Nirup holds a PhD in Industrial Engineering from SUNY.

Dan Pabon, General Counsel and Government Relations:
Experienced former Colorado State Representative who was instrumental in the writing and passing of cannabis laws in Colorado. Dan has 15+ years of expertise in emerging regulatory systems, legal research and legislative relations.

Julie Suntrup, VP Marketing & Merchandising:
With 20+ years of regulatory and CPG experience, Julie has introduced and marketed brands across: cannabis, alcohol, functional beverage, food, retail, QSR, natural/personal care and pharma sectors. She has represented brands such as: LivWell Enlightened Health, CDPHE, Anheuser-Busch, Budweiser, Coca-Cola, Vitaminwater/Smartwater, QuikTrip, Electrolux, Kellogg, Colgate and Tom's of Maine.

Nancy Huber, Chief Financial Officer:
Successful track record with 30+ years of experience managing public enterprises and overseeing multifunctional management. As CFO of Forward Foods, she oversaw improvements in revenue, margins and EBITDA. Nancy received her MBA from Kellogg School of Management.

Jim Parco, President, Biosciences:
In 2014, Jim Parco founded Mesa Organics (Purplebee's) which is the leading Colorado extractor and manufacturer of cannabis products. Prior to that, Jim served two decades of active duty in the Air Force and was a tenured full professor of economics and business for nine years at Colorado College. Jim holds his PhD from University of Arizona.

Todd Williams, Senior Advisor, Strategy:
24 years of consulting, strategy, asset valuation and M&A experience. In his most recent role at Albertsons, he managed the acquisition of over 1,600 operating grocery stores with ~$40Bn in sales and $10Bn in transaction value and was also responsible for divesting 168 stores with over $3Bn in sales.

Collin Lodge, VP Retail Operations:
10+ years experience in Retail Operations, M&A, and Integration from Albertsons Companies. As a skilled negotiator, Collin excels at expanding eCommerce, launching subscription services and last mile delivery, while establishing mutually beneficial strategic partnerships.

EXPERIENCE

Schwazze

Pratap Mukharji, Board of Directors:
Mr. Mukharji is a retired consultant working over 30 years in management consulting, the majority with Bain & Company leading its Supply Chain and Service Operations practices. With a concentration in Industrials and Retail, Mukharji has led strategy; M&A; transformation and turnaround; operations improvement; due diligence, omnichannel; and e-commerce efforts across multiple industries. Prior to Bain, he was at Kearney and Booz-Allen & Hamilton.

Jeff Garwood, Board of Directors:
Jeff Garwood founded and is managing member of Liberation Capital, a private equity fund focused on providing modular, repeatable waste to value project finance. He is also the co-owner of Zysense, an entity providing high precision measurement instruments for research. Jeff previously held senior leadership positions with General Electric, Garrett Aviation, and McKinsey and Company.

Salim Wahdan, Board of Directors:
Salim Wahdan has close to two decades of entrepreneurial experience owning and operating retail businesses. Most recently, he was a partner and operator of Star Buds in Adams, Louisville, and Westminster, several of the Star Buds' branded dispensaries the Company purchased between December 2020 and March 2021. Mr. Wahdan was instrumental in the early growth of the Star Buds franchise. Previous to his time in the cannabis industry, he owned and operated various retail concepts in Colorado.

Brian Ruden, Board of Directors:
Since 2010, Brian Ruden has owned and operated cannabis businesses under the Star Buds brand. Under his leadership, Star Buds has become one of the most recognized and successful retail cannabis operations in North America. In 2014, Brian founded Star Buds Consulting which provides strategic advice to start-up cannabis operations.

Jeff Cozad, Board of Directors:
Jeff Cozad is the co-founder of CRW Cann Holdings, LLC – a special purpose vehicle created to support Schwazze's vision of becoming the dominant, vertically integrated player in the Colorado cannabis market. He is also the Managing Partner of his family office, Cozad Investments, LP, which has completed more than 20 investments across a disparate set of industries over the past 13 years. Mr. Cozad holds an MBA from The University of Chicago Booth School of Business and received a BA in Economics and Management from DePauw University, where he serves on the Board of Trustees and is Chairman of the University Endowment Fund Investment Committee.

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Entity Address, State or Province	CO
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City Area Code	(303)
Local Phone Number	371-0387
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Soliciting Material	false
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Trading Symbol	Not applicable
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"Publisher": "SEC",
"Section": "308",
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