UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 8-K

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

July 31, 2024
Date of Report (date of earliest event reported)

JUSHI HOLDINGS INC.

(Exact name of registrant as specified in its charter)

British Columbia	**000-56468**	**98-1547061**
(State or other jurisdiction of incorporation or organization)	(Commission File Number)	(I.R.S. Employer Identification Number)

301 Yamato Road, Suite 3250
Boca Raton, FL 33431

(Address of principal executive offices and zip code)

(561) 617-9100

(Registrant's telephone number, including area code)

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

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol	Name of each exchange on which registered
None	N/A	N/A

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. ☐

Item 1.01. Entry Into a Material Definitive Agreement.

Issuance of Term Loans

Jushi Holdings Inc. (the "Company") entered into a Credit Agreement, dated as of July 31, 2024 (the "Credit Agreement"), by and among the Company, as borrower, the other loan parties that are parties thereto, the lenders that are party thereto, and Argent Institutional Trust Company, as agent for the lenders (the "Agent").

Pursuant to the Credit Agreement, a syndicate of lenders (each, a "Lender") provided US$48,500,000 in secured term loans (the "Term Loans") to the Company. The Term Loans mature (the "Maturity Date") on the earlier of (i) 30 months from the closing date or (ii) 91 days prior to the maturity of the Company's existing Second Lien Notes due December 7, 2026 (the "Second Lien Notes") issued pursuant to the Company's existing Trust Indenture, dated as of December 7, 2022, by and between the Company and Odyssey Trust Company, as Trustee (the "Indenture").

In connection with the Term Loans, the Company issued to the Lenders warrants to purchase up to an aggregate of 19,400,000 of the Company's subordinate voting shares (the "Warrants"). Each Warrant is exercisable for one subordinate voting share of the Company. The Warrants are exercisable until July 31, 2029, at an exercise price of US$1.00 per subordinate voting share, and are subject to adjustment under certain circumstances as further described in the Warrants. The Company also granted certain registration rights under the United States Securities Act of 1933, as amended (the "**Securities Act**"), to the Lenders in respect of the resale of the subordinate voting shares issuable upon exercise of the Warrants.

An entity affiliated with James Cacioppo, the Company's Chief Executive Officer, Chairman and Founder, participated as a Lender in the transaction by providing the Company a Term Loan in the principal amount of US$9,000,000, and received 3,600,000 Warrants. Denis Arsenault, a Founder and significant equity holder of the Company, participated as a Lender in the transaction by providing the Company a Term Loan in the principal amount of US$7,000,000, and received 2,800,000 Warrants.

The Warrants issued pursuant to the Term Loans were not registered under the Securities Act or the securities laws of any state, and were offered and sold in reliance upon the exemption from registration afforded by Section 4(a)(2) under the Securities Act and Regulation D promulgated thereunder and, as applicable, corresponding provisions of state securities laws, which exempt transactions by an issuer not involving any public offering. The Lenders are "accredited investors" as such term is defined in Regulation D promulgated under the Securities Act. This Current Report shall not constitute an offer to sell or the solicitation of an offer to buy, nor shall such securities be offered or sold in the United States absent registration or an applicable exemption from the registration requirements and the Warrants contain a legend stating the same.

Original Issue Discount, Interest and Maturity

The Term Loans were issued with a 2% original issue discount and will accrue interest at a rate of 12.25% per annum, payable quarterly in arrears on the first business day of February, May, August and November of each year, beginning on November 1, 2024. The Term Loans will mature on the Maturity Date.

Amortization

Beginning on August 1, 2025, the Company shall repay the Term Loans in an amount equal to 10% per annum of the total amount of Term Loans funded on the closing date, in equal quarterly installments on the first business day of each calendar quarter.

Prepayment

The Company is required to make mandatory prepayments of the Term Loans with 100% of the proceeds from (i) certain asset sales and (ii) the incurrence of indebtedness not otherwise permitted under the Credit Agreement. The Company may also optionally prepay the Term Loans upon 10 business days prior notice to the Agent. The Company is also required to prepay the Term Loans with 35% of the Company's annual excess cash flow, with such payment required upon the earlier of 15 business days after the delivery of the year-end audited financial statements and the 120th day after each fiscal year end.

Guarantees, Security and Ranking

To secure its obligations with respect to the Term Loans, each of the Company and its current and future subsidiaries, other than certain excluded subsidiaries (the "Guarantors") has granted a first-lien security interest over substantially all of its assets to the Agent for the benefit of the Lenders, pursuant to a guaranty and collateral security agreement (the "Guaranty and Security Agreement"). All obligations under the Credit Agreement are guaranteed by the Guarantors pursuant to the Guaranty and Security Agreement.

Change of Control

Upon the occurrence of a "Change of Control" (as defined in the Credit Agreement) of the Company, the Lenders may elect to cause the Company to repay the Term Loans within 10 business days of such Change of Control.

Restrictive Covenants

The Credit Agreement contains restrictive covenants that limit the ability of the Company and its restricted subsidiaries to, among other things: declare or pay cash dividends or other distributions on their respective equity securities; incur additional indebtedness other than "Permitted Indebtedness" (as defined in the Credit Agreement); or engage in certain asset sales. These covenants are subject to important exceptions and qualifications set forth in the Credit Agreement.

Financial Covenants

The Credit Agreement includes a financial covenant that requires the Company to maintain a minimum unrestricted cash balance as of the last day of each calendar month during the term of the Term Loans, with an initial minimum cash balance of US$8,000,000, subject to certain "step-ups" for succeeding periods, all as set forth in the Credit Agreement.

Intercreditor Agreement

The Term Loans are subject to the terms of a Subordination and Intercreditor Agreement setting forth, among other things, the subordination of the Second Lien Notes to the first lien obligations of the Company and the Guarantors under the Credit Agreement, and the standstill of enforcement rights until the repayment in full of the first lien obligations under the Credit Agreement in certain instances.

Use of Proceeds

The Company used the proceeds from the Term Loans, together with approximately US$7,400,000 of cash on hand, to repay the previous first lien obligations of the Company under the Company's Senior Secured Credit Agreement, dated October 20, 2021 (as amended, the "Acquisition Facility"), by and among the Company, as borrower, the other loan parties that are parties thereto, the lenders that are party thereto, and Roxbury, LP, as agent (the "Former Agent"). As a result of the repayment of all outstanding first-lien obligations of the Company under the Acquisition Facility, the Acquisition Facility was terminated.

The foregoing summary of Credit Agreement and the Warrants do not purport to be complete and are subject to, and qualified in their entirety by, reference to the full text of the Credit Agreement and the Warrants, copies of which are attached hereto as Exhibits 10.1 and 10.2 respectively.

Amendment to Indenture

In connection with the Credit Agreement, on July 31, 2024, the Company entered into a Second Amendment to the Indenture (the "Second Amendment"). The Second Amendment makes certain conforming changes to the Indenture to reflect the entry into the Credit Agreement and the termination of the Acquisition Facility.

The foregoing summary of the Second Amendment does not purport to be complete and is subject to, and qualified in its entirety by, reference to the full text of the Second Amendment, a copy of which is attached hereto as Exhibit 10.3.

1.02 Termination of a Material Definitive Agreement

The information contained in Item 1.01 of this Current Report on Form 8-K is incorporated into this Item 1.02.

2.02 Results of Operations and Financial Condition

On July 31, 2024, the Company issued a press release announcing the entry into the Credit Agreement and the termination of the Acquisition Facility. As part of the press release, the Company announced that following issuance of the Term Loans and the termination of the Acquisition Facility the Company had approximately US$19,000,000 of cash, cash equivalents and restricted cash as of July 31, 2024. The cash balance presented by the Company was net of debt principal payments of approximately US$10,400,000 since June 30, 2024, which includes US$2,400,000 for the July 1, 2024 regularly scheduled principal payment on the Acquisition Facility, a US$4,300,000 payment in connection with the Term Loans resulting in a smaller initial term loan principal balance than the amount outstanding under the Acquisition Facility prior to the refinancing, as well as early prepayment of US$3,600,000 in an outstanding principal amount of promissory notes. A copy of the press release is furnished as Exhibit 99.1 to this Current Report on Form 8-K.

The information in this Item 2.02, including Exhibit 99.1, is being furnished and shall not be deemed "filed" for purposes of Section 18 (the "Section") of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or otherwise subject to the liabilities of that Section, nor shall it be deemed incorporated by reference into any registration statement or other filing under the Securities Act of 1933, as amended, or the Exchange Act, except as shall be expressly set forth by specific reference in such filing.

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

The information contained in Item 1.01 of this Current Report on Form 8-K with respect to the entry into the Credit Agreement and issuance of Term Loans is incorporated into this Item 2.03.

3.02 Unregistered Sales of Equity Securities.

The information contained in Item 1.01 of this Current Report on Form 8-K with respect to the issuance of the Warrants is incorporated into this Item 3.02.

Item 9.01. Financial Statements and Exhibits.
(d) Exhibits.

Exhibit No.	Description
10.1*^	Credit Agreement, dated as of July 31, 2024, by and among Jushi Holdings Inc., the other loan parties that are parties thereto, the lenders that are party thereto, and Argent Institutional Trust Company, as agent for the lenders.
10.2	Form of Common Stock Purchase Warrant
10.3	Second Amendment to Trust Indenture, dated July 31, 2024, by and between Jushi Holdings Inc. and Odyssey Trust Company
99.1	Press Release dated July 31, 2024
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

* Portions of this exhibit (indicated by bracketed asterisks) are omitted in accordance with the rules of the SEC because they are both not material and the Company customarily and actually treats such information as private or confidential.

^ Certain appendices to this exhibit are omitted in accordance with Item 601(A)(5) of Regulation S-K. The Company will furnish supplementally a copy of any omitted appendix to the SEC upon request.

SIGNATURE

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

JUSHI HOLDINGS INC.

Date: August 6, 2024

By: /s/ Jon Barack

Jon Barack

President

CERTAIN INFORMATION CONTAINED IN THIS EXHIBIT, MARKED BY "[***]" HAS BEEN EXCLUDED FROM THE EXHIBIT BECAUSE IT IS BOTH (I) NOT MATERIAL, AND (II) IS THE TYPE THAT THE COMPANY TREATS AS PRIVATE OR CONFIDENTIAL.

CREDIT AGREEMENT

by and among

JUSHI HOLDINGS INC.,
as Borrower,

THE OTHER LOAN PARTIES THAT ARE PARTY HERETO,

THE LENDERS THAT ARE PARTY HERETO
as the Lenders,

and

ARGENT INSTITUTIONAL TRUST COMPANY,
as Agent for the Lenders

Dated as of July 31, 2024

THIS INDEBTEDNESS GOVERNED HEREBY HAS BEEN ISSUED WITH ORIGINAL ISSUE DISCOUNT FOR U.S. FEDERAL INCOME TAX PURPOSES. FOR FURTHER INFORMATION REGARDING THE ISSUE PRICE, THE AMOUNT OF ORIGINAL ISSUE DISCOUNT, THE ISSUE DATE AND THE YIELD TO MATURITY OF SUCH INDEBTEDNESS, THE HOLDER OF THIS NOTE SHOULD CONTACT THE OFFICE OF THE CHIEF FINANCIAL OFFICER OF JUSHI HOLDINGS INC. AT 301 YAMATO ROAD, SUITE 3250, BOCA RATON, FLORIDA 33431 WHO WILL PROMPTLY MAKE SUCH INFORMATION AVAILABLE.

TABLE OF CONTENTS

TABLE OF CONTENTS
(continued)

TABLE OF CONTENTS
(continued)

TABLE OF CONTENTS
(continued)

Page

TABLE OF CONTENTS
(continued)

TABLE OF CONTENTS
(continued)

Page

EXHIBITS AND SCHEDULES

CREDIT AGREEMENT

THIS CREDIT AGREEMENT (this "Agreement"), is entered into as of July 31, 2024 by and among **JUSHI HOLDINGS INC.**, a company organized under the laws of the Province of British Columbia ("Borrower"), the other Loan Parties that are party hereto from time to time, the lenders identified on the signature pages hereof (such lenders, together with their respective successors and permitted assigns, are referred to hereinafter each individually as a "Lender" and collectively as the "Lenders"), and Argent Institutional Trust Company (" Argent"), as agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, "Agent").

The parties agree as follows:

1. **DEFINITIONS AND CONSTRUCTION.**

1.1 **Definitions**. Capitalized terms used and not otherwise defined in this Agreement shall have the meanings assigned to such terms below:

"Accordion Effective Date" has the meaning specified therefor in Section 2.12(a).

"Accordion Increase" has the meaning specified therefor in Section 2.12(a).

"Acquired Indebtedness" means Indebtedness of a Person that, pursuant to a Permitted Acquisition, becomes a Loan Party; provided that such Indebtedness (i) was in existence prior to the date such Person became a Loan Party, (ii) was not incurred in connection with, or in contemplation of such Permitted Acquisition, (iii) after giving effect to such Indebtedness, the Loan Parties shall be in pro forma compliance with the financial covenants set forth in Section 8, and (iv) does not exceed the Shared Cap.

"Acquired Real Property" means any Real Property purchased or otherwise acquired after the Closing Date.

"Acquired Loan Party" or "Acquired Loan Parties" means each Loan Party that is acquired by Borrower or its Subsidiaries after the Closing Date pursuant to a Permitted Acquisition.

"Additional Documents" has the meaning specified therefor in Section 6.13.

"Adjusted EBITDA" means, with respect to any period, EBITDA,

minus

(a) without duplication, the sum of the following amounts of Borrower and its Subsidiaries for such period to the extent included in determining consolidated net earnings (or loss) for such period:

(i) extraordinary non-recurring or unusual gains and income, and

(ii) non-cash items increasing consolidated net earnings for such period including in connection with any earn-out or conditional consideration payable in connection with a Permitted Acquisition (excluding any such non-cash item to the extent it represents the reversal of an accrual or reserve for potential cash item in any prior period), and

(iii) interest income,

plus

(b) without duplication, the sum of the following amounts of Borrower and its Subsidiaries for such period to the extent included in determining consolidated net earnings (or loss) for such period:

(i) non-recurring non-cash charges, losses or expenses or other extraordinary costs and expenses, including for goodwill writeoffs and write downs;

(ii) non-cash compensation expense, or other non-cash expenses or charges in each case arising from the granting of stock options, stock appreciation rights, restricted stock, or similar arrangements;

(iii) the amount of any minority interest expense attributable to minority interests of third parties in the positive income of any non-wholly owned Subsidiary;

(iv) the amount of "run-rate" cost savings, operating expense reductions and synergies projected by Borrower in good faith to result from actions taken, committed to be taken or expected in good faith to be taken with respect to integrating, consolidating or discontinuing operations, headcount reductions, closure of facilities or Permitted Acquisition within twelve (12) months thereafter, net of the amount of actual benefits realized during such period from such actions; *provided*, that such cost savings, operating expense reductions and synergies are reasonably identifiable and factually supportable and set forth in an officer's certificate delivered to Agent;

(v) any expenses, charges or losses to the extent covered and actually reimbursed by indemnification or other reimbursement provisions in connection with any Investment, Permitted Acquisition or sale, conveyance, transfer or other disposition of assets permitted under this Agreement;

(vi) expenses, charges or losses during such period with respect to liability or casualty events or business interruption to the extent covered and actually reimbursed by insurance during such period;

(vii) non-cash compensation, fees and expense reimbursements paid to board directors;

(viii) (A) transaction fees and transaction expenses incurred in connection with the Existing Credit Agreement and the Subordinated Notes Indenture and (B) reasonable and documented out-of-pocket fees and expenses incurred in connection with any amendment, consent or waiver to or under this Agreement and any other Loan Document or the negotiation, execution and delivery of additional Loan Documents;

(ix) transaction expenses incurred in connection with a Permitted Investment or a Permitted Acquisition (irrespective of whether such Permitted Acquisition is consummated, subject to a maximum of 10% of EBITDA for non-consummated transactions), including any refinancing of (or amendment to) any Indebtedness acquired or assumed in connection with such Permitted Investment or Permitted Acquisition;

(x) transaction expenses incurred in connection with (A) any actual or proposed issuance of Indebtedness permitted hereunder (regardless of whether consummated), (B) the issuance of any Restricted Payments or equity permitted hereunder (including for the avoidance of doubt any actual or proposed offering of equity securities of Borrower) (C) the making of any Permitted Disposition; (D) Borrower's registration as a reporting issuer in the United States pursuant to the Exchange Act or (E) any actual or proposed public or private offering of Stock;

(xi) other cash charges and expenses approved in writing by Agent (at the direction of the Required Lenders in their sole discretion);

(xii) [reserved];

(xiii) any other non-cash charges, including any write-offs, write-downs, expenses, losses, impairment charges and the impact of purchase accounting, including in connection with inventory or any earn-out or conditional consideration payable in connection with a Permitted Acquisition, but excluding (A) any write-off or write-down of accounts receivable, and (B) amortization of a prepaid cash item that was paid in a prior period (provided that if any such non-cash charges represent an accrual or reserve for potential cash items in any future period, the cash payment in respect thereof in such future period shall be deducted from EBITDA to such extent);

(xiv) start-up or initial costs for any project or new production line, division or new line of business or other business optimization expenses, including, without limitation, costs or reserves associated with improvements to information technology functions, integration and facilities opening costs, costs relating to entry into a new state, project startup costs, costs relating to any strategic initiative or new operations and conversion costs and any business development, consulting or legal costs and fees relating to the foregoing;

(xv) integration costs in connection with any Permitted Acquisition or Permitted Investment, including severance costs, noncompetition and non-solicitation costs, retention and completion bonuses, business optimization expenses, transition costs, costs related to the closure, relocation and/or consolidation of offices and facilities (including the termination or discontinuance of activities constituting a business or business unit), contract termination costs, recruiting, signing and completion bonuses and expenses, systems establishment costs, conversion costs, excess pension charges and curtailments or modifications to pension and post-retirement employee benefit plans;

(xvi) non-recurring litigation and arbitration costs, charges, fees and expenses (including payments of legal settlements, fines, judgments or orders) exceeding $1,000,000;

(xvii) costs related to restructurings, including severance, recruiting, contract termination, relocation, integration, information technology investment and other costs and expenses;

(xviii) non-cash fair value adjustments, including those resulting from purchase accounting, to inventory sold and biological assets, including cannabis plants, measured at fair value less cost to sell up to the point of harvest;

(xix) non-cash fair value adjustments to derivative instruments; and

(xx) non-cash fair value adjustments to unrealized gains or losses on financial assets or liabilities, including but not limited to modification or extinguishment of Indebtedness, or modification of warrants or exchangeable shares of Borrower and its Subsidiaries;

provided that the aggregate amounts added back pursuant to clauses (b)(iv), (xiv), (xv) (solely to the extent such costs are paid in cash) and (xvii) (solely to the extent such costs are paid in cash) shall not exceed an amount equal to fifteen percent (15%) of Adjusted EBITDA as determined without giving effect to such clauses.

For the purpose of calculating EBITDA and Adjusted EBITDA for any period, if during such period Borrower or any Subsidiary shall have consummated a Permitted Acquisition, EBITDA and Adjusted EBITDA for such period shall be calculated after giving pro forma effect thereto as if such Permitted Acquisition occurred on the first day of such period.

"Adult Use Trigger Event" means any adult-use cannabis legislation that has become law in the Commonwealth of Pennsylvania or the Commonwealth of Virginia, as applicable, and which shall be in full force and effect.

"Affected Lender" has the meaning specified therefor in Section 2.11(b).

"Affiliate" means, as applied to any Person, any other Person that Controls, is Controlled by, or is under common Control with, such Person. For purposes of this definition, "Control" means the possession, directly or indirectly through one or more intermediaries, of the power to direct the management and policies of a Person, whether through the ownership of Stock, by contract, or otherwise; *provided that*, for purposes of Section 7.12 only: (a) any Person which owns directly or indirectly ten percent (10.00%) or more of the Stock having ordinary voting power for the election of directors or other members of the governing body of a Person or ten percent (10.00%) or more of the partnership or other ownership interests of a Person (other than as a limited partner of such Person) shall be deemed an Affiliate of such Person, (b) each director (or comparable manager) of a Person shall be deemed to be an Affiliate of such Person, and (c) each partnership in which a Person is a general partner shall be deemed an Affiliate of such Person.; and *provided further, that* in no event shall Agent, any Lender (other than Affiliated Lenders) or their respective Affiliates be deemed to be Affiliates of any Loan Party for any purpose whatsoever.

"Affiliated Lenders" means each of the Lenders listed on Schedule 1.1(a) as of the Closing Date, along with their heirs and Persons under their sole control.

"Agent" has the meaning specified therefor in the preamble to this Agreement.

"Agent-Related Persons" means Agent, together with its Affiliates, officers, directors, employees, attorneys and agents.

"Agent's Account" means the Deposit Account of Agent identified on Schedule A-1 (or such other Deposit Account of Agent that has been designated as such, in writing, by Agent to Borrower and the Lenders).

"Agent's Liens" means the Liens granted by the Loan Parties to Agent under the Loan Documents securing or purporting to secure the Obligations for the benefit of the Lender Group.

"Agreement" has the meaning specified therefor in the preamble to this Agreement.

"Argent" has the meaning specified therefor in the preamble to this Agreement.

"Applicable Law" means any applicable United States or foreign federal, state, or local statute, law, ordinance, regulation, rule, code, order (whether executive, legislative, judicial or otherwise), judgment, injunction, notice, decree or other requirement or rule of law or legal process, or any other order of, or agreement issued, promulgated or entered into by any Governmental Authority, in each case related to the conduct and business of the applicable Person, including but not limited to any applicable Sanctions Laws, Money Laundering Laws or Environmental Laws; provided, however, that "Applicable Law" shall exclude all Federal Cannabis Laws.

"Application Event" means the occurrence of (a) a failure by Borrower to repay all of the Obligations (other than contingent obligations in respect of which no claim has been made) in full on the Maturity Date, (b) an Event of Default described in Section 9.1(d) or Section 9.1(e), or (c) any other Event of Default, subject to the expiration of any applicable cure period, and the election by the Required Lenders to require that payments and proceeds of Collateral be applied pursuant to Section 2.3(b)(ii).

"Arlington Loan Agreement" means that certain Business Loan Agreement, dated as of December 27, 2021, by and between JREHVA, LLC, as borrower, and [***], as lender, as in effect on the Closing Date.

"Arlington Property" means that certain real property located at 2701 Wilson Blvd., Arlington, VA 22201, together with the improvements thereon.

"Assignee" has the meaning specified therefor in Section 15.1(a).

"Assignment and Acceptance" means an Assignment and Acceptance Agreement substantially in the form of Exhibit B to this Agreement.

"Auditor" means Macias Gini & O'Connell LLP, or any other independent certified public accountant reasonably acceptable to Agent.

"Authorized Person" means any one of the individuals identified on Schedule A-2, as such schedule is updated from time to time by written notice from Borrower to Agent and the Lenders.

"Bail-In Action" means the exercise of any Write-Down and Conversion Powers by the applicable EEA Resolution Authority in respect of any liability of an EEA Financial Institution.

"Bail-In Legislation" means, with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule.

"Bankruptcy Code" means title 11 of the United States Code, as in effect from time to time.

"Benefit Plan" means (i) any "defined benefit plan" (as defined in Section 3(35) of ERISA) for which Borrower or any of its Subsidiaries or ERISA Affiliates has been an "employer" (as defined in Section 3(5) of ERISA) within the past six (6) years and (ii) any Foreign Plan.

"Board of Directors" means, as to any Person, the board of directors (or comparable governing body) of such Person or any committee thereof duly authorized to act on behalf of the board of directors (or comparable governing body).

"Board of Governors" means the Board of Governors of the Federal Reserve System of the United States (or any successor).

"Borrower" has the meaning specified therefor in the preamble to this Agreement.

"Business Day" means any day that is not a Saturday, Sunday, or other day on which banks are authorized or required to close in the State of Florida or the State of Georgia.

"Call Premium" means any Make-Whole Amount or Exit Premium.

"Called Principal" means, with respect to any Term Loan, the amount of principal of such Loan that is to be repaid pursuant to Section 2.3(e) or (f) or has become or is declared to be immediately due and payable pursuant to Section 10.1, as the context requires.

"Cannabis Facility Finance Lease Indebtedness" means Indebtedness incurred in connection with the Permitted Acquisition of a Cannabis License that requires a Loan Party to enter into a Finance Lease to operate a dispensary, cultivation and/or production facility under such Cannabis License, in an amount that does not exceed the Shared Cap.

"Cannabis Law" means any applicable state, or local statute, law, ordinance, regulation, rule, code, order (whether executive, legislative, judicial or otherwise), judgment, injunction, notice, decree or other requirement or rule of law or legal process, or any other order of, or agreement issued, promulgated or entered into by any Governmental Authority, in each case related to the cultivation, manufacture, development, distribution, or sale of cannabis or products containing cannabis, but explicitly excluding Federal Cannabis Laws.

"Cannabis License" means all permits, licenses, registrations, variances, land-use rights, clearances, consents, commissions, franchises, exemptions, orders, authorizations, and approvals from Governmental Authorities authorizing the recipient to conduct business in accordance with the Cannabis Laws of each applicable jurisdiction including specifically applicable licenses required by the Cannabis Laws in each state in which a Loan Party operates.

"Capital Expenditures" means, with respect to any Person for any period, the aggregate amount of all expenditures by such Person during such period that are capital expenditures as determined in accordance with GAAP, whether such expenditures are paid in cash or financed.

"Cash Balance" has the meaning specified therefor in Section 8.1.

"Cash Equivalents" means (a) marketable direct obligations issued by, or unconditionally guaranteed by, the United States or issued by any agency thereof and backed by the full faith and credit of the United States, in each case maturing within one (1) year from the date of acquisition thereof, (b) marketable direct obligations issued or fully guaranteed by any state of the United States or any political subdivision of any such state or any public instrumentality thereof maturing within one (1) year from the date of acquisition thereof and, at the time of acquisition, having one of the two highest ratings obtainable from either Standard & Poor's Rating Group ("S&P") or Moody's Investors Service, Inc. (" Moody's"), (c) commercial paper maturing no more than two hundred seventy (270) days from the date of creation thereof and, at the time of acquisition, having a rating of at least A-1 from S&P or at least P-1 from Moody's, (d) certificates of deposit, time deposits, overnight bank deposits or bankers' acceptances maturing within one (1) year from the date of acquisition thereof issued by any bank organized under the laws of the United States or any state thereof or the District of Columbia or any United States branch of a

foreign bank having at the date of acquisition thereof combined capital and surplus of not less than one hundred million Dollars ($100,000,000), (e) Deposit Accounts maintained with (i) any bank that satisfies the criteria described in clause (d) above, or (ii) any other bank organized under the laws of the United States or any state thereof so long as the full amount maintained with any such other bank is insured by the Federal Deposit Insurance Corporation, (f) repurchase obligations of any commercial bank satisfying the requirements of clause (d) of this definition or recognized securities dealer having combined capital and surplus of not less than five hundred million Dollars ($500,000,000), having a term of not more than seven days, with respect to securities satisfying the criteria in clauses (a) or (d) above, (g) debt securities with maturities of six months or less from the date of acquisition backed by standby letters of credit issued by any commercial bank satisfying the criteria described in clause (d) above, and (h) Investments in money market funds substantially all of whose assets are invested in the types of assets described in clauses (a) through (g) above.

"Cash Management Services" means any cash management or related services including treasury, depository, return items, overdraft, controlled disbursement, merchant store value cards, e-payables services, electronic funds transfer, interstate depository network, automatic clearing house transfer (including the Automated Clearing House processing of electronic funds transfers through the direct Federal Reserve Fedline system) and other customary cash management arrangements.

"Change of Control" means:

(a) a transaction in which any "person" or "group" (within the meaning of Section 13(d) and 14(d)(2) of the Securities Exchange Act of 1934) becomes the "beneficial owner" (as defined in Rule 13d-3 under the Securities Exchange Act of 1934), directly or indirectly, of more than 45% (in each case on a fully-diluted basis) of the aggregate voting or aggregate economic interests in Borrower;

(b) a sale of all or substantially all of the assets of Borrower (on a consolidated basis);

(c) Borrower ceases to beneficially and of record own and control, directly or indirectly, free and clear of all Liens other than Permitted Liens (including without limitation Liens incurred in connection with Permitted Acquisitions), one hundred percent (100.00%) of the issued and outstanding shares of each class of capital Stock of any Loan Party other than Borrower, *provided*, however, that any Permitted Disposition shall not constitute a Change of Control for purposes of this definition;

(d) the Current Directors shall cease to constitute at least a majority of the members of Borrower's Board of Directors; or

(e) the occurrence of a change in control, or other similar provision, as defined in any document governing any Material Indebtedness triggering a default, mandatory prepayment or mandatory repurchase offer, which default, mandatory prepayment or requirement to make a mandatory repurchase offer has not been waived in writing.

"Closing Date" means July 31, 2024.

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

"Collateral" means any and all assets and property, whether tangible or intangible, and whether now owned or existing or hereafter acquired or arising and wherever located, on which Liens are

purported to be granted pursuant to any Loan Document or any other mortgage, security agreement, pledge, assignment or similar or related document, in each case, as security for the payment and performance of the Obligations.

"Commitments" means with respect to each Lender, its commitment to make the Term Loans pursuant to the terms of this Agreement, and, with respect to all Lenders, their commitments to make the Term Loans pursuant to the terms of this Agreement, in each case as such Dollar amounts are set forth beside such Lender's name under the applicable heading on Schedule C-1 to this Agreement or in the Assignment and Acceptance pursuant to which such Lender became a Lender under this Agreement, as such amounts may be reduced or increased from time to time pursuant to assignments made in accordance with the provisions of Section 15.1.

"Competitor" means any direct competitor of Borrower or any Loan Party constituting (i) a licensed multi-state operator engaged in the cultivation, manufacturing, production, distribution or retail sale of cannabis or cannabis-related products, or (ii) a licensed single-state operator engaged in the cultivation, manufacturing, production, distribution or retail sale of cannabis or cannabis-related products in a State in which Borrower or any Subsidiary operates, and any Affiliate thereof that has a controlling interest in such multi-state operator or single-state operator.

"Compliance Certificate" means a certificate substantially in the form of Exhibit C to this Agreement delivered, on behalf of Borrower, by the chief financial officer or chief executive officer of Borrower to Agent and the Lenders.

"Control" has the meaning specified therefor in the definition of "Affiliate".

"Control Agreement" means, with respect to any Deposit Account, Securities Account, commodity account, securities entitlement or commodity contract, an agreement, in form and substance reasonably satisfactory to Agent (at the direction of the Required Lenders), among Agent, the financial institution or other Person at which such account is maintained or with which such entitlement or contract is carried and the Loan Party maintaining such account or owning such entitlement or contract, effective to grant "control" (within the meaning of Articles 8 and 9 under the applicable UCC) over such account to Agent.

"Controlled Account" means a Deposit Account or Securities Account subject to a Control Agreement.

"Core States" means, collectively, the State of Illinois, the Commonwealth of Massachusetts, the Commonwealth of Pennsylvania and the Commonwealth of Virginia.

"Current Director" means any member of the Board of Directors of Borrower as of the Closing Date and (i) any Person occupying a vacant position on the Board of Directors of Borrower or (ii) any successor of a Current Director, in each case whose election, or nomination for election by Borrower's shareholders, was approved by at least a majority of the Current Directors then on the Board of Directors.

"Declined Specified Indebtedness Amounts" has the meaning specified therefor in Section 7.7.

"Declined ECF Proceeds" has the meaning specified therefor in Section 2.3(f)(iii).

"Default" means an event, condition, or default that, with the giving of notice, the passage of time, or both, would be an Event of Default.

"Default Rate" has the meaning specified therefor in Section 2.5(b).

"Defaulting Lender" means any Lender that (a) has failed to fund any amounts required to be funded by it under this Agreement on the date on which it is required to do so under this Agreement, (b) has notified Borrower, Agent, or any Lender in writing that it does not intend to comply with all or any portion of its funding obligations under this Agreement, (c) has made a public statement to the effect that it does not intend to comply with its funding obligations under this Agreement or under other agreements generally (as reasonably determined by Agent and the Required Lenders) under which it has committed to extend credit, (d) has failed, within one (1) Business Day after written request by Agent, to confirm that it will comply with the terms of this Agreement relating to its obligations to fund any amounts required to be funded by it under this Agreement, (e) has otherwise failed to pay over to Agent or any other Lender any other amount required to be paid by it under this Agreement on the date that it is required to do so under this Agreement, or (f) (i) becomes or is insolvent or has a parent company that has become or is insolvent or (ii) (A) becomes the subject of a bankruptcy or Insolvency Proceeding, or has had a receiver, conservator, trustee, or custodian or appointed for it, or has taken any action in furtherance of, or indicating its consent to, approval of or acquiescence in any such proceeding or appointment or has a parent company that has become the subject of a bankruptcy or Insolvency Proceeding, or has had a receiver, conservator, trustee, or custodian appointed for it, or has taken any action in furtherance of, or indicating its consent to, approval of or acquiescence in any such proceeding or appointment or (B) becomes the subject of a Bail-In Action.

"Deposit Account" means any deposit account (as such term is defined in the Code).

"Designated Account" means the Deposit Account of Borrower identified on Schedule D-1 (or such other Deposit Account of Borrower located at Designated Account Bank that has been designated as such, in writing, by Borrower to Agent).

"Designated Account Bank" has the meaning specified therefor in Schedule D-1 (or such other bank that is located within the United States that has been designated as such, in writing, by Borrower to Agent).

"Dickson City Loan Agreement" means that certain Business Loan Agreement, dated as of July 18, 2022, by and between JREHPA, LLC, as borrower, and [***], as lender, as in effect on the Closing Date.

"Dickson City Property" means that certain real property located at 832 Scranton Carbondale Highway, Dickson, PA 18519, together with the improvements thereon.

"Discounted Value" means, with respect to the Called Principal of any Term Loan, the amount obtained by discounting all Remaining Scheduled Payments with respect to such Called Principal from their respective scheduled due dates to the repayment or prepayment date (or, in the case the Called Principal has become or is declared to be immediately due and payable pursuant to Article 8.2, to the date on which such Called Principal has become or is so declared to be immediately due and payable) with respect to such Called Principal, in accordance with accepted financial practice and at a discount factor (applied on the same periodic basis as that on which interest on the Term Loans is payable) equal to the Reinvestment Yield with respect to such Called Principal.

"Disposition" has the meaning specified in Section 7.4.

"Disqualified Stock" means any Stock that, by its terms (or by the terms of any security or other Stock into which it is convertible or for which it is exchangeable), or upon the happening of any event or condition (a) matures or is mandatorily redeemable for cash, pursuant to a sinking fund obligation or otherwise (except as a result of a Change of Control or asset sale so long as any rights of the holders thereof upon the occurrence of a Change of Control or asset sale event shall be subject to the prior repayment in full of the Loans and all other Obligations that are accrued and payable and the termination of the Commitments), (b) is redeemable at the option of the holder thereof for cash, in whole or in part, (c) provides for the scheduled payments of dividends in cash, or (d) is or becomes convertible into or exchangeable for Indebtedness or any other Stock that would constitute Disqualified Stock, in each case, prior to the date that is ninety one (91) days after the Maturity Date.

"Dollars" or "$" means United States dollars.

"EBITDA" means, with respect to Borrower and its Subsidiaries (excluding any Subsidiaries not incorporated, organized or formed in the United States or Canada) determined on a consolidated basis, for any period,

(a) net earnings (or loss), excluding the earnings of any entity that is not a Subsidiary but in which Borrower directly or indirectly owns any Stock, except to the extent such earnings are actually distributed in cash to Borrower,

plus

(b) without duplication, the sum of the following amounts of Borrower and its Subsidiaries for such period to the extent included in determining consolidated net earnings (or loss) for such period:

(i) Interest Expense (and to the extent not reflected in Interest Expense, (x) bank and letter of credit fees and premiums in connection with financing activities and (y) amortization of deferred financing and loan fees),

(ii) federal, state or local taxes and foreign taxes, in each case based upon income or earnings, and

(iii) depreciation and amortization for such period, in each case, determined on a consolidated basis in accordance with GAAP.

"ECF Payment" has the meaning set forth in Section 2.3(f)(iii).

"ECF Payment Date" has the meaning set forth in Section 2.3(f)(iii).

"EEA Financial Institution" means (a) any institution established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition, or (c) any institution established in an EEA Member Country which is a subsidiary of an institution described in clauses (a) or (b) of this definition and is subject to consolidated supervision with its parent.

"EEA Member Country" means any of the member states of the European Union, Iceland, Liechtenstein, and Norway.

"EEA Resolution Authority" means any public administrative authority or any Person entrusted with public administrative authority of any EEA Member Country (including any delegee) having responsibility for the resolution of any EEA Financial Institution.

"Employee Notes" means certain promissory notes evidencing certain Indebtedness owed to Borrower by certain employees of Borrower in existence on the Closing Date and disclosed to Agent prior to the Closing Date.

"Environmental Action" means any written complaint, summons, citation, notice, directive, order, claim, litigation, investigation, judicial or administrative proceeding, judgment, letter, or other written communication from any Governmental Authority or any third party involving violations of Environmental Laws, or Releases of Hazardous Materials (a) at or from any assets, properties, or businesses of Borrower or any of its Subsidiaries, or any of their predecessors in interest or (b) at or from any facilities which received Hazardous Materials generated by Borrower or any of its Subsidiaries, or any of their predecessors in interest.

"Environmental Law" means any Applicable Law relating to worker health and safety, protection of the environment or natural resources, or the use, transportation, storage, disposal, Release or remediation of any Hazardous Material.

"Environmental Liabilities" means all liabilities, monetary obligations, losses, damages, (including punitive damages, consequential damages and treble damages), costs and expenses (including all reasonable fees, disbursements and expenses of counsel, experts, or consultants, and costs of investigation and feasibility studies), fines, penalties, sanctions, and interest incurred as a result of any claim or demand, or Remedial Action required, by any Governmental Authority or any third party, and which relate to any Environmental Action.

"Environmental Lien" means any Lien in favor of any Governmental Authority for Environmental Liabilities.

"Equipment" means equipment (as that term is defined in the Code).

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended, and any successor statute thereto and the rules and regulations promulgated thereunder.

"ERISA Affiliate" means (a) any Person subject to ERISA whose employees are treated as employed by the same employer as the employees of Borrower or its Subsidiaries under IRC Section 414(b), (b) any trade or business subject to ERISA whose employees are treated as employed by the same employer as the employees of Borrower or its Subsidiaries under IRC Section 414(c), (c) solely for purposes of Section 302 of ERISA and Section 412 of the IRC, any organization subject to ERISA that is a member of an affiliated service group of which Borrower or any of its Subsidiaries is a member under IRC Section 414(m), or (d) solely for purposes of Section 302 of ERISA and Section 412 of the IRC, any Person subject to ERISA that is a party to an arrangement with Borrower or any of its Subsidiaries and whose employees are aggregated with the employees of any Loan Party under IRC Section 414(o).

"ERISA Event" means (a) a Reportable Event with respect to a Pension Plan, (b) a withdrawal by Borrower or any of its Subsidiaries or ERISA Affiliates from a Pension Plan subject to Section 4063 of ERISA during a plan year in which it was a substantial employer (as defined in Section 4001(a)(2) of ERISA) or a cessation of operations that is treated as such a withdrawal under Section 4062(e) of ERISA, (c) a complete or partial withdrawal by Borrower or any of its Subsidiaries or ERISA Affiliates from a Multiemployer Plan or notification that a Multiemployer Plan is in reorganization, (d) the filing of a notice of intent to terminate, the treatment of a Pension Plan amendment as a termination under Section 4041 or 4041A of ERISA, or the commencement of proceedings by the PBGC to terminate a Pension Plan or Multiemployer Plan, (e) the determination that any Pension Plan or Multiemployer Plan is considered an at risk plan or a plan in critical or endangered status under the IRS, ERISA or the Pension Protection Act of 2006; (f) an event or condition which constitutes grounds under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any Pension Plan or Multiemployer Plan, or (g) the imposition of any liability under Title IV of ERISA, other than for PBGC premiums due but not delinquent under Section 4007 of ERISA, upon Borrower or any of its Subsidiaries or ERISA Affiliates.

"EU Bail-In Legislation Schedule" means the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor Person), as in effect from time to time.

"Event of Default" has the meaning specified therefor in Section 9.

"Excess Cash Flow" means, for any period:

(a) Adjusted EBITDA for such period;

(b) *minus* the sum for such period (without duplication) of:

(i) Interest Expense paid (or required to be paid) in cash during such period (excluding interest due under the Sammartino Notes); *plus*

(ii) Taxes paid or payable in cash by Borrower and its consolidated Subsidiaries during such period and for which, to the extent required under GAAP, reserves have been established, and any Tax distributions (but excluding any Taxes paid or payable in cash that are the subject of uncertain tax positions); *plus*

(iii) all payments made in respect of the Term Loans (including without limitation scheduled payments of principal, mandatory prepayments, voluntary prepayments, ECF Payments, Exit Premiums and Make-Whole Amounts) and other Permitted Indebtedness (including without limitation scheduled payments of principal and voluntary prepayments permitted pursuant to this Agreement) in each case to the extent paid in cash during such period; *plus*

(iv) Capital Expenditures paid in cash by Borrower and its consolidated Subsidiaries during such period (excluding Capital Expenditures constituting payments in respect of Finance Leases and Capital Expenditures financed by Indebtedness permitted under clause (y) of the definition of Permitted Indebtedness to the extent the cash payments associated with such Capital Expenditures have already been accounted for in determining Excess Cash Flow for the relevant period); *plus*

(v) the amount, if any, by which Net Working Capital increased during such period; *plus*

(vi) any cash proceeds from tax credits received by Borrower and its consolidated Subsidiaries during such period; *plus*

(vii) Restricted Payments made by Borrower and its consolidated Subsidiaries in cash to pay ordinary course expenses; *plus*

(viii) the amount of cash paid by Borrower and its consolidated Subsidiaries in connection with binding contracts relating to Permitted Acquisitions or Permitted Investments permitted under this Agreement, provided that the recipient of such cash is not an Affiliate of Borrower or any of its consolidated subsidiaries; *plus*

(ix) fees or expenses paid, in cash, in connection with the repayment of any Indebtedness permitted to be repaid under this Agreement or any Dispositions permitted to be made under this Agreement;

(c) *plus*, the sum for such period of the amount, if any, by which Net Working Capital decreased during such period.

"Excess Cash Flow Certificate" has the meaning set forth in Section 2.3(f)(iii).

"Exchange Act" means the Securities Exchange Act of 1934, as in effect from time to time.

"Excluded Accounts" means (a) any segregated Deposit Account specifically and exclusively used to hold tax funds, trust funds, escrow funds and other Collateral funds reasonably acceptable to Agent (at the direction of the Required Lenders), (b) controlled disbursement accounts (to the extent that such accounts are zero balance accounts), (c) Petty Cash Accounts, (d) Deposit Accounts subject to Liens described in clause (d) of the definition of Permitted Liens with funds therein or credited thereto, in the aggregate for all such accounts, not to exceed $2,000,000 at any time, (e) the Excluded Securities Accounts, and (f) any reserve, restricted or similar Deposit Account maintained in connection with Permitted Indebtedness incurred after the Closing Date to the extent (i) such Deposit Account is required to be maintained pursuant to the terms of such Permitted Indebtedness and (ii) such Permitted Indebtedness may create Permitted Priority Liens, *provided* that the sole purpose of such Deposit Account shall be to provide security for the borrower's obligations with respect to such Permitted Indebtedness, and *provided further* that the aggregate amount of funds in or credited to any such Deposit Account shall not exceed eight percent (8%) of the aggregate outstanding amount of the applicable Permitted Indebtedness on the date such Permitted Indebtedness is incurred.

"Excluded Property" has the meaning specified therefor in the Guaranty and Security Agreement.

"Excluded Securities Accounts" means the Securities Accounts listed on Schedule A-6 hereof.

"Excluded Subsidiaries" means each current Subsidiary listed on Schedule A-7 hereto, and any future Subsidiary that meets any of the following criteria: (a) pursuant to the most recently delivered quarterly financial statements, contributes less than 1.0% of Adjusted EBITDA of the Borrower and its Subsidiaries on a consolidated basis or owns less than 1.0% of the total assets of Borrower and its Subsidiaries on a consolidated basis; (b) is not directly or indirectly wholly-owned by any Loan Party (it being understood that any transaction that results in a Subsidiary not being so wholly-owned that is

undertaken for the primary purposes of making such Subsidiary an Excluded Subsidiary shall not be given effect for purposes of this clause (b)); (c) is formed as a Springing Loan Party in accordance with the terms of this Agreement; (d) is prohibited or restricted by Applicable Law (including without limitation any Cannabis Laws) or contractual obligation (so long as, in respect of any such contractual obligation, such prohibition either existed on the Closing Date or, if later, on the date the applicable Subsidiary is acquired or formed or when such Subsidiary would have otherwise been required to become a Loan Party and such contractual obligation was not created in contemplation of avoiding the contractual obligations of the Loan Parties under the Loan Documents) from providing a guarantee or pledge of equity or granting a Lien in or over its assets, as and to the extent applicable, (e) would require a consent, approval, license or authorization from any Person (including any Governmental Authority but excluding any Loan Party or any of its Affiliates) in order to become an obligor hereunder (including, in each case, under any financial assistance, corporate benefit or thin capitalization rule), but not under any contractual obligation entered into for the primary purpose of making such Subsidiary an Excluded Subsidiary, solely to the extent that the Agent (at the direction of the Required Lenders in their reasonable discretion) determines that the cost or other consequences of obtaining such consent, approval, license or authorization shall be excessive in view of the benefits to be obtained by the Lenders if such Subsidiary were not an Excluded Subsidiary and (f) providing a guarantee or pledge of equity or granting a Lien in or over its assets is likely to result in material adverse Tax consequences to Borrower (as determined by Agent at the direction of the Required Lenders in their reasonable discretion); *provided that*, in each case, such exclusions shall remain only for so long as the facts, circumstances, prohibitions or restrictions giving rise to the exclusion shall continue to apply. The determination as to whether any Subsidiary remains qualified as an Excluded Subsidiary shall be made by Borrower as of the date of the delivery of each quarterly Compliance Certificate delivered to Agent. In the event an Excluded Subsidiary ceases to qualify as an Excluded Subsidiary, such formerly Excluded Subsidiary shall become a Loan Party pursuant to Section 6.11 herein.

"Excluded Taxes" means any of the following Taxes imposed on or with respect to a Recipient or required to be withheld or deducted from a payment to a Recipient, (a) Taxes imposed on or measured by net income (however denominated), franchise Taxes, and branch profits Taxes, in each case, (i) imposed as a result of such Recipient being organized under the laws of, or having its principal office or, in the case of any Lender, its applicable lending office located in, the jurisdiction imposing such Tax (or any political subdivision thereof) or (ii) that are Other Connection Taxes, (b) in the case of a Lender, U.S. federal withholding Taxes imposed on amounts payable to or for the account of such Lender with respect to an applicable interest in a Loan or Commitment pursuant to a law in effect on the date on which (i) such Lender acquires such interest in the Loan or Commitment (other than pursuant to an assignment request by Borrower under Section 16.2(a)(ii)) or (ii) such Lender changes its lending office, except in each case to the extent that, pursuant to Section 17.11, amounts with respect to such Taxes were payable either to such Lender's assignor immediately before such Lender became a party hereto or to such Lender immediately before it changed its lending office, (c) Taxes attributable to such Recipient's failure to comply with Section 17.11(f) and (d) any withholding Taxes imposed under FATCA.

"Existing Credit Agreement" means that certain Credit Agreement, dated as of October 20, 2021, by and among Borrower, as borrower, the other loan parties that are party thereto, the lenders that are party thereto and Roxbury, LP, as agent, as amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the Closing Date.

"Exit Premium" means, with respect to any Term Loan or any portion thereof on any date, four percent (4.0%) of the principal amount of such Term Loan or such portion thereof.

"FATCA" means Sections 1471 through 1474 of the IRC, as of the Closing Date (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof and any agreements entered into pursuant to Section 1471(b)(1) of the IRC and any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement, treaty or convention among Governmental Authorities and implementing such Sections of the IRC.

"Federal Cannabis Laws" means any U.S. federal laws, civil, criminal or otherwise, as such relate, either directly or indirectly, to the cultivation, harvesting, production, distribution, sale and possession of cannabis, marijuana or related substances or products containing or relating to the same, including, without limitation, the prohibition on drug trafficking under 21 U.S.C. § 841(a), et seq., the conspiracy statute under 18 U.S.C. § 846, the bar against aiding and abetting the conduct of an offense under 18 U.S.C. § 2, the bar against misprision of a felony (concealing another's felonious conduct) under 18 U.S.C. § 4, the bar against being an accessory after the fact to criminal conduct under 18 U.S.C. § 3, and federal money laundering statutes under 18 U.S.C. §§ 1956, 1957, and 1960 and the regulations and rules promulgated under any of the foregoing.

"Finance Lease" means 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 a finance lease under GAAP and the amount of which obligations shall be the capitalized amount thereof determined in accordance with GAAP.

"Foreign Lender" means each Lender (or if the Lender is a disregarded entity for U.S. federal income tax purposes, the Person treated as the owner of the assets of such Lender for U.S. federal income tax purposes) that is not a United States person within the meaning of IRC section 7701(a)(30).

"Foreign Plan" means any employee benefit plan or arrangement that would be considered a "defined benefit plan" (as defined in Section 3(35) of ERISA) if such plan was maintained in the United States and that is (a) maintained or contributed to by Borrower or any of its subsidiaries that is not subject to the laws of the United States; or (b) mandated by a government other than the United States for employees of Borrower or any of its Subsidiaries.

"Fundamental Change" has the meaning specified therefor in Section 7.3.

"Funds Flow" means a flow of funds setting forth the sources and uses of capital for the transactions contemplated by this Agreement, in form and substance reasonably satisfactory to Agent (at the direction of the Required Lenders).

"FVC Loan Agreement" means that certain Loan Agreement dated as of April 6, 2023, among Dalitso, LLC and JREHVA, LLC, as borrowers, Jushi VA, LLC and Jushi Holdings Inc., as guarantors, and FVCBank, as lender (as the same may be amended, restated, amended and restated, supplemented, or otherwise modified from time to time).

"FVC Reserve Amounts" means, collectively, cash maintained by Dalitso, LLC or JREHVA, LLC in deposit accounts with FVCBank in an amount not to exceed $1,200,000, so long as such amounts are required to be maintained on deposit in reserve pursuant to and in accordance with the FVC Loan Agreement.

"GAAP" means generally accepted accounting principles as in effect from time to time in the United States, consistently applied.

"Global Intercompany Subordinated Note" means a global intercompany subordinated note substantially in the form of Exhibit F to this Agreement,

"Governing Documents" means, with respect to any Person, the certificate or articles of incorporation, certificates of designations pertaining to preferred securities, by-laws, or other organizational documents of such Person.

"Governmental Authority" means the government of the United States, any foreign country or any multinational authority, or any state, commonwealth, protectorate or political subdivision thereof, and any entity, body or authority exercising executive, legislative, judicial, tax, regulatory or administrative functions of or pertaining to government, including, without limitation, other administrative bodies or quasi-governmental entities established to perform the functions of any such agency or authority, and any agency, branch or other governmental body (federal or state) charged with the responsibility, or vested with the authority to administer or enforce, any Applicable Laws.

"Guarantor" means each Subsidiary of Borrower except for the Excluded Subsidiaries, including any Subsidiary formed or acquired after the Closing Date that becomes a Guarantor pursuant to Section 6.11 of this Agreement.

"Guaranty" means any guaranty agreement entered into at any time on or after the Closing Date, executed and delivered by any Guarantor to Agent for the benefit of the Lender Group, including the Guaranty and Security Agreement, in each case as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time.

"Guaranty and Security Agreement" means that certain Guaranty and Collateral Security Agreement dated as of the Closing Date and executed and delivered by Borrower and each other Loan Party to Agent for the benefit of the Lender Group, as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time.

"Guaranty and Security Agreement Joinder" means the joinder agreement attached as an exhibit to the Guaranty and Security Agreement.

"Hazardous Materials" means (a) substances that are defined or listed in, or otherwise classified pursuant to, any Applicable Laws or regulations as "hazardous substances," "hazardous materials," "hazardous wastes," "toxic substances," or any other formulation intended to define, list, or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, reproductive toxicity, or "EP toxicity" (b) petroleum and petroleum products, and (c) per- and polyfluoroalkyl substances (PFAS).

"Hedge Agreement" means a "swap agreement" as that term is defined in Section 101(53B)(A) of the Bankruptcy Code.

"Historical Financial Statements" has the meaning specified therefor in Section 4.8.

"IFRS" means International Financial Reporting Standards, as adopted by the International Accounting Standards Board, as in effect in Canada from time to time.

"Increasing Accordion Lender" has the meaning specified therefor in Section 2.12(b)(ii).

"Indebtedness" as to any Person means, without duplication, (a) all obligations of such Person for borrowed money, (b) all obligations of such Person evidenced by bonds, debentures, notes, or other similar instruments and all reimbursement or other obligations in respect of letters of credit, bankers acceptances, or other financial products, (c) all obligations of such Person as a lessee under Finance Leases, (d) all obligations or liabilities of others secured by a Lien on any asset of such Person, irrespective of whether such obligation or liability is assumed, (e) all obligations of such Person to pay the deferred purchase price of assets (other than trade payables incurred in the ordinary course of business and repayable in accordance with customary trade practices that are less than ninety (90) days past due and, for the avoidance of doubt, other than royalty payments payable in the ordinary course of business in respect of non-exclusive licenses), (f) all monetary obligations of such Person owing under Hedge Agreements (which amount shall be calculated based on the amount that would be payable by such Person if the Hedge Agreement were terminated on the date of determination), (g) any Disqualified Stock of such Person, and (h) any obligation of such Person guaranteeing or intended to guarantee (whether directly or indirectly guaranteed, endorsed, co-made, discounted, or sold with recourse) any obligation of any other Person that constitutes Indebtedness under any of clauses (a) through (g) above. For purposes of this definition, (i) the amount of any Indebtedness represented by a guaranty or other similar instrument shall be the lesser of the principal amount of the obligations guaranteed and still outstanding and the maximum amount for which the guaranteeing Person may be liable pursuant to the terms of the instrument embodying such Indebtedness, and (ii) the amount of any Indebtedness which is limited or is non-recourse to a Person or for which recourse is limited to an identified asset shall be valued at the lesser of (A) if applicable, the limited amount of such obligations, and (B) if applicable, the fair market value of such assets securing such obligation.

"Indemnified Liabilities" has the meaning specified therefor in Section 12.3.

"Indemnified Person" has the meaning specified therefor in Section 12.3.

"Indemnified Taxes" means (a) Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by or on account of any obligation of Borrower under any Loan Document and (b) to the extent not otherwise described in (a), Other Taxes.

"Insider" means, with respect to any Person, an officer, director, shareholder who (a) owns more than 10% of a class of such Person's equity securities or anyone who possesses inside information because of his or her relationship with such Person or with an officer, director or shareholder who owns more than 10% of a class of such Person's equity securities or (b) Controls such Person.

"Insolvency Proceeding" means any proceeding commenced by or against any Person under any provision of the Bankruptcy Code or under any other state or federal bankruptcy or insolvency law, assignments for the benefit of creditors, formal or informal moratoria, compositions, extensions generally with creditors, or proceedings seeking reorganization, arrangement, or other similar relief.

"Intellectual Property" has the meaning specified therefor in the Guaranty and Security Agreement.

"Intellectual Property Security Agreement" means any security agreement executed and delivered to Agent by a Loan Party as may be required pursuant to the relevant Guaranty and Security Agreement with respect to any Intellectual Property of such Loan Party, for the benefit of the Lender Group, which shall be in form and substance reasonably satisfactory to Agent (at the direction of the Required Lenders).

"Intercreditor Agreement" means that certain Subordination and Intercreditor Agreement dated as of the Closing Date by and among the Agent, the Subordinated Notes Trustee, Acquiom Agency Services, LLC, and the Loan Parties.

"Interest Expense" means, for any period, the aggregate of the interest expense of Borrower and its Subsidiaries for such period, determined on a consolidated basis in accordance with GAAP.

"Interest Rate" has the meaning set forth in Section 2.5(a).

"Inventory" means inventory (as that term is defined in the Code).

"Investment" means, with respect to any Person, any investment by such Person in any other Person (including Affiliates) in the form of loans, guarantees, advances, capital contributions (excluding (a) commission, travel, and similar advances to officers and employees of such Person made in the ordinary course of business and consistent with past practice, and (b) *bona fide* accounts arising in the ordinary course of business consistent with past practice), purchases, acquisitions of Indebtedness, Stock, or all or substantially all of the assets of such other Person (or of any division or business line of such other Person), and any other items that are or would be classified as investments on a balance sheet prepared in accordance with GAAP. The amount of any Investment shall be the original cost of such Investment plus the cost of all additions thereto, without any adjustment for increases or decreases in value, or write-ups, write-downs, or write-offs with respect to such Investment.

"IRC" means the Internal Revenue Code of 1986, as in effect from time to time.

"Jushi Europe" means Jushi Europe SA, a société anonyme organized under the laws of Switzerland.

"Jushi Europe Proceeding" means that certain petition for bankruptcy filed by Jushi Europe in Switzerland on or about February 22, 2022, and any Insolvency Proceeding relating thereto.

"Lease" means, with respect to any Leasehold Property, the lease, sublease or other agreement under the terms of which any Loan Party has or acquires from any Person any right to occupy or use such Real Property, or any part thereof, or interest therein, and each existing or future guaranty of payment or performance thereunder, and all extensions, renewals, modifications and replacements of each such lease, sublease, agreement or guaranty.

"Leasehold Property" means any leasehold interest of any Loan Party as lessee under any lease of real property, other than any such leasehold interest designated from time to time by Agent (at the direction of the Required Lenders in their sole discretion) as not being required to be included in the Collateral.

"Lender" has the meaning set forth in the preamble to this Agreement, and shall include any other Person made a party to this Agreement pursuant to the provisions of Section 15.1 and "Lenders" means each of the Lenders or any one or more of them.

"Lender Group" means each of the Lenders and Agent, or any one or more of them.

"Lender Group Expenses" means all of the following (without double-counting or duplication): (a) reasonable and documented out-of-pocket costs or expenses or indemnity amounts

(excluding Taxes (which are addressed in Section 11)) required to be paid by the Loan Parties under any of the Loan Documents that are paid, advanced, or incurred by the Lender Group, (b) documented, reasonable, out of pocket fees, expenses and indemnity amounts (including, without limitation, attorneys' fees and expenses, as well as any and all extraordinary expenses and indemnity amounts) or charges paid or incurred by Agent in connection with the Lender Group's transactions with the Loan Parties under any of the Loan Documents, photocopying, notarization, couriers and messengers, telecommunication, third party digital automation services and compliance software, public record searches, filing fees, recording fees, publication, appraisal (including periodic collateral appraisals or business valuations to the extent of the fees and charges (and up to the amount of any limitation) contained in this Agreement), real estate surveys (solely to the extent contemplated by this Agreement), and real estate title policies and endorsements and environmental audits (solely to the extent expressly contemplated by this Agreement) (c) Agent's customary and documented fees and charges (as adjusted from time to time) with respect to the disbursement of funds (or the receipt of funds) to or for the account of any Loan Party or other members of the Lender Group (whether by wire transfer or otherwise) together with any reasonable and documented out-of-pocket costs and expenses incurred in connection therewith, (d) reasonable and documented charges paid, imposed or incurred by Agent and or any Lender resulting from the dishonor of checks payable by or to any Loan Party, (e) reasonable documented out of pocket costs and expenses paid or incurred by the Lender Group to correct any Default or Event of Default or enforce any provision of the Loan Documents, or, upon the occurrence and during the continuance of an Event of Default, in gaining possession of, maintaining, handling, preserving, storing, shipping, selling, preparing for sale, or advertising to sell the Collateral, or any portion thereof, irrespective of whether a sale is consummated, or defending the Loan Documents, irrespective of whether a lawsuit or adverse proceeding is brought, or in taking any enforcement action concerning the Collateral, (f) solely to the extent contemplated by the terms of this Agreement, financial examination, appraisal, audit, and valuation reasonable and documented fees and reasonable and documented out-of-pocket expenses of Agent related to any inspections or financial examination, appraisal, audit, and valuation to the extent of the fees and charges (and up to the amount of any limitation) contained in this Agreement; provided, that such limits shall not apply during the continuance of an Event of Default), (g) Agent's reasonable and documented out of pocket costs and expenses (including reasonable and documented expenses of one primary external counsel and one external counsel in each relevant material jurisdiction) relative to third party claims or any other lawsuit or adverse proceeding paid or incurred, whether in enforcing or defending the Loan Documents or otherwise in connection with the transactions contemplated by the Loan Documents, Agent's Liens in and to the Collateral, or the Lender Group's relationship with any Loan Party and (h) Agent's and each Lender's reasonable documented costs and expenses (including reasonable and documented attorneys' fees and due diligence expenses of (i) one primary external counsel to each of Agent and the Lenders (taken as a whole), and one external counsel in each relevant material jurisdiction (and which may include a special counsel acting in multiple jurisdictions) and (ii) any additional counsel if one or more actual conflicts of interest arise for each class of similarly situated Persons) incurred in advising, structuring, drafting, reviewing, administering (including travel, meals, and lodging), syndicating (including reasonable costs and expenses relative to the rating of the Loans, CUSIP, DXSyndicate, SyndTrak or other communication costs incurred in connection with a syndication of the loan facilities), amending, waiving, or modifying the Loan Documents.

"Lender Group Representatives" has the meaning specified therefor in Section 18.7(a).

"Lender-Related Person" means, with respect to any Lender, such Lender, together with such Lender's Affiliates, officers, directors, employees, attorneys, and agents.

"Lien" means any mortgage, deed of trust, pledge, hypothecation, assignment, charge, deposit arrangement, encumbrance, easement, lien (statutory or other), security interest, or other security arrangement and any other preference, priority, or preferential arrangement of any kind or nature whatsoever, including any conditional sale contract or other title retention agreement and the interest of a lessor under a Finance Lease and any Synthetic Lease (provided that, for the avoidance of doubt, in no event shall an operating lease be deemed to constitute a Lien).

"Loan" means any Term Loan made hereunder and "Loans" means all of them, collectively.

"Loan Account" has the meaning specified therefor in Section 2.9.

"Loan Documents" means this Agreement, the Intercreditor Agreement, the Guaranty and Security Agreement, the Global Subordinated Intercompany Note, any Guaranty, each Control Agreement, each Intellectual Property Security Agreement, any Mortgages, Notes, if any, and each other document, instrument or agreement entered into, now or in the future, by any Loan Party and any member of the Lender Group in connection with this Agreement or any of the foregoing.

"Loan Party" means Borrower and any Guarantor, and "Loan Parties" means each of them.

"Loan Party Representatives" has the meaning specified in Section 18.9.

"Make-Whole Amount" means, with respect to the Called Principal of any Term Loan, an amount, as calculated by the Required Lenders and in consultation with the Borrower, equal to the Discounted Value of the Remaining Scheduled Payments with respect to the Called Principal of such Term Loan; provided that the Make-Whole Amount shall in no event be less than zero.

"Make-Whole Expiry Date" means May 1, 2026.

"Manassas Property" means that certain real property located at 8100 Albertstone Circle, Manassas, VA 20109, together with the improvements thereon.

"Margin Stock" has the meaning specified in Regulation U of the Board of Governors as in effect from time to time.

"Material Adverse Effect" means any event, circumstance or condition that has had a material adverse effect on (i) the business, operations, assets, liabilities or condition (financial or otherwise) of Borrower and its Subsidiaries, taken as a whole, (ii) the ability of the Borrower and the Guarantors, taken as a whole, to perform their obligations under the Loan Documents, (iii) the legality, validity, binding effect or enforceability of the Loan Documents or (iv) the rights, remedies and benefits conferred upon the Agent or the Lenders under any Loan Document.

"Material Contract" means, with respect to any Person, (i) each contract or agreement (including any Lease) to which such Person is a party involving aggregate revenues payable to, consideration payable to or by, or the principal amount of Indebtedness incurred by such Person (in each case to the extent reasonably determinable by such Person) of one million Dollars ($1,000,000) or more (other than purchase orders or customer or vendor agreements in the ordinary course of the business of such Person and other than contracts that by their terms may be terminated by such Person in the ordinary course of its business upon less than thirty (30) days' notice without penalty or premium) and (ii) all other

contracts or agreements, the loss of which could, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect.

"Material Indebtedness" means any Indebtedness in excess of two million five hundred thousand Dollars ($2,500,000) in aggregate outstanding principal amount.

"Material Lease" has the meaning specified therefor in Section 4.12(i).

"Material Lenders" has the meaning specified therefor on Schedule 1.1(b).

"Maturity Date" means the earlier of (a) January 31, 2027 and (b) the date that is 91 days prior to the final maturity of the Subordinated Notes.

"Money Laundering Laws" means all Applicable Laws that may be enforced by any Governmental Authority relating to anti-money laundering statutes, laws, regulations and rules, including, but not limited to the Bank Secrecy Act (31 U.S.C. §5311 et seq.; 12 U.S.C. §§1818(s) 1829(b), 1951-1959), as amended by the Patriot Act.

"Moody's" has the meaning specified therefor in the definition of Cash Equivalents.

"Mortgage" means, individually and collectively, one or more mortgages, deeds of trust, or deeds to secure debt, executed and delivered by any Loan Party in favor of Agent, in form and substance reasonably satisfactory to Agent (at the direction of the Required Lenders), that encumber the Real Property owned by any Loan Party.

"Mortgage Supporting Documents" means, with respect to each Mortgage, each of the following:

(i) evidence in form and substance reasonably satisfactory to Agent (at the direction of the Required Lenders) that the recording of counterparts of such Mortgage in the recording offices specified in such Mortgage will create a valid and enforceable Lien on the Real Property described therein in favor of Agent (or in favor of such other trustee as may be required or desired under local law) subject only to (A) Liens permitted hereunder and (B) such other Liens as Agent (at the direction of the Required Lenders) may approve;

(ii) a lender's Title Insurance Policy dated a date reasonably satisfactory to Agent (at the direction of the Required Lenders), which shall (A) be in an amount not less than the appraised value (determined by reference to an appraisal) of such Real Property in form and substance reasonably satisfactory to Agent (at the direction of the Required Lenders), but subject to the limitations imposed by the approved Title Insurance Company, (B) insure that the Lien granted pursuant to the Mortgage insured thereby creates a valid and enforceable Lien on such Real Property free and clear of all defects and encumbrances, except for Liens permitted hereunder and for such defects and encumbrances as may be approved by Agent (at the direction of the Required Lenders), (C) name Agent as the insured thereunder, (D) contain such endorsements as Agent deems necessary (at the direction of the Required Lenders) to the extent available from the Title Insurance Company in the State where the Real Property is located, and (E) is otherwise in form and substance reasonably satisfactory to Agent (at the direction of the Required Lenders);

(iii) copies of a recent ALTA survey of such Real Property in form and substance satisfactory to Agent (at the direction of the Required Lenders), but in any event allowing for the Title

Insurance Policy to be issued without a standard survey exception and with same as survey endorsement to the extent available from the Title Insurance Company in the State where the Real Property is located;

(iv) evidence in form and substance reasonably satisfactory to Agent (at the direction of the Required Lenders) that all premiums in respect of the lender's Title Insurance Policy, all recording fees and stamp, documentary, intangible or mortgage taxes, if any, in connection with the Mortgage have been paid;

(v) concurrent with the delivery of any Mortgage with respect to Real Property, (i) if the improvements to the applicable improved Real Property is located in an area designated by the Federal Emergency Management Agency as having special flood or mud slide hazards (a "Flood Hazard Property"), a written notification thereof to Borrower ("Borrower Notice"), (ii) Borrower's written acknowledgment of receipt of Borrower Notice as to the fact that such Real Property is a Flood Hazard Property and as to whether the community in which each such Flood Hazard Property is located is participating in the National Flood Insurance Program and (iii) if Borrower Notice is required to be given and flood insurance is available in the community in which the applicable Real Property is located, copies of the applicable Loan Party's application for a flood insurance policy plus proof of premium payment, a declaration page confirming that flood insurance has been issued and naming Agent as loss payee on behalf of the Lender Group; and

(vi) an intercreditor agreement between Agent and any lender or agent that holds a mortgage on the Real Property, in form and substance reasonably satisfactory to Agent (at the direction of the Required Lenders); and

(vii) such other agreements, documents and instruments in form and substance reasonably satisfactory to Agent (at the direction of the Required Lenders) as Agent deems necessary or appropriate (at the direction of the Required Lenders) to create, register or otherwise perfect, maintain, evidence the existence, substance, form or validity of, or enforce a valid and enforceable Lien on such Real Property in favor of Agent (or in favor of such other trustee as may be required or desired under local law) subject only to (A) Liens permitted hereunder and (B) such other Liens as Agent may reasonably approve.

"Multiemployer Plan" means any Pension Plan that is an employee benefit plan of the type described in Section 4001(a)(3) of ERISA, to which Borrower or any of its Subsidiaries or any ERISA Affiliates makes or is obligated to make contributions, or during the preceding five plan years, has made or been obligated to make contributions.

"Net Cash Proceeds" means (a) with respect to any sale or disposition by any Loan Party of its assets, the amount of cash proceeds received (directly or indirectly) from time to time (whether as initial consideration or through the payment of deferred consideration) by or on behalf of such Loan Party, in connection therewith after deducting therefrom only (i) the amount of any Indebtedness secured by any Permitted Lien on any asset (other than (A) Indebtedness owing to Agent or any Lender under this Agreement or the other Loan Documents and (B) Indebtedness assumed by the purchaser of such asset) which is required to be, and is, repaid in connection with such sale or disposition, (ii) reasonable fees, commissions, and expenses related thereto and required to be paid by a Loan Party in connection with such sale or disposition, and (iii) taxes paid or payable to any taxing authorities a Loan Party in connection with such sale or disposition, in each case to the extent, but only to the extent, that the amounts so deducted are actually paid or payable to a Person that is not an Affiliate or Insider of Borrower or any Subsidiary and are properly attributable to such transaction; and (iv) if such sale or disposition is made pursuant to clause (iii) of the definition of Permitted Cure Source in connection with

the exercise of a Cure Right in accordance with Section 10.3 hereof, the amount of cash proceeds used to increase the Cash Balance in accordance with Section 10.3 hereof; and (b) with respect to the incurrence or issuance of any Indebtedness by Borrower or any Subsidiary, the excess, if any, of (i) the sum of the cash received in connection with such incurrence or issuance over (ii) the reasonable and documented out-of-pocket fees and expenses (including investment banking fees, underwriting discounts, commissions, costs and other customary expenses incurred by Borrower or such Subsidiary) in connection with such incurrence or issuance.

"Net Working Capital" means, at any date, (a) the consolidated current assets of Borrower and its Subsidiaries as of such date (excluding cash and Permitted Investments), *minus* (b) the consolidated current liabilities of Borrower and its Subsidiaries as of such date (excluding current liabilities in respect of Indebtedness including the current portion of long-term Indebtedness). Net Working Capital at any date may be a positive or negative number. Net Working Capital increases when it becomes more positive or less negative and decreases when it becomes less positive or more negative.

"New Accordion Lender" has the meaning specified therefor in Section 2.12(b)(ii).

"Non-Consenting Lender" has the meaning specified therefor in Section 16.2(a).

"Non-Defaulting Lender" means each Lender other than a Defaulting Lender.

"Note" means a promissory note issued by Borrower to the applicable Lender in respect of the Loan made by such Lender under this Agreement, in each case, substantially in the form of Exhibit A to this Agreement.

"Obligations" means all loans (including the Loans), debts, principal, interest (including any interest that accrues after the commencement of an Insolvency Proceeding, regardless of whether allowed or allowable in whole or in part as a claim in any such Insolvency Proceeding), premiums, including any Make-Whole Amounts, Exit Premium, liabilities (including all amounts charged to the Loan Account pursuant to this Agreement), Original Issue Discount, obligations (including indemnification obligations), other fees, charges, costs, Lender Group Expenses (including any fees or expenses that accrue after the commencement of an Insolvency Proceeding, regardless of whether allowed or allowable in whole or in part as a claim in any such Insolvency Proceeding), guaranties, covenants, and duties of any kind and description owing by any Loan Party arising out of, under, pursuant to, in connection with, or evidenced by this Agreement or any other Loan Documents and irrespective of whether for the payment of money, whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, and including all interest not paid when due and all other expenses or other amounts that Loan Parties are required to pay or reimburse by the Loan Documents or by law or otherwise in connection with the Loan Documents. Any reference in this Agreement or in the Loan Documents to the Obligations shall include all or any portion thereof and any extensions, modifications, renewals, or alterations thereof, both prior and subsequent to any Insolvency Proceeding. Without limiting the generality of the foregoing, the Obligations of Loan Parties under the Loan Documents include the obligation to pay (i) the principal of the Loans, (ii) interest accrued on the Loans and any Make-Whole Amount and Exit Premium, (iii) Lender Group Expenses, (iv) fees payable under this Agreement or any of the other Loan Documents, and (v) indemnities and other amounts payable by any Loan Party under any Loan Document. Any reference in this Agreement or in the Loan Documents to the Obligations shall include all or any portion thereof and any extensions, modifications, renewals, or alterations thereof, both prior and subsequent to any Insolvency Proceeding.

"OFAC" means The Office of Foreign Assets Control of the U.S. Department of the Treasury.

"Original Issue Discount" means, with respect to each Term Loan, an amount equal to 2.00% of the principal amount of such Term Loan.

"Other Connection Taxes" means, with respect to any Recipient, Taxes imposed as a result of a present or former connection between such Recipient and the jurisdiction imposing such Tax (other than connections arising from such Recipient having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Loan Document, or sold or assigned an interest in any Loan or Loan Document).

"Other Taxes" means all present or future stamp, court or documentary, intangible, recording, filing or similar Taxes that arise from any payment made under, from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a security interest under, or otherwise with respect to, any Loan Document, except any such Taxes that are Other Connection Taxes imposed with respect to an assignment (other than an assignment made pursuant to Section 2.11(b)).

"Outstanding Amount" means, at any time, the aggregate outstanding principal balance of the Loans at such time immediately prior to giving effect to any prepayment thereof.

"Participant" has the meaning specified therefor in Section 15.1(b).

"Participant Register" has the meaning specified therefor in Section 15.1(b).

"Patriot Act" has the meaning specified therefor in Section 4.15.

"Payment" has the meaning specified therefor in Section 2.8(a).

"Payment Date" means the first Business Day of February, May, August and November of each year and the Maturity Date, commencing on November 1, 2024.

"Payment Notice" has the meaning specified therefor in Section 2.8(b).

"Payment Recipient" has the meaning specified therefor in Section 2.8(a).

"PBGC" means the Pension Benefit Guaranty Corporation or any successor agency.

"Pension Plan" means any employee pension benefit plan (as defined in Section 3(2) of ERISA), other than a Multiemployer Plan, that is subject to Title IV of ERISA and is sponsored or maintained by Borrower or any of its Subsidiaries or ERISA Affiliates or to which such Loan Party or ERISA Affiliate contributes or has an obligation to contribute, or in the case of a multiple employer or other plan described in Section 4064(a) of ERISA, has made contributions at any time during the preceding five plan years.

"Perfection Certificate" means a certificate in form satisfactory to Agent (at the direction of the Required Lenders) that provides information with respect to the personal, real or mixed property of the Loan Parties.

"Permits" means, in respect of any Person, all licenses, permits, franchises, consents, rights, privileges, certificates, authorizations, approvals, registrations and similar consents granted or issued by any Governmental Authority to which or by which such Person is bound or as to which its assets are bound or which has regulatory authority over such Person's business and operations; provided, however, that "Permits" shall not mean any Cannabis License.

"Permitted Acquisition" means an acquisition of a Person, business, business unit or product line with respect to which all of the following conditions shall have been satisfied (or Required Lenders shall have otherwise approved such acquisition):

(a) (i) the Person, division or business, business unit or product line being acquired (the " Target") shall be useful or engaged in such lines of business as are conducted by Borrower and its Subsidiaries on the Closing Date or activities reasonably complimentary or related thereto after giving effect to such acquisition, or (ii) the acquisitions is consummated as part of a corporate restructuring between Loan Parties or between a Loan Party and an Excluded Subsidiary (including as part of a listing on a public securities market in the United States, including without limitation the New York Stock Exchange or the NASDAQ), *provided* such acquisition would not reasonably be expected to adversely impact Agent's Lien in any material respect or interest as a Lender in any material respect;

(b) before and after giving effect to such acquisition, (i) all representations and warranties contained in the Loan Documents shall be true and correct on and as of the date of consummation of such acquisition, except where the failure of any such representation or warranty to be true or correct could not reasonably be expected to materially impair Agent's Lien or interest as a Lender; and (ii) no Default or Event of Default shall exist, based on the financial statements most recently delivered to Agent pursuant to Section 6.1, as adjusted on a pro forma basis including the Target based on pro forma assumptions mutually agreed by Borrower and Agent in good faith and set forth in a pro forma calculation of Borrower's compliance with the financial covenants in Section 8 herein, which calculation shall be in form and substance reasonably acceptable to Agent (acting at the direction of the Required Lenders);

(c) all applicable requirements of Section 6.11 shall be complied with in connection with such acquisition;

(d) Borrower and its Subsidiaries shall have obtained all necessary governmental, regulatory, creditor, shareholder, partner and other material permits, licenses, authorizations, consents, approvals and exemptions required to be obtained by the Loan Parties on or before the closing thereof, and each of the foregoing shall be in full force and effect, in each case except where the failure to obtain such material permits, licenses, authorizations, consents, approvals and exemptions could not reasonably be expected to materially impair Agent's Lien or interest as a Lender;

(e) subject to the waiver by Agent in its reasonable discretion, all applicable waiting periods with respect to such proposed acquisition shall have expired without any action being taken or threatened by any competent authority which would restrain, prevent or otherwise impose adverse conditions on such acquisition, and no action, request for stay, petition for review or rehearing, reconsideration or appeal with respect to any of the foregoing shall be pending, and the time for any applicable Governmental Authority to take action to set aside its consent on its own motion shall have expired, except where any such action could not reasonably be expected to materially impair Agent's Lien or interest as a Lender;

(f) Agent shall have received copies of all Permitted Acquisition Documents related to such Permitted Acquisition at least five (5) days prior to the consummation of such Permitted Acquisition;

(g) Agent will, promptly following the closing of any such acquisition where the Target is required to become a Loan Party pursuant to Section 6.11, receive a certificate from Borrower's insurance broker or other evidence reasonably satisfactory to it that all insurance required to be maintained pursuant to Section 6.7 is in full force and effect with respect to the assets acquired in such acquisition and that Agent on behalf of the Lenders has been named as additional insured and/or loss payee thereunder to the extent required under Section 6.7;

(h) either (x) Borrower shall survive such acquisition or (y) another Loan Party shall survive such acquisition so long as (A) upon the consummation of such acquisition, such surviving Loan Party is listed on a public securities market in the United States, including without limitation the New York Stock Exchange or the NASDAQ, (B) the failure of Borrower to survive such acquisition could not reasonably be expected to materially impair Agent's Lien or interest as a Lender, and (C) such acquisition will not result in a Change of Control; and

(i) both before and after giving effect to such Permitted Acquisition, the Loan Parties shall be in pro forma compliance with the financial covenants set forth in Section 8.

Notwithstanding the foregoing, each of the acquisitions identified on Schedule A-3 shall be deemed a Permitted Acquisition for all purposes hereunder and Borrower and its Subsidiaries shall be permitted to consummate such Permitted Acquisition upon the terms set forth on Schedule A-3, provided, that (x) the final terms of such acquisition are substantially the same as those set forth on Schedule A-3 or have otherwise been approved in writing by Agent (at the direction of the Required Lenders in their sole discretion); and (y) such acquisition meets all of the requirements set forth in clauses (a) through (i) above, inclusive, except for any deviations that are expressly set forth on Schedule A-3 or have otherwise been approved in writing by the Agent (at the direction of the Required Lenders in their sole discretion).

For the avoidance of doubt, an "acquisition" consummated by Borrower and/or its Subsidiaries may be in the form of a purchase or other acquisition of the Stock of a Person, the purchase of all or substantially all of the assets of a Person (or of any division or business line of such other Person), a merger or consolidation with or into a Person (regardless, for the avoidance of doubt, of the surviving entity except in the case Borrower would not be a surviving entity to such transaction), or such other form as Borrower and/or its Subsidiaries may determine, provided the transaction otherwise complies with the provisions of this definition. For the avoidance of doubt, the following shall also constitute acquisitions for purposes of this Agreement: (i) the acquisition of a Cannabis License, or the acquisition of a Cannabis License and some, but not all or substantially all, of the assets of the Target; and (ii) the acquisition of a Cannabis License by competitive application process, lottery, change in Applicable Law or other similar means; and (iii) the acquisition of less than a majority of the outstanding Stock of a Person if Borrower, a Loan Party or a Springing Loan Party will obtain greater than fifty percent (50%) of the economic benefits of ownership of such Person.

"Permitted Acquisition Documents" means the purchase agreement or other relevant primary transaction document and the other material documents and agreements, including any licenses, permits, waivers, side letters or other material agreements executed in connection with a Permitted Acquisition.

"Permitted Acquisition Indebtedness" means Indebtedness (including any earn-out payments incurred in connection therewith): (a) incurred by any Loan Party to finance a Permitted Acquisition in an aggregate principal amount that does not exceed the Shared Cap; and (b) that satisfies each of the following at all times: (i) the stated maturity of such Indebtedness is at least 91 days subsequent to the Maturity Date (except for the acquisitions identified on Schedule A-3 hereof (which, for the avoidance of doubt, shall constitute Permitted Acquisition Indebtedness if only subclauses (a) and (b)(ii) of this definition are satisfied)) and (ii) the interest rate applicable to such Indebtedness does not exceed 10% per annum.

"Permitted Acquisition Investment Loans" means Investments in the form of loans, advances and capital contributions made or given by Loan Parties or Springing Loan Parties in connection with Permitted Acquisitions, provided (i) the Investment is made to a Target or an Affiliate of a Target, (ii) the Investment is used for capital expenditures, working capital or general corporate purposes in connection with the build out or operation of the business(es) to be acquired pursuant to the Permitted Acquisition; and (iii) the Investment is secured on a first priority basis by the equity and/or assets of the Target(s).

"Permitted Acquisition Investments" means Investments made or given by Loan Parties or Springing Loan Parties in connection with Permitted Acquisitions and which do not qualify as Permitted Acquisition Investment Loans, including, without limitation, (i) Investments from Loan Parties to Springing Loan Parties or Targets, and (ii) Investments from Springing Loan Parties to Targets, in each case for the purpose of paying transaction consideration.

"Permitted Assignees" means: (a) Agent, any Lender or any of their direct or indirect Affiliates; and (b) any fund that is administered or managed by Agent or any Lender or an Affiliate of Agent or any Lender.

"Permitted Cure Securities" means any Stock of Borrower other than Disqualified Stock.

"Permitted Cure Sources" means, collectively, (i) Permitted Cure Securities, (ii) Employee Retention Credit proceeds from either factoring or IRS payment, and (iii) so long as the Loan Parties are in pro forma compliance with the financial covenants set forth in Section 8, Net Cash Proceeds received from the sale or other disposition of assets relating to operations of the Loan Parties in jurisdictions other than Core States.

"Permitted Dispositions" means:

(a) any involuntary condemnation, seizure or taking, by exercise of the power of eminent domain or otherwise, or confiscation or requisition of use of property;

(b) any involuntary loss, damage or destruction of property, with the Net Cash Proceeds thereof subject to Section 2.3(f);

(c) sales, abandonment, or other Dispositions of Equipment that is substantially worn, damaged, obsolete or no longer used or useful in the ordinary course of business, with the Net Cash Proceeds thereof subject to Section 2.3(f);

(d) Dispositions of Inventory, products or services to buyers in the ordinary course of business;

(e) the use or transfer of money or Cash Equivalents in a manner that is not prohibited by the terms of this Agreement or the other Loan Documents;

(f) the licensing, on a non-exclusive basis, of Intellectual Property in the ordinary course of business;

(g) Dispositions of Stock of the Borrower (i) for public offerings, (ii) pursuant to Borrower's employee stock option plan, (iii) in connection with the compensation of any employee of Borrower or any other Loan Party, or (iv) in exchange for the early termination and extinguishment of existing Indebtedness of the Loan Parties;

(h) Dispositions of Excluded Property that are sold for fair market value, reasonable equivalent value or otherwise disposed of in the relevant Loan Party's reasonable business judgment;

(i) Dispositions of any Real Property (other than the Manassas Property), including pursuant to a sale-leaseback or similar transaction that are sold for fair market value and for cash; *provided* that the Net Cash Proceeds thereof shall be subject to Section 2.3(f) and, to the extent such Net Cash Proceeds are to be reinvested pursuant to Section 2.3(f), they shall be reinvested solely in assets that are subject to Agent's Lien hereunder;

(j) Dispositions, in each case without recourse, of accounts receivable or any delinquent receivables, arising in the ordinary course of business, and only in connection with the compromise, settlement or collection thereof;

(k) the lapse or abandonment of registered patents, trademarks, copyrights and other Intellectual Property of Borrower or any Loan Party to the extent not economically desirable or useful in the conduct of their business;

(l) to the extent constituting a Disposition, the making of Restricted Payments that are expressly permitted to be made pursuant to this Agreement;

(m) to the extent constituting a Disposition, the making of Permitted Investments that are expressly permitted to be made pursuant to this Agreement;

(n) any Dispositions to the extent constituting the incurrence of Permitted Liens;

(o) Dispositions (i) from a Loan Party to another Loan Party, including without limitation pursuant to a corporate reorganization provided all parties to such reorganization are Loan Parties and so remain; (ii) from an Excluded Subsidiaries to another Excluded Subsidiary; and (iii) so long as no Default or Event of Default has occurred and is continuing, from a Loan Party to an Excluded Subsidiary in an aggregate amount not to exceed one million Dollars ($1,000,000) per fiscal year, and which, in each case, must be a *de minimis* component of a Disposition of the Excluded Subsidiary or serve some demonstrable business justification in accordance with the nature of the Loan Parties' business as set forth on Schedule 7.6;

(p) Dispositions made pursuant to deferred compensation arrangements in the ordinary course of business;

(q) the sale or other Disposition of a nominal amount of Stock in any Loan Party in order to qualify members of the board of directors or equivalent governing body of such Loan Party to the extent required by Applicable Law;

(r) Dispositions of the Stock of any Subsidiary that: (a) is immaterial (in the reasonable discretion of Borrower), regardless of whether such Subsidiary is a Loan Party; (b) is not directly or indirectly wholly-owned by Borrower (except if such Subsidiary is not wholly-owned pursuant to Applicable Law, including without limitation as may be required pursuant to any Applicable Law setting a limit or cap on the ownership of Cannabis Licenses or requiring local residents to have an ownership interest in an entity owning a Cannabis License); or (c) is incorporated or otherwise formed or organized outside the United States of America or Canada, which, in each case, (x) are sold for fair market value and for cash and (y) in each case, with the Net Cash Proceeds thereof subject to the Section 2.3(f);

(s) Dispositions of Investments in joint ventures to the extent required by, or made pursuant to, customary buy/sell arrangements between the joint venture parties set forth in joint venture agreements and similar binding agreements, which, in each case, (i) are sold for fair market value and for cash and (ii) with the Net Cash Proceeds thereof subject to Section 2.3(f);

(t) (i) terminations of leases, subleases, licenses, sub-licenses and agreements (including management agreements and other similar agreements) in the ordinary course of business and (ii) the surrender or waiver of contractual rights or the settlement release or surrender of contract or tort claims in the ordinary course of business, in each case, to the extent not interfering in any material respect with the business of the Loan Parties;

(u) Dispositions of Stock or assets in connection with a Permitted Acquisition to the extent required pursuant to Applicable Law, including without limitation as may be required pursuant to any Applicable Law setting a limit or cap on the ownership of Cannabis Licenses or requiring local residents to have an ownership interest in an entity owning a Cannabis License; provided, for the avoidance of doubt, that Borrower may elect to cause a Disposition of the Stock or assets of one or more Loan Parties in connection with such Permitted Acquisition; provided further, that the Targets shall become Loan Parties or Borrower shall replace the Loan Parties that are disposed of with Excluded Subsidiaries having equal or greater value than the Loan Parties that are disposed of;

(v) Dispositions of Stock of the Borrower in connection with pre-existing contractual arrangements;

(w) [reserved];

(x) the trade-in-kind or exchange of any asset for any other asset or assets of equivalent value (as determined by Borrower in good faith in its reasonable judgement), including any cash or Cash Equivalents solely to the extent necessary in order to achieve an exchange of equivalent value to the extent not exceeding ten percent (10%) of the overall fair market value of the more valuable asset or assets, with any Net Cash Proceeds received subject to Section 2.3(f); and,

(y) Any other Dispositions of property to Persons that are not Affiliates of any Loan Party, with all such property disposed of pursuant to this clause (y) not to exceed a value of $5,000,000 in any fiscal year, determined by the greater of (i) the aggregate fair market value or (ii) carrying value of such property, which in each case, (x) are sold for fair market value and for cash and (y) with the Net Cash Proceeds thereof subject to Section 2.3(f).

Notwithstanding the foregoing, the Specified Disposition identified on Schedule A-4 hereto shall be deemed a Permitted Disposition for all purposes hereunder provided (x) the final terms of the Specified Disposition are substantially the same as the terms set forth on Schedule A-4 hereto or have otherwise been approved by the Agent (at the direction of the Required Lenders in their sole discretion), and (y) the Net Cash Proceeds from the Specified Disposition are subject to Section 2.3(f) of this Agreement.

"Permitted Indebtedness" means:

(a) Indebtedness evidenced by this Agreement and the other Loan Documents;

(b) Indebtedness, incurred in the ordinary course of business, with respect to surety and appeal bonds, performance bonds, bid bonds, appeal bonds, completion guarantees and similar obligations incurred in the ordinary course of business,

(c) Indebtedness owed to any Person providing property, casualty, liability, or other insurance to any Loan Party, so long as the amount of such Indebtedness is not in excess of the amount of the unpaid cost of, and shall be incurred only to defer the cost of, such insurance for the year in which such Indebtedness is incurred and such Indebtedness is outstanding only during such year;

(d) Indebtedness incurred in the ordinary course of business in respect of Cash Management Services in an aggregate amount not to exceed Two Million Five Hundred Thousand Dollars ($2,500,000) outstanding at any time;

(e) Indebtedness held by another Loan Party that is subject to the Global Subordinated Intercompany Note;

(f) Indebtedness in connection with the purchase, sale, improvement or financing of Acquired Real Property, including without limitation pursuant to the mortgaging of any Acquired Real Property and any sale-leaseback transaction, in an aggregate principal amount not to exceed Five Million Dollars ($5,000,000) outstanding at any time;

(g) Indebtedness listed on Schedule 4.14 attached hereto;

(h) Subordinated Indebtedness incurred after the Closing Date (excluding any Indebtedness incurred pursuant to clause (l) of this definition of Permitted Indebtedness) that is otherwise permitted hereunder;

(i) Permitted Acquisition Indebtedness;

(j) (i) guaranties of Permitted Indebtedness incurred by another Loan Party, or (ii) guaranties of Permitted Indebtedness incurred by a Springing Loan Party, provided no creditor with respect to the Permitted Indebtedness incurred by such Springing Loan Party is an Affiliate or Insider of Borrower or any of its Subsidiaries;

(k) Indebtedness issued by Borrower or any Subsidiary after the Closing Date (other than (i) any Indebtedness in respect of the Subordinated Notes and (ii) the Obligations, to the extent owed to Affiliated Lenders) to current or former officers, directors, employees, managers and consultants, and their respective estates, spouses or former spouses, of Borrower or any Subsidiary, incurred in the ordinary course of business up to an aggregate principal amount of $500,000 outstanding at any time;

(l) Indebtedness under the Subordinated Notes, subject to the Intercreditor Agreement or subordination terms acceptable to the Agent (at the direction of the Required Lenders) (including any unsecured Indebtedness that is exchanged for any Subordinated Notes), provided that the aggregate outstanding principal amount thereof shall not exceed $140,000,000; provided that, for the avoidance of doubt, such Indebtedness may be incurred in connection with a Permitted Acquisition so long as the Agent receives a perfected first-priority Lien on the assets subject to such acquisition (unless Borrower or any of its Subsidiaries incurs any Indebtedness in connection with such Permitted Acquisition pursuant to clause (i) of this definition of Permitted Indebtedness);

(m) Acquired Indebtedness;

(n) Indebtedness owed to any Person providing workers' compensation, health, disability or other employee benefits or property, casualty or liability insurance, pursuant to reimbursement or indemnification obligations to such Person, in each case incurred in the ordinary course of business;

(o) reasonable and customary indemnification obligations incurred in the ordinary course of business or pursuant to a transaction otherwise permitted under this Agreement, to the extent constituting Indebtedness;

(p) deferred taxes to the extent constituting Indebtedness;

(q) [reserved];

(r) Permitted Refinancing Indebtedness;

(s) Cannabis Facility Finance Lease Indebtedness;

(t) Indebtedness in respect of Excluded Property;

(u) (i) Indebtedness incurred by Jushi Europe SA and/or its Subsidiaries in an amount that shall not exceed the amount of Indebtedness listed on Schedule 1.1(c) and interest on any such Indebtedness (but excluding intercompany Indebtedness) at any one time outstanding, (ii) up to $500,000 for expenses relating to the Jushi Europe Proceeding; and (iii) Indebtedness between Excluded Subsidiaries

(v) Indebtedness under the Arlington Loan Agreement in an aggregate principal amount not to exceed $6,627,364 at any one time outstanding;

(w) Indebtedness in connection with the Specified Lease existing on the Closing Date in an aggregate amount not to exceed $43,326,387.31 plus, upon the occurrence of an Adult Use Trigger Event in the Commonwealth of Pennsylvania, an aggregate amount not to exceed $10,000,000 to the extent such additional amount is used with respect to improvements to the Scranton Property, with the amount of such additional Indebtedness to be determined on an as-funded or as-incurred basis regardless of the treatment of such Indebtedness on Borrower's financial statements;

(x) Indebtedness in connection with (1) financing of the Manassas Property in an aggregate principal amount not to exceed at any time the lesser of (i) 60% of the fair market value of the Manassas Property at the time of incurrence and (ii) $30,000,000 (provided, for the avoidance of doubt, that this cap may not be adjusted upward due to subsequent appraisals of the Manassas Property); and (2)

if applicable, the construction costs in connection with additional construction with respect to the Manassas Property in an aggregate principal amount not to exceed (i) prior to the occurrence of an Adult Use Trigger Event in the Commonwealth of Virginia, the lesser of (A) 60% of the fair market value of the Manassas Property at the time of incurrence and (B) $3,000,000 or (ii) upon the occurrence of an Adult Use Trigger Event in the Commonwealth of Virginia, the lesser of (A) 60% of the fair market value of the Manassas Property at the time of incurrence and (B) $10,000,000, and in connection with such Indebtedness Agent and/or the Lenders, as applicable, shall use commercially reasonable efforts to enter into an intercreditor agreement and/or such other documentation reasonably requested by any prospective lender and in form and substance acceptable to the Agent (at the direction of the Required Lenders) to establish the relative priority of Liens on the Manassas Property, provided that no Loan Party other than Dalitso, LLC, JREHVA, LLC, Jushi VA, LLC or Borrower may become an obligor or guarantor of any Indebtedness incurred under the FVC Loan Agreement;

(y) Permitted Purchase Money Indebtedness in an aggregate outstanding principal amount not to exceed $5,000,000, plus (x) an additional aggregate principal amount not to exceed $5,000,000 upon the occurrence of an Adult Use Trigger Event in the Commonwealth of Pennsylvania (solely to the extent that the proceeds of such Indebtedness are used with respect to operations of the Loan Parties in the Commonwealth of Pennsylvania), and (y) an additional aggregate principal amount not to exceed $5,000,000 upon the occurrence of an Adult Use Trigger Event in the Commonwealth of Virginia (solely to the extent that the proceeds of such Indebtedness are used with respect to operations of the Loan Parties in the Commonwealth of Virginia);

(z) Additional Indebtedness (including Permitted Acquisition Indebtedness) in an aggregate principal amount not to exceed $3,000,000;

(aa) Indebtedness under the Dickson City Loan Agreement in an aggregate principal amount not to exceed $2,745,193 at any one time outstanding;

(bb) Indebtedness in respect of any mortgage financing or sale-leaseback arrangement with respect to the Toledo Property in an aggregate amount not to exceed at any time the lesser of (i) 60% of the fair market value of the Toledo Property at the time of incurrence (as determined by Borrower in its sole but reasonable discretion) and (ii) $10,000,000; provided that such Indebtedness matures not less than one (1) year after the Maturity Date and has an interest rate not to exceed eleven percent (11%) per annum, payable in cash;

(cc) Indebtedness of Borrower or any Subsidiary in an aggregate principal amount or liquidation preference outstanding at the time of incurrence, together with any Permitted Refinancing in respect thereof incurred pursuant to clause (r) of this definition of Permitted Indebtedness, not greater than an amount equal to 100% of the amount of net cash proceeds received by Borrower and its Subsidiaries since immediately after the Closing Date from Specified Contributions to the extent such Specified Contributions have not otherwise been applied in accordance with the express terms hereof;

(dd) Indebtedness of Borrower or any Subsidiary incurred to finance a Permitted Acquisition or incremental Capital Expenditures in an amount not to exceed the amount of Retained ECF and Declined ECF Proceeds actually used to fund any such transaction.

provided that in no event shall (1) Jushi Europe SA and/or its Subsidiaries be permitted to incur any Indebtedness under this definition of Permitted Indebtedness other than Indebtedness permitted by clauses (u)(i) and (ii) above and (2) any Loan Party be permitted to incur any Indebtedness under this definition

of "Permitted Indebtedness" with respect to the Manassas Property or secured by a Lien on any property constituting the Manassas Property, other than Indebtedness permitted by clause (x) above, provided that, for the avoidance of doubt, this subclause (2) does not prohibit any Loan Party from incurring any Permitted Purchase Money Indebtedness or other Indebtedness for equipment that is used and/or stored on the Manassas Property or fixtures that are attached to the Manassas Property .

"Permitted Investments" means:

(a) Investments in cash and Cash Equivalents;

(b) Investments in negotiable instruments deposited or to be deposited for collection in the ordinary course of business and consistent with past practice;

(c) advances (including to trade creditors) made in connection with purchases of goods or services in the ordinary course of business;

(d) Stock or other securities acquired in connection with the satisfaction or enforcement of Indebtedness (including in connection with the Employee Notes) or claims due or owing to a Loan Party (in bankruptcy of customers or suppliers or otherwise outside the ordinary course of business) or as security for any such Indebtedness or claims; *provided* that any such Investments in Stock or other securities acquired outside of a bankruptcy, insolvency or other formal debt enforcement proceeding shall not exceed $2,000,000 at any one time outstanding;

(e) deposits of cash made in the ordinary course of business to secure performance of operating leases by Borrower or another Loan Party that is lessee under such lease;

(f) Investments by a Loan Party in another Loan Party;

(g) Investments by a Loan Party in an Excluded Subsidiary that is wholly-owned by a Loan Party in connection with the leasing of real property provided such leasing serves some demonstrable business justification in accordance with the nature of the Loan Parties' business as set forth on Schedule 7.6;

(h) to the extent constituting an Investment, transactions otherwise permitted by Section 7.1, 7.3 and 7.8;

(i) Investments in connection with the development of the Manassas Property not to exceed, on a cumulative basis, $5,000,000, *plus* net cash proceeds from Specified Contributions received by Borrower and its Subsidiaries since immediately after the Closing Date to the extent such Specified Contributions have not otherwise been applied in accordance with the terms hereof,

(j) Permitted Acquisition Investment Loans in an amount not to exceed: (i) $5,000,000 in the aggregate at any time outstanding, *plus* (ii) net cash proceeds from Specified Contributions received by Borrower and its Subsidiaries since immediately after the Closing Date to the extent such Specified Contributions have not otherwise been applied in accordance with the terms hereof, *plus* (iii) the amount of Retained ECF and Declined ECF Proceeds to the extent such Retained ECF and Declined ECF Proceeds have not otherwise been applied in accordance with the terms hereof, provided that any Permitted Acquisition Investment Loans that are subject to a Terminated Permitted Acquisition shall thereafter automatically convert into Unrecovered Permitted Acquisition Investment Loans and shall be subject to the Shared Cap;

(k) Permitted Acquisition Investments in an amount not to exceed: (i) $6,500,000 in the aggregate at any time outstanding, *plus* (ii) an additional $2,000,000 upon closing of the Specified Disposition, *plus* (iii) net cash proceeds from Specified Contributions received by Borrower and its Subsidiaries since immediately after the Closing Date to the extent such Specified Contributions have not otherwise been applied in accordance with the terms hereof, *plus* (iv) an amount not to exceed the amount of Retained ECF and Declined ECF Proceeds to the extent such Retained ECF and Declined ECF Proceeds have not otherwise been applied in accordance with the terms hereof, provided that any Permitted Acquisition Investments that are subject to a Terminated Permitted Acquisition shall thereafter automatically convert into Unrecovered Permitted Acquisition Investments and shall be subject to the Shared Cap;

(l) Investments in Acquired Real Property and the improvement of same, in an amount not to exceed $5,000,000 in cash; and

(m) other Investments not to exceed $1,000,000 in the aggregate at any time outstanding, *plus* the net cash proceeds from Specified Contributions received by Borrower and its Subsidiaries since immediately after the Closing Date to the extent such Specified Contributions have not otherwise been applied in accordance with the express terms hereof;

provided, however, that in no event shall any Loan Party be permitted to make an Investment under this definition of "Permitted Investments" with respect to the Manassas Property, other than Investments permitted by clause (i) above, provided that, for the avoidance of doubt, this clause does not prohibit any Loan Party from making any Permitted Investment for equipment that is used and/or stored on the Manassas Property or fixtures that are attached to the Manassas Property.

"Permitted Liens" means:

(a) Agent's Liens;

(b) Liens for unpaid Taxes that either (i) are not yet delinquent, or (ii) do not have priority over Agent's Liens and the underlying Taxes are the subject of Permitted Protests;

(c) judgment Liens arising solely as a result of the existence of judgments, orders, or awards that do not constitute an Event of Default under Section 9.1(g) of this Agreement;

(d) Liens set forth on Schedule P-1, *provided that* to qualify as a Permitted Lien, any such Lien described on Schedule P-1 shall only secure the Indebtedness that it secures on the Closing Date or any Indebtedness such Liens are contractually obligated to secure on the Closing Date;

(e) the interests of lessors under operating leases and UCC financing statements filed as a precautionary measure in connection with operating leases or consignment of goods;

(f) easements, rights-of-way, zoning restrictions, minor defects or irregularities in title and other similar encumbrances, none of which interfere in any material respect with the ordinary course of business of the Loan Parties (taken as a whole);

(g) Liens arising by operation of law in favor of warehousemen, landlords, carriers, mechanics, materialmen, laborers, repairmen, workmen or suppliers, or other statutory Liens, incurred in the ordinary course of business and not in connection with the borrowing of money, and which Liens either are for sums not yet delinquent or are subject to Permitted Protest;

(h) Liens on amounts pledged or deposited in connection with obtaining worker's compensation or other unemployment insurance;

(i) Liens on amounts deposited to secure any Loan Party's obligations in connection with the making or entering into of bids, tenders, trade contracts (other than for borrowed money), government contracts, statutory obligations, leases and other obligations of a like nature, or leases in the ordinary course of business and not in connection with the borrowing of money;

(j) Liens on amounts deposited to secure any Loan Party's obligations as security for surety, stay, custom, appeal performance and return of money bonds, and bonds of a like nature, in connection with obtaining such bonds in the ordinary course of business;

(k) non-exclusive licenses of Intellectual Property in the ordinary course of business;

(l) [Reserved];

(m) Liens securing obligations under the Subordinated Notes so long as such Liens are subject and subordinate to the Lender Group's Lien under the Loan Documents pursuant to the Intercreditor Agreement;

(n) [Reserved];

(o) Liens on deposit accounts granted or arising in the ordinary course of business in favor of depositary banks maintaining such deposit accounts solely to secure customary account fees and charges payable with respect to such Deposit Accounts and overdrafts not in violation of this Agreement;

(p) Permitted Priority Liens;

(q) [Reserved];

(r) Liens securing Indebtedness incurred pursuant to clauses (e), (h) and (l) of the definition of Permitted Indebtedness;

(s) Liens on the assets of Jushi Europe SA and/or its Subsidiaries securing Indebtedness incurred pursuant to clauses (u)(i) and (ii) of the definition of Permitted Indebtedness;

(t) Liens on the assets of any Loan Party other than the owner of the Manassas Property securing any Permitted Refinancing of Indebtedness in respect of the FVC Loan Agreement, *provided* that (i) FVCBank is not a lender in respect of such Permitted Refinancing, (ii) such Liens are subordinate to Agent's Liens and (iii) the lender or agent, as applicable, in respect of such Permitted Refinancing is party to an intercreditor agreement with the Agent in form and substance reasonably acceptable to the Agent (acting at the direction of the Required Lenders); and

(u) Other Liens as to which the aggregate amount of the obligations secured thereby does not exceed $3,000,000.

"Permitted Priority Liens" means the following:

(a) statutory Permitted Liens which are non-consensual;

(b) Liens on the Manassas Property securing Indebtedness incurred pursuant to clause (x) of the definition of Permitted Indebtedness, *provided* that to the extent such Indebtedness is a Permitted Refinancing of Indebtedness under the FVC Loan Agreement, such refinanced Liens shall only constitute Permitted Priority Liens to the extent that the Agent holds a perfected second-priority Lien on the Manassas Property for the benefit of the Lenders pursuant to a Mortgage and Mortgage Supporting Documents in form and substance reasonably satisfactory to the Agent (at the direction of the Required Lenders);

(c) Liens on the Arlington Property securing Indebtedness incurred pursuant to clause (v) of the definition of Permitted Indebtedness, *provided* that to the extent such Indebtedness is a Permitted Refinancing of Indebtedness under the Arlington Loan Agreement, such refinanced Liens shall only constitute Permitted Priority Liens to the extent that the Agent holds a perfected second-priority Lien on the Arlington Property for the benefit of the Lenders pursuant to a Mortgage and Mortgage Supporting Documents in form and substance reasonably satisfactory to the Agent (at the direction of the Required Lenders);

(d) Liens on the Dickson City Property securing Indebtedness incurred pursuant to clause (aa) of the definition of Permitted Indebtedness, *provided* that to the extent such Indebtedness is a Permitted Refinancing of Indebtedness under the Dickson City Loan Agreement, such refinanced Liens shall only constitute Permitted Priority Liens to the extent that the Agent holds a perfected second-priority Lien on the Dickson City Property for the benefit of the Lenders pursuant to a Mortgage and Mortgage Supporting Documents in form and substance reasonably satisfactory to the Agent (at the direction of the Required Lenders);

(e) Liens on the Toledo Property securing Indebtedness incurred pursuant to clause (bb) of the definition of Permitted Indebtedness, *provided* that such Liens shall only constitute Permitted Priority Liens to the extent that the Agent holds a perfected second-priority Lien on the Toledo Property for the benefit of the Lenders pursuant to a Mortgage and Mortgage Supporting Documents in form and substance reasonably satisfactory to the Agent (at the direction of the Required Lenders), and provided further that the Agent (at the direction of the Required Lenders) shall use commercially reasonable efforts to enter into an intercreditor agreement between Agent and any lender or agent that holds the perfected first-priority Lien on the Toledo Property as required pursuant to subclause (vi) of the definition of Mortgage Supporting Documents; and;

(f) Liens securing Permitted Purchase Money Indebtedness;

(g) Liens securing Permitted Acquisition Indebtedness; *provided* that any such Lien attaches only to those assets acquired in such Permitted Acquisition and/or the Stock of a Springing Loan Party that is a party to the applicable Permitted Acquisition; *provided further* that such Liens shall only constitute Permitted Priority Liens to the extent that the Agent holds a perfected second-priority Lien on the assets acquired in such Permitted Acquisition and/or the Stock of a Springing Loan Party that is a party to the applicable Permitted Acquisition, as applicable;

(h) Liens securing Cannabis Facility Finance Lease Indebtedness; *provided* that such Liens shall only constitute Permitted Priority Liens to the extent that the Agent holds a perfected second-priority Lien on such assets and/or Stock;

(i) Liens securing Acquired Indebtedness; provided such Liens have the same priority as existed immediately prior to the Permitted Acquisition pursuant to which such Acquired Indebtedness was acquired;

(j) Liens on Excluded Property, including the interests of lessors under Finance Leases;

(k) Liens in connection with the purchase, sale, improvement or financing of any Acquired Real Property, and which may include, without limitation, the mortgaging of any such property and any sale-leaseback transactions, securing Indebtedness that constitutes Permitted Indebtedness and which (subject to subclause (t) of the definition of Permitted Liens with respect to the Manassas Property) is solely secured by such Acquired Real Property; and

(l) the Liens existing on the Closing Date that are expressly noted on Schedule P-1 as being Permitted Priority Liens.

"Permitted Protest" means the right of Borrower or any of its Subsidiaries to protest any Lien (other than any Lien that secures the Obligations), taxes (other than payroll taxes or taxes that are the subject of a United States federal tax lien) or rental payment, *provided that* (a) a reserve with respect to such obligation is established on Borrower's or any of its Subsidiaries' books and records in such amount as is required under GAAP, (b) any such protest is instituted promptly and prosecuted diligently by Borrower or its Subsidiaries, as applicable, in good faith, and (c) the Required Lenders are reasonably satisfied that, while any such protest is pending, there will be no material impairment of the enforceability, validity, or priority of any of Agent's Liens or result in a Material Adverse Effect. Permitted Protests shall expressly include the tax matter disclosed in "Note 20 – Income Taxes" in the Borrower's Annual Report on Form 10-K for the year ended December 31, 2023 and the tax matter set forth on Schedule P-2.

"Permitted Purchase Money Indebtedness" means, as of any date of determination, Indebtedness incurred after the Closing Date and at the time of, or within one hundred eighty (180) days after, the acquisition of any fixed or capital assets (excluding for the avoidance of doubt any Excluded Property) for the purpose of financing all or any part of the acquisition cost of such fixed or capital assets.

"Permitted Refinancing Indebtedness" means Indebtedness incurred refinancing or extending the term of the Indebtedness described in clauses (a) through (dd) (excluding (l) and (cc)) in the definition of "Permitted Indebtedness"; *provided* such Indebtedness (i) has an aggregate outstanding principal amount that is no greater than the aggregate principal amount of the Indebtedness being refinanced or extended, except by an amount equal to the unpaid accrued interest and premium thereon, defeasance costs and other reasonable amounts paid and fees and expenses incurred in connection therewith, (ii) except as set forth in subclause (t) of the definition of Permitted Liens with respect to the Manassas Property, is not secured by a Lien on any assets other than the collateral securing the Indebtedness being refinanced or extended, (iii) does not include any obligors other than obligors with respect to the Indebtedness being refinanced or extended, (iv) is payment and/or Lien subordinated to the Term Loans at least to the same extent and in the same manner as the Indebtedness being refinanced or extended, and (v) does not have a stated maturity or weighted average life that is earlier than the Indebtedness being refinanced or extended.

"Petty Cash Accounts" means Deposit Accounts with deposits at any time in an amount not in excess of $1,000,000 for any one account and $5,000,000 in the aggregate for all such accounts.

"Person" means natural persons, corporations, limited liability companies, limited partnerships, general partnerships, limited liability partnerships, joint ventures, trusts, land trusts, business trusts, or other organizations, irrespective of whether they are legal entities, and governments and agencies and political subdivisions thereof.

"Projections" means Borrower's and its Subsidiaries' forecasted (a) balance sheets, (b) profit and loss statements, and (c) cash flow statements, together with appropriate supporting details and a statement of underlying assumptions.

"Pro Rata Share" means, as of any date of determination, with respect to any Lender, the percentage obtained by dividing (i) the Term Loan Exposure of such Lender by (ii) the aggregate Term Loan Exposure of all Lenders, as the applicable percentage may be adjusted by assignments permitted pursuant to Section 15.1.

(m) "Proposed Alternative Financing" means any incremental Permitted Indebtedness evidenced by this Agreement and the other Loan Documents to be provided by New Accordion Lenders as an Accordion Increase pursuant to Section 2.12, including any issuance of Stock or equity-linked securities or modification of existing equity-linked securities owned by such New Accordion Lenders.

"Public Side Lender" has the meaning specified therefor in Section 6.1.

"Qualified Stock" means and refers to any Stock issued by Borrower (and not by one or more of their Subsidiaries) that is not a Disqualified Stock.

"Real Property" means any estates or interests in real property now owned or hereafter acquired (including any leasehold interest(s) relating thereto) by any Loan Party and the improvements thereto.

"Recipient" means (a) Agent, or (b) any Lender, as applicable.

"Register" has the meaning specified therefor in Section 15.1(a)(iii).

"Regulatory Authority" means each political subdivision authorized under Cannabis Law to regulate the growth, processing, testing, and sale of cannabis or medical marijuana in each state in which Borrower operates.

"Reinvestment Yield" means, with respect to the Called Principal of any Term Loan, 50 basis points (one-half of one percent) over the yield to maturity implied by (i) the yields reported as of 10:00 a.m., New York City time, on the second Business Day preceding the repayment or prepayment date with respect to such Called Principal, on the display designated as "Page PX1" on the Bloomberg Financial Market Service ("Bloomberg") (or such other display as may replace Page PX1 on Bloomberg) or, if Page PX1 (or such other display as may replace Page PX1 on Bloomberg) is unavailable, "Page 678" of the Telerate Access Service (or such other display as may replace Page 678 of the Telerate Access Service) for the most recently issued actively traded U.S. Treasury securities having a maturity equal to the Remaining Life of such Called Principal as of such repayment or prepayment date, or (ii) if such yields are not reported as of such time or the yields reported as of such time are not ascertainable (including by way of interpolation), the Treasury Constant Maturity Series Yields reported, for the latest day for which such yields have been so reported as of the second Business Day preceding the repayment or prepayment date with respect to such Called Principal, in Federal Reserve Statistical Release H.15 (519) (or any comparable successor publication) for actively traded U.S. Treasury securities having a

constant maturity equal to the Remaining Life of such Called Principal as of such repayment or prepayment date. Such implied yield will be determined, if necessary, by (a) converting U.S. Treasury bill quotations to bond equivalent yields in accordance with accepted financial practice and (b) interpolating linearly between (1) the actively traded U.S. Treasury security with the maturity closest to and greater than such Remaining Life and (2) the actively traded U.S. Treasury security with the maturity closest to and less than such Remaining Life. The Reinvestment Yield shall be rounded to two decimal places.

"Rejection Notice" has the meaning specified therefor in Section 2.3(f)(iii).

"Release" means any spilling, leaking, seepage, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, disposing, depositing, emanating or migrating in, into, onto or through the environment.

"Remaining Life" means, with respect to any Called Principal, the time (calculated to the nearest one-twelfth year) that will elapse between the date on which such Called Principal is to be repaid and the Make-Whole Expiry Date.

"Remaining Scheduled Payments" means, with respect to the Called Principal of any Term Loan, all payments of interest in respect of such Called Principal that would be due after the repayment or prepayment date through the Make-Whole Expiry Date with respect to such Called Principal if no payment of such Called Principal were made.

"Remedial Action" means all actions taken to (a) clean up, remove, remediate, contain, treat, monitor, assess, evaluate, or in any way address Hazardous Materials in the indoor or outdoor environment, (b) prevent or minimize a Release or threatened Release of Hazardous Materials so they do not migrate or endanger or threaten to endanger public health or welfare or the indoor or outdoor environment, (c) restore or reclaim natural resources or the environment, (d) perform any pre-remedial studies, investigations, or post-remedial operation and maintenance activities, or (e) conduct any other actions with respect to Hazardous Materials required by Environmental Laws.

"Replacement Lender" has the meaning specified therefor in Section 2.11(b).

"Reportable Event" means any of the events set forth in Section 4043(c) of ERISA, other than events for which the thirty (30) day notice period has been waived.

"Required Lenders" means, at any time, Lenders having or holding more than fifty percent (50.00%) of the aggregate Term Loan Exposure of all Lenders (subject to Section 2.2(f) in respect of Defaulting Lenders); *provided* that so long as any Material Lenders have or hold at least twenty-five percent (25.00%) of the aggregate Term Loan Exposure of all Lenders, calculated without giving effect to any Term Loan Exposure with respect to the Accordion Increase (unless any such Term Loan Exposure with respect to the Accordion Increase is held by Material Lenders) (subject to Section 2.2(f) in respect of Defaulting Lenders), such Material Lenders shall be included in the calculation of "Required Lenders"; *provided further* that to the extent that Affiliated Lenders have or hold in excess of forty-five percent (45.00%) of the aggregate Term Loan Exposure of all Lenders (subject to Section 2.2(f) in respect of Defaulting Lenders), the amount of the aggregate Term Loan Exposure in excess of forty-five percent (45.00%) of such aggregate Term Loan Exposure held by Affiliated Lenders shall not be included in the calculation of "Required Lenders".

"Restricted Payment" means to (a) declare or pay any dividend or make any other payment or distribution, directly or indirectly, on account of Stock issued by any other Loan Party (including any payment in connection with any merger or consolidation involving any Loan Party) or to the direct or indirect holders of Stock issued by any Loan Party in their capacity as such (other than: (i) dividends or distributions payable in Qualified Stock issued by a Loan Party; (ii) dividends or other payments an Acquired Loan Party is contractually obligated to make and such contractual obligation was not created in contemplation of avoiding the contractual obligations of the Loan Parties under the Loan Documents or (iii) dividends or other payments from a Subsidiary to Borrower or another Loan Party; (b) purchase, redeem, make any sinking fund or similar payment, or otherwise retire for value any Stock issued by any Loan Party except in connection with and to the extent necessary to effectuate Borrower's or its Affiliate's listing on a public securities market in the United States, including without limitation the New York Stock Exchange or the NASDAQ; (c) make any payment to retire, or to obtain the surrender of, any outstanding warrants, options, or other rights to acquire Stock of any Loan Party now or hereafter outstanding, except: (1) in connection with the repayment or forgiveness of the Employee Notes; or (2) in connection with and to the extent necessary to effectuate Borrower's or its Affiliate's listing on a public securities market in the United States, including without limitation the New York Stock Exchange or the NASDAQ, (d) make, or cause or suffer to permit any Loan Party to make, any payment or prepayment of principal of, premium, if any, or interest on, or redemption, purchase, retirement, defeasance (including in-substance or legal defeasance), sinking fund or similar payment with respect to, any Subordinated Indebtedness (including, without limitation, Indebtedness under the Subordinated Notes except as permitted hereunder or under the Intercreditor Agreement), provided that this subsection (d) shall not prohibit any Loan Party from forgiving or making "gross-up" or similar payments in connection with the Employee Notes (including with respect to all Taxes associated with the Employee Notes and the forgiveness thereof), which shall expressly be permitted hereunder, and (e) make any payment with respect to any earnout obligation or similar deferred or contingent obligation to employees, consultants, officers or directors of any Loan Party other than (1) pursuant to a Permitted Acquisition (so long as Borrower is in pro forma compliance with the financial covenants in Section 8 and no Event of Default has occurred and is continuing), (2) pursuant to a contractual arrangement in place prior to the Closing Date and which was not created in contemplation of avoiding the contractual obligations of the Loan Parties under the Loan Documents, or (3) bonuses, commissions, or similar payments to employees, consultants, officers and directors of the Loan Parties in the ordinary course of business pursuant to an employee stock option or other compensation plan or as may have been approved in writing by a majority of the independent members of such Loan Party's Board of Directors (or comparable governing body) or a committee thereof, and provided, for the avoidance of doubt, the provisions of this subsection shall not prohibit Borrower or any Subsidiary from paying earnouts or similar deferred or contingent obligations in connection with Permitted Acquisitions so long as Borrower is in pro forma compliance with the financial covenants in Section 8 and no Event of Default has occurred and is continuing). In no event shall: (x) ordinary course lease payments to third parties, (y) management and similar fees under leases with third parties, or (z) broker, underwriter and similar fees in connection with any offering of Stock of a Loan Party constitute Restricted Payments for any reason hereunder, and each of the foregoing clauses (x), (y) and (z) shall expressly be permitted hereunder in the ordinary course of business.

"Retained ECF" has the meaning specified therefor in Section 2.3(f)(iii).

"S&P" has the meaning specified therefor in the definition of Cash Equivalents.

"Sammartino" means Sammartino Investments LLC, a Delaware limited liability company.

"Sammartino Notes" means, collectively, (i) that certain Promissory Note, dated as of November 4, 2022, issued jointly and severally by Borrower and Valiant to Sammartino and (ii) that certain Promissory Note, dated as of September 10, 2021, issued jointly and severally by Borrower and Valiant to Sammartino, in each case as amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the Closing Date.

"Sanctioned Jurisdiction" means, at any time, a country, territory or geographical region which is itself the target of comprehensive Sanctions Laws (currently, Venezuela, Cuba, Iran, North Korea, Sudan, Syria and the Crime, the so-called Donetsk People's Republic and the so-called Luhansk People's Republic regions of Ukraine).

"Sanctioned Entity" means (a) a country, region or territory or a government of a country, region or territory, (b) an agency of the government of a country, region or territory, (c) an organization directly or indirectly controlled by a country, region or territory, or its government, (d) a Person resident in or determined to be resident in a country, region or territory, in each case, that is subject to a country, region or territory, as applicable, sanctions program administered and enforced by OFAC.

"Sanctioned Person" means any Person that is a designated target of any Sanctions Laws or is otherwise a subject of Sanctions Laws, including as a result of being (i) owned, held or controlled by any Person which is a designated target of Sanctions Laws, (ii) located or resident in, a national of, or organized under the laws of, any country that is subject to general or country-wide Sanctions Laws, or (iii) a Person named on the list of Specially Designated Nationals maintained by OFAC, or any Person owned fifty percent (50.00%) or more by one or more of such Persons.

"Sanctions Laws" means all Applicable Laws concerning or relating to economic or financial sanctions, requirements or trade embargoes imposed, administered or enforced from time to time by OFAC, including, but not limited to, the following (together with their implementing regulations, in each case, as amended from time to time): the International Security and Development Cooperation Act (ISDCA) (22 U.S.C. §23499aa-9 et seq.) and the Trading with the Enemy Act (TWEA) (50 U.S.C. §5 et seq.).

"Scranton Property" means that certain real property located at 2000 Rosanna Ave., Scranton, PA 18509, together with the improvements thereon.

"SEC" means the United States Securities and Exchange Commission and any successor thereto.

"Securities Account" means a securities account (as that term is defined in the Code).

"Security" means, collectively, all present and future guarantees and Liens granted by Borrower or any of its Subsidiaries to Agent as Security for all or any part of the Obligations.

"Shared Cap" means an amount not to exceed $20,000,000 at any given time in the aggregate for Acquired Indebtedness, Cannabis Facility Finance Lease Indebtedness, Permitted Acquisition Indebtedness, Unrecovered Permitted Acquisition Investment Loans and Unrecovered Permitted Acquisition Investments.

"Solvent" means, with respect to any Person as of any date of determination, that (a) at fair valuations, the sum of such Person's debts (including contingent liabilities) is less than all of such Person's assets, (b) such Person is not engaged or about to engage in a business or transaction for which

the remaining assets of such Person are unreasonably small in relation to the business or transaction or for which the property remaining with such Person is an unreasonably small capital, and (c) such Person has not incurred and does not intend to incur, or reasonably believe that it will incur, debts beyond its ability to pay such debts as they become due (whether at maturity or otherwise), and (d) such Person is "solvent" or not "insolvent", as applicable within the meaning given those terms and similar terms under Applicable Laws relating to fraudulent transfers and conveyances. For purposes of this definition, the amount of any contingent liability at any time shall be computed as the amount that, in light of all of the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability (irrespective of whether such contingent liabilities meet the criteria for accrual under Statement of Financial Accounting Standard No. 5).

"Specified Contribution" means the cash or Cash Equivalents (valued at their fair market value as determined in good faith by senior management or the Board of Directors of Borrower) received by Borrower after the Closing Date from (i) contributions to its common equity capital and (ii) the sale (other than to a Subsidiary of Borrower or to any Subsidiary management equity plan or stock option plan or any other management or employee benefit plan or agreement) of Stock (other than Disqualified Stock) of Borrower, in each case designated as Specified Contributions pursuant to a certificate of the chief executive officer or chief financial officer of Borrower, which certificate shall also certify that such Specified Contributions shall be applied in accordance with the express terms hereof and identify the provisions hereof that expressly permit such application.

"Specified Disposition" means the disposition set forth on Schedule A-4 hereof.

"Specified Event of Default" has the meaning specified therefor in Section 2.3(g)(iii).

"Specified Indebtedness Repayment Offer" has the meaning specified therefor in Section 7.7.

"Specified Indebtedness Repayment Offer Notice" has the meaning specified therefor in Section 7.7.

"Specified Indebtedness Repayment Offer Price" has the meaning specified therefor in Section 7.7.

"Specified Lease" means that certain Lease Agreement, dated April 6, 2018 by and between IIP-PA 1, LLC, a Delaware limited liability company and Pennsylvania Medical Solutions, LLC, a Pennsylvania limited liability company.

"Springing Loan Party" means an Excluded Subsidiary that will become a Loan Party upon the closing of a Permitted Acquisition and/or the satisfaction of certain other conditions precedent, with the name of such Excluded Subsidiary and the conditions precedent set forth on Schedule A-5 hereof, which may be updated from time to time by Borrower with the reasonable approval of Agent (at the direction of the Required Lenders).

"Stock" means, with respect to a Person, all of the shares, options, warrants, interests, participations, or other equivalents (regardless of how designated) of or in such Person, whether voting or nonvoting, including capital stock (or other ownership or profit interests or units), preferred stock, or any other "equity security" (as such term is defined in Rule 3a11-1 of the General Rules and Regulations promulgated by the SEC under the Exchange Act).

"Subordinated Indebtedness" means Indebtedness contractually subordinated or expressly junior in right of payment to the Obligations, pursuant to a subordination and intercreditor agreement in form and substance reasonably satisfactory to the Required Lenders.

"Subordinated Notes" means the 12% Second Lien Notes due December 7, 2026 issued by Borrower pursuant to, and governed by, the Subordinated Notes Indenture, as may be amended, supplemented or otherwise modified from time to time pursuant to the terms thereof.

"Subordinated Notes Indenture" means that certain Trust Indenture, dated as of December 7, 2022, between Borrower, as issuer, and the Subordinated Notes Trustee, as the same may be amended, supplemented or otherwise modified from time to time, providing for the issue of the Subordinated Notes.

"Subordinated Notes Loan Documents" means the Subordinated Notes, the Subordinated Notes Indenture, the Subordinated Notes Security Agreement, and such other instrument or agreement entered into, now or in the future, in connection with the Subordinated Notes, in each case, as the same may be amended, supplemented or otherwise modified from time to time.

"Subordinated Notes Security" means the Lien granted to for the benefit of the holders of the Subordinated Notes under the Subordinated Notes Security Agreement.

"Subordinated Notes Security Agreement" means that certain Guaranty and Collateral Security Agreement, dated as of December 7, 2022, executed and delivered by Borrower and certain Subsidiaries of Borrower identified as Grantors therein, to Acquiom Agency Services, LLC, as collateral agent for the holders of the Subordinated Notes, as the same may be amended, supplemented or otherwise modified from time to time, which will provide, among other things, that the Subordinated Notes Security shall be subject and subordinate to the Lender Group's Lien with respect to any common Collateral.

"Subordinated Notes Trustee" means Odyssey Trust Company.

"Subsidiary" of a Person means a corporation, partnership, limited liability company, or other entity in which that Person directly or indirectly owns or controls the Stock having ordinary voting power to elect a majority of the Board of Directors of such corporation, partnership, limited liability company, or other entity. Unless otherwise indicated, any use of the term Subsidiary means a Subsidiary of Borrower; *provided* that Jushi Europe and each Subsidiary of Jushi Europe shall be deemed to not be a Subsidiary of any Loan Party.

"Synthetic Lease" means (a) a so-called "synthetic", "off-balance sheet" or "tax retention" lease; or (b) an agreement for the use or possession of property creating Obligations that do not appear on the balance sheet of such Person but, upon the insolvency or bankruptcy of such Person, would be characterized as the indebtedness of such Person (without regard to accounting treatment).

"Target" has the meaning specified therefor in the definition of "Permitted Acquisition".

"Tax Lender" has the meaning specified therefor in Section 16.2(a).

"Taxes" means all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), fees, assessments or other charges imposed by any Governmental Authority or Regulatory Authority, including any interest, additions to tax or penalties applicable thereto.

"Term Loan Amount" means forty-eight million five hundred thousand Dollars ($48,500,000) *less* the Original Issue Discount.

"Term Loans" has the meaning specified therefor in Section 2.1(a).

"Term Loan Exposure" means, with respect to any Lender, as of any date of determination, the outstanding principal amount of the Term Loan held by such Lender at such time.

"Terminated Permitted Acquisition" means a Permitted Acquisition that is terminated prior to closing.

"Title Insurance Policy" means a mortgagee's loan policy, in form and substance satisfactory to Agent (at the direction of the Required Lenders), together with all reasonable endorsements made from time to time thereto, issued to Agent by or on behalf of a title insurance company selected by or otherwise satisfactory to Agent (at the direction of the Required Lenders) (the "Title Insurance Company"), insuring the Lien created by a Mortgage in an amount and on terms and with such endorsements satisfactory to Agent (at the direction of the Required Lenders), subject to Permitted Liens, delivered to Agent.

"Toledo Property" means that certain real property located at 367-433 East State Line Road, Toledo, OH 43612, together with the improvements thereon.

"United States" means the United States of America.'

"Unrecovered Permitted Acquisition Investment Loans" means Permitted Acquisition Investment Loans made in connection with a Permitted Acquisition that have not been recovered by a Loan Party following a Terminated Permitted Acquisition.

"Unrecovered Permitted Acquisition Investments" means Permitted Acquisition Investments made in connection with a Permitted Acquisition that have not been recovered by a Loan Party following a Terminated Permitted Acquisition.

"U.S. Person" means any Person that is a "United States Person" as defined in Section 7701(a)(30) of the IRC.

"U.S. Tax Compliance Certificate" has the meaning specified therefor in Section 17.11(f)(B)(3).

"Valiant" means Valiant Enterprises, LLC, a Massachusetts limited liability company.

"Voidable Transfer" has the meaning specified therefor in Section 18.6.

"Warrants" means the warrants to purchase common stock of Borrower issued by Borrower to the Lenders on the Closing Date.

"Write-Down and Conversion Powers" means, with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule.

1.2 **Accounting Terms**. All accounting terms not specifically defined herein shall be construed in accordance with GAAP. When used herein, the term "financial statements" shall include the notes and schedules thereto. Whenever the term "Borrower" is used in respect of a financial covenant or a related definition, it shall be understood to mean Borrower and its Subsidiaries on a consolidated basis, unless the context clearly requires otherwise. Notwithstanding anything to the contrary contained herein, (a) all financial statements delivered hereunder shall be prepared, and all financial covenants contained herein shall be calculated, without giving effect to (i) any election under Accounting Standards Codification 825-10-25 (or any similar accounting principle or other Accounting Standards Codification or Financial Accounting Standard having a similar result or effect) permitting a Person to value its financial liabilities or Indebtedness at the fair value thereof or (ii) any treatment of Indebtedness with respect to convertible debt instruments under Accounting Standards Codification 470-20 (or any other Accounting Standards Codification or Financial Accounting Standard having a similar result or effect) to value any such Indebtedness in a reduced or bifurcated manner as described therein, and such Indebtedness shall at all times be valued at the full stated principal amount thereof and (b) the term "unqualified opinion" as used herein to refer to opinions or reports provided by accountants means an opinion or report that does not include any qualification or supplemental comment concerning the ability of the applicable Person to continue as a going concern or concerning the scope of the audit.

1.3 **Code**. Any terms used in this Agreement that are defined in the Code shall be construed and defined as set forth in the Code unless otherwise defined herein; *provided that* to the extent that the Code is used to define any term herein and such term is defined differently in different Articles of the Code, the definition of such term contained in Article 9 of the Code shall govern.

1.4 **Construction**. Unless the context of this Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Agreement or any other Loan Document refer to this Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth 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. Any reference herein or in any other Loan Document to the satisfaction, prepayment, repayment, or payment in full of the Obligations means (a) the payment or repayment in full in immediately available funds of (i) the principal amount of, and interest accrued and unpaid with respect to, all outstanding Loans, together with the payment of any premium applicable to the repayment of the Loans, including, without limitation, any Make-Whole Amount and Exit Premium, (ii) all Lender Group Expenses that have accrued and are unpaid (other than contingent obligations in respect of which no claim has been made), (iii) all fees or charges that have accrued hereunder or under any other Loan Document and are unpaid, (b) the receipt by Agent of cash collateral in order to secure any other contingent Obligations for which a claim or demand for payment has been made on or prior to such time or in respect of matters or circumstances known to Agent or a Lender at such time that are reasonably expected to result in any loss, cost, damage, or expense (including attorneys' fees and legal expenses), such cash collateral to be in such amount as Agent reasonably determines is appropriate to secure such contingent Obligations, and (c) the termination of all

of the Commitments of the Lenders to Borrower hereunder. Any reference herein to any Person shall be construed to include such Person's successors and permitted assigns. The words "fair market value," with respect to any real property, as of any date of determination, shall be construed to mean the fair market value thereof as determined in an appraisal dated no more than one year prior to such date of determination, which appraisal shall be in form and substance, and issued by an independent appraiser, in each case, reasonably acceptable to the Agent (at the direction of the Required Lenders) .

1.5 **Schedules and Exhibits**. All of the schedules and exhibits attached to this Agreement shall be deemed incorporated herein by reference.

2. **LOAN AND TERMS OF PAYMENT.**

2.1 **Term Loans**.

(a) **Term Loans.** Subject to the terms and conditions of this Agreement, including the satisfaction (or waiver) of all conditions precedent specified in Section 3.1, and in reliance upon the representations and warranties of the Loan Parties contained herein, on the Closing Date, each Lender agrees (severally, not jointly or jointly and severally) to make a single term loan advance in an amount equal to such Lender's Pro Rata Share of the Term Loan Amount (the "Term Loans").

(b) The Outstanding Amount of the Term Loans and all accrued and unpaid interest thereon shall be due and payable on the earlier of (i) the Maturity Date, (ii) at the election of the Required Lenders, the tenth (10^{th}) day following the occurrence of a Change of Control (*provided* that, with respect to this clause (b)(ii), in addition to the Outstanding Amount of the Term Loans and all accrued and unpaid interest thereon, the Exit Premium shall also be due and payable), and (iii) the date of the acceleration of the Term Loans in accordance with the terms hereof. Any principal amount of the Term Loans that is repaid or prepaid may not be reborrowed. All principal of, interest on, and other amounts payable in respect of the Term Loans shall constitute Obligations.

2.2 **Borrowing Procedures**.

(a) For the Term Loans, full execution of this Agreement by the parties hereto shall be deemed a written and completed request for the Term Loans by Borrower signed by an authorized officer of Borrower and an acceptance of such request by Agent, subject only to Borrower's satisfaction on the Closing Date of the conditions set forth in Section 3.1 hereof.

(b) [Reserved].

(c) [Reserved].

(d) [Reserved]

(e) [Reserved].

(f) **Defaulting Lenders**.

(i) Notwithstanding the provisions of Section 2.3(b)(ii), Borrower shall make any payments that, but for this Section 2.2(f), would be due and payable to a Defaulting Lender, directly to Agent, and Agent shall not be obligated to transfer to a Defaulting Lender any payments made by Borrower to Agent for the Defaulting Lender's benefit or any proceeds of Collateral that would

otherwise be remitted hereunder to the Defaulting Lender, and, in the absence of such transfer to the Defaulting Lender, Agent shall transfer any such payments (A) first, to each Non-Defaulting Lender ratably in accordance with their Pro Rata Share (but, in each case, only to the extent that such Defaulting Lender's portion of the funding obligation was funded by such other Non-Defaulting Lender), (B) to a suspense account maintained by Agent, the proceeds of which shall be retained by Agent, and (C) from and after the date on which all other Obligations have been paid in full, to such Defaulting Lender in accordance with Section 2.3(b)(ii)(J). Solely for the purposes of voting or consenting to matters with respect to the Loan Documents (including the calculation of Pro Rata Share in connection therewith), such Defaulting Lender shall be deemed not to be a "Lender" and such Lender's Pro Rata Share shall be deemed to be zero. The provisions of this Section 2.2(f) shall remain effective with respect to such Defaulting Lender until the earlier of (x) the date on which all of the Non-Defaulting Lenders, Agent, and Borrower shall have waived, in writing, the application of this Section 2.2(f) to such Defaulting Lender, and (y) the date on which such Defaulting Lender makes payment of all amounts that it was obligated to fund hereunder, pays to Agent all amounts owing by Defaulting Lender in respect of the amounts that it was obligated to fund hereunder, and, if requested by the Borrower, provides adequate assurance of its ability to perform its future obligations hereunder. The operation of this Section 2.2(f) shall not be construed to increase or otherwise affect the Commitment of any Lender, to relieve or excuse the performance by such Defaulting Lender or any other Lender of its duties and obligations hereunder, or to relieve or excuse the performance by any Loan Party of its duties and obligations hereunder to Agent or to the Lenders other than such Defaulting Lender. Any failure by a Defaulting Lender to fund amounts that it was obligated to fund hereunder shall constitute a material breach by such Defaulting Lender of this Agreement. In the event of a direct conflict between the priority provisions of this Section 2.2(f) and any other provision contained in this Agreement or any other Loan Document, it is the intention of the parties hereto that such provisions be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of any actual, irreconcilable conflict that cannot be resolved as aforesaid, the terms and provisions of this Section 2.2(f) shall control and govern.

(ii) Notwithstanding anything else set forth herein, during the time period that the provisions of this Section 2.2(f) shall remain effective with respect to a Defaulting Lender, if Borrower prepays all or any part of the principal balance as set forth in Section 2.3(e) or Section 2.3(f) during such time period, any Make-Whole Amount due and payable to any such Defaulting Lender in connection with such prepayment shall be deemed to have been irrevocably waived by such Defaulting Lender.

(g) **Independent Obligations.** It is understood that (i) no Lender shall be responsible for any failure by any other Lender to perform its obligation to make any Loan (or other extension of credit) hereunder, nor shall any Commitment of any Lender be increased or decreased as a result of any failure by any other Lender to perform its obligations hereunder, and (ii) no failure by any Lender to perform its obligations hereunder shall excuse any other Lender from its obligations hereunder.

2.3 **Payments; Termination of Commitments; Prepayments**.

(a) **Payments by Borrower.** Except as otherwise expressly provided herein, (i) all payments by Borrower due and payable to any Lender pursuant to this Agreement shall be made for the benefit of such Lender to Agent's Account (for subsequent distribution to each Lender) and shall be made in immediately available funds, no later than 2:00 p.m. (New York time) on the date specified herein and (ii) all payments by Borrower due and payable to Agent pursuant to this Agreement shall be made to Agent at Agent's Account and shall be made in immediately available funds, no later than 2:00 p.m. (New York time) on the date specified herein. Any payment received by Agent or any Lender later than 2:00

p.m. (New York time) shall be deemed to have been received (unless Agent or such Lender, as applicable, in its sole discretion, elects to credit it on the date received) on the following Business Day and any applicable interest or fee shall continue to accrue until such following Business Day; *provided that* the failure of Borrower to make a payment to Agent's Account on or before 2:00 p.m. (New York time) in accordance with the foregoing shall not constitute a Default or an Event of Default so long as such payment is received on the applicable due date provided herein.

(b) **Apportionment and Application**.

(i) So long as no Application Event has occurred and is continuing, all principal and interest payments made by Borrower shall be paid ratably to the Lenders (according to the unpaid principal balance of the Obligations to which such payments relate held by each Lender) and all payments of fees and expenses made by Borrower (other than fees or expenses that are for Agent's separate account, which fees and expenses shall be paid to Agent) shall be paid ratably to each Lender according to such Lender's Pro Rata Share of the type of commitment or Obligation to which a particular fee or expense relates. Subject to any applicable regulatory requirements (including any licensing requirements promulgated by applicable Governmental Authorities or Regulatory Authorities), all proceeds of Collateral received by Agent, shall be applied, so long as no Application Event has occurred and is continuing and except as otherwise provided herein with respect to Defaulting Lenders, to be distributed to Borrower (to be wired to the Designated Account) or such other Person entitled thereto under Applicable Law. If any Lender shall receive any amounts with respect to the Obligations at any time that an Application Event has occurred and is continuing, such Lender shall receive such amounts as trustee for Agent, and such Lender shall deliver any such amounts to Agent for application to the Obligations in accordance with Section 2.3(b)(ii).

(ii) At any time that an Application Event has occurred and is continuing and except as otherwise provided herein with respect to Defaulting Lenders, all payments remitted to Agent or any Lender and all proceeds of Collateral received by Agent shall be applied as follows:

(A) first, to pay any Lender Group Expenses (including cost or expense reimbursements) or indemnities then due to Agent under the Loan Documents, in each case until paid in full,

(B) second, to the extent not paid under clause (A) above, ratably, to pay any fees or premiums then due to Agent and the Lenders under the Loan Documents until paid in full,

(C) third, ratably to pay any Lender Group Expenses (including cost or expense reimbursements) or indemnities then due to any of the Lenders under the Loan Documents until paid in full,

(D) fourth, to the extent not paid under clause (B) above, ratably, to pay any fees or premiums then due to any of the Lenders under the Loan Documents until paid in full,

(E) fifth, to pay interest accrued with respect to the Term Loans, ratably, until paid in full,

(F) sixth, to pay the outstanding principal balance of the Term Loans, ratably in the inverse order of the maturity of the installments due thereunder, until such Loans are paid in full,

(G) seventh, to pay any other Obligations other than Obligations owed to Defaulting Lenders until paid in full;

(H) eighth, ratably to pay any Obligations owed to Defaulting Lenders until paid in full; and

(I) ninth, to Borrower (to be wired to the Designated Account) or such other Person entitled thereto under Applicable Law.

(iii) Agent promptly shall distribute to each Lender, pursuant to the applicable wire instructions received from each Lender in writing, such funds as it may be entitled to receive.

(iv) In each instance, so long as no Application Event has occurred and is continuing, Section 2.3(b)(i) shall not apply to any payment made by Borrower to Agent and specified by Borrower to be for the payment of specific Obligations then due and payable (or prepayable) under any provision of this Agreement or any other Loan Document.

(v) For purposes of Section 2.3(b)(ii), "paid in full" of a type of Obligation means payment in cash or immediately available funds of all amounts owing on account of such type of Obligation, including interest accrued after the commencement of any Insolvency Proceeding, default interest, interest on interest, and expense reimbursements, irrespective of whether any of the foregoing would be or is allowed or disallowed in whole or in part in any Insolvency Proceeding.

(vi) In the event of a direct conflict between the priority provisions of this Section 2.3 and any other provision contained in this Agreement or any other Loan Document, it is the intention of the parties hereto that such provisions be read together and construed, to the fullest extent possible, to be in concert with each other.

(c) **Termination and Reduction of Commitments**. The Commitments to make Term Loans shall automatically terminate upon the making of such Term Loans. Borrower may terminate this Agreement and the Commitments hereunder pursuant to Section 3.6.

(d) **Amortization**. Beginning on August 1, 2025, Borrower shall repay the Term Loans in an amount equal to ten percent (10.00%) per annum of the total amount of Term Loans funded to date *plus* the Exit Premium on such amount, in equal quarterly installments on the first Business Day of each calendar quarter; provided that, the final principal repayment installment of the Term Loans repaid on the Maturity Date shall be, in any event, in an amount equal to the Outstanding Amount on such date *plus* the Exit Premium on such amount.

(e) **Optional Prepayments**. Subject to Section 2.3(g) and any other applicable terms and conditions of this Agreement, Borrower may, upon at least ten (10) Business Days' prior written notice to Agent, prepay all or any part of the Outstanding Amount.

(f) **Mandatory Prepayments**.

(i) Within three (3) Business Days following the date of receipt by any Loan Party of Net Cash Proceeds exceeding (v) $1,500,000 (with respect to assets in Core States) or (w) $5,000,000 (with respect assets in states other than Core States), in each case, individually or in the aggregate during any calendar year from one or more voluntary or involuntary Dispositions by any Loan Party of property or assets (including the Specified Disposition and all Permitted Dispositions that pursuant to the definition of Permitted Dispositions requires application under this Section 2.3(f)) but excluding the Net Cash Proceeds resulting from (A) the sale of Inventory in the ordinary course of business of the Loan Parties, (B) the sale of Excluded Property, (C) sale and leaseback transactions permitted under Section 7.15 herein, (D) Dispositions made pursuant to subsection (u) of the definition of Permitted Dispositions, (E) any public or private sale of Stock of the Borrower, (F) the conversion of Cash Equivalents and publicly-traded Stock (including without limitation mutual fund securities and publicly traded securities) into cash, (G) legal awards or settlements in favor of any Loan Party arising from or relating to the matters set forth on Schedule 2.3(f) or any other legal award or settlement that is individually less than one million Dollars ($1,000,000), and (H) Tax refunds, rebates and credits paid in cash from a Governmental Authority to a Loan Party (including without limitation refunds received pursuant to Employee Retention Credit proceeds and the factoring thereof, if any), the Borrower shall prepay the Outstanding Amount in accordance with Section 2.3(h) in an amount equal to one hundred percent (100%) of such Net Cash Proceeds (including condemnation awards and payments in lieu thereof); provided, however, the principal amount of the Outstanding Amount required to be prepaid from such Net Cash Proceeds pursuant to the foregoing shall be limited to an amount such that the sum of (I) such prepayment of Outstanding Amount and (II) the amount of any Exit Premium or Make-Whole Amount due in connection with such prepayment, does not exceed the total amount of such Net Cash Proceeds received in connection with such Disposition; and provided, further, that, with respect to any such Disposition with respect to assets in states other than Core States, so long as (x) no Default or Event of Default shall have occurred and is continuing or would result therefrom, (y) Borrower shall have given Agent and the Lenders prior written notice of such Loan Party's intention to apply such Net Cash Proceeds to the costs of replacement of the properties or assets that are the subject of such sale or Disposition with a similar or "like" asset or the cost of purchase or construction of any other assets useful in the business of the Loan Parties (including Permitted Acquisitions), and (z) the Loan Parties complete such replacement, purchase, or construction within one hundred eighty (180) days after the initial receipt of such Net Cash Proceeds (or, so long as such Loan Party has, within one hundred eighty (180) days following the initial receipt of such Net Cash Proceeds, entered into a binding commitment of purchase, construction, repair or restoration, within three hundred sixty five (365) days following the initial receipt of such Net Cash Proceeds), such Loan Party shall have the option to apply such Net Cash Proceeds to the costs of replacement of the properties or assets that are the subject of such Disposition or the costs of purchase or construction of other assets useful in the business of the Loan Parties (so long as the Agent is granted a Lien on such assets having such priority as may be required hereunder) unless and to the extent that such applicable period shall have expired without such replacement, purchase or construction being made or completed, in which case, any amounts not reinvested in accordance with the foregoing after expiration of the applicable period above shall be paid to Agent and the Lenders and applied in accordance with Section 2.3(h).

(ii) If, following the Closing Date, Borrower or any Subsidiary incurs or issues any Indebtedness not expressly permitted to be incurred or issued pursuant to Section 7.1, Borrower shall cause to be prepaid an aggregate principal amount of Term Loans equal to 100% of all Net

Cash Proceeds received therefrom on or prior to the date which is one (1) Business Day after the receipt of such Net Cash Proceeds.

(iii) Following the end of each fiscal year of Borrower, commencing with the fiscal year ending December 31, 2024, Borrower shall prepay the Term Loans in an aggregate amount equal to thirty-five percent (35%) of Excess Cash Flow (the "ECF Payment"; the sixty-five percent (65%) of Excess Cash Flow retained by Borrower is referred to herein as "Retained ECF") for such fiscal year (or, in the case of calendar year 2024, partial fiscal year from the Closing Date to the end of such calendar year), if any. Any ECF Payment pursuant to this Section 2.3(f)(iii) shall be due and payable upon the earlier to occur of (i) fifteen (15) Business Days after the delivery of the year-end audited financial statements under Section 6.1 and (ii) the 120th day after each fiscal year end (each such date being hereinafter referred to as "ECF Payment Date"). At least ten (10) Business Days prior to an ECF Payment Date (regardless of whether a mandatory prepayment is required pursuant to this Section 2.3(f)(iii)) Borrower shall provide Agent with a certificate in the form set forth in Exhibit E attached hereto (an "Excess Cash Flow Certificate") signed by the chief executive officer, president or chief financial officer of Borrower certifying the manner in which Excess Cash Flow and the resulting ECF Payment, if any, were calculated by the Borrower. The Agent will promptly notify each Lender of the contents of Borrower's Excess Cash Flow Certificate and of such Lender's Pro Rata Share of the ECF Payment, if any. Each Lender may reject all or a portion of its Pro Rata Share of an ECF Payment (such declined amounts, the "Declined ECF Proceeds") of Term Loans required to be made pursuant to this Section 2.3(f)(iii) by providing written notice (each, a "Rejection Notice") to the Agent and Borrower no later than 5:00 p.m. five (5) Business Days prior to the ECF Payment Date. Each Rejection Notice from a given Lender shall specify the principal amount of the ECF Payment to be rejected by such Lender. If a Lender fails to deliver a Rejection Notice to the Agent and/or Borrower within the time frame specified above or such Rejection Notice fails to specify the amount of the ECF Payment to be rejected, any such failure will be deemed an acceptance of the total amount of such ECF Payment.

(g) **Make-Whole Amount; Exit Premium**.

(i) If Borrower prepays all or any part of the Outstanding Amount of any Term Loans (other than amortization payments pursuant to Section 2.3(d))), whether before or after an Event of Default, Borrower shall pay to each Lender entitled to a portion of such prepayment an amount equal to such Lender's Pro Rata Share of the Exit Premium. If Borrower prepays all or any part of the Outstanding Amount of any Term Loans (other than regularly scheduled amortization payments pursuant to Section 2.3(d), mandatory prepayments of Excess Cash Flow pursuant to Section 2.3(f)(iii), prepayments pursuant to a Specified Indebtedness Repayment Offer pursuant to Section 7.7 or as a result of a Change of Control under Section 2.1(b)), whether before or after an Event of Default, to the extent such prepayment occurs on or prior to the Make-Whole Expiry Date Borrower shall pay to each Lender entitled to a portion of such prepayment an amount equal to such Lender's Pro Rata Share of the Make-Whole Amount. Notwithstanding the foregoing, any prepayment of amortization payments prior to the scheduled payment date under Section 2.3(d) shall be subject to this obligation to pay any applicable Exit Premium and/or Make-Whole Amount together with such prepayment.

(ii) Notwithstanding anything herein to the contrary, the parties hereto agree to the fullest extent permitted by Applicable Law, that (x) any and all Exit Premium and Make-Whole Amounts shall constitute Obligations and (y) all applicable Exit Premium and Make-Whole Amount calculated as set forth herein shall be due and owing in connection with any prepayment of the Loans.

(iii) Without limiting the generality of the foregoing, it is understood and agreed that if, prior to the Maturity Date, (i) the Loans are accelerated or otherwise become due, in each case, in respect of any Event of Default (including, but not limited to, upon the occurrence of a bankruptcy or insolvency related event (including acceleration of claims by operation of law)) or (ii) the board of directors (or similar governing body) or any Person having Control of any Loan Party (or any committee thereof) adopts or causes the adoption or occurrence of any resolution, written consent or other authorization of any action to approve any bankruptcy or insolvency related event and such Loan Party actually commences such bankruptcy or insolvency related event (each of the foregoing clauses (i) and (ii), a "Specified Event of Default"), the Call Premium (if any) that would have applied pursuant to Section 2.3(g)(i) if, at the time of such Specified Event of Default, the Borrower had paid, repaid, refinanced, redeemed, substituted or replaced any or all of the Loans, will also be automatically and immediately due and payable without further action or notice, and the Call Premium shall constitute part of the Obligations in view of the impracticability and extreme difficulty of ascertaining actual damages and by mutual agreement of the parties as to a reasonable calculation of and compensation for the Lenders' loss of an investment opportunity (but not as a penalty) and not as a result thereof. Any Call Premium payable hereunder shall be presumed to be the liquidated damages (and not, for the avoidance of doubt, unmatured interest or a penalty) sustained by the Lenders as the result of such Specified Event of Default and the Borrower and the other Loan Parties agree that the Call Premium is reasonable under the circumstances currently existing. The Call Premium shall be immediately due and payable, without further action or notice, without regard to whether such Specified Event of Default is voluntary or involuntary, or whether payment occurs pursuant to a motion, plan of reorganization, or otherwise, and without regard to whether the Loans and other Obligations are satisfied or released by foreclosure (whether by power of judicial proceeding), deed in lieu of foreclosure or by any other similar means.

(iv) THE BORROWER AND EACH OTHER LOAN PARTY EXPRESSLY WAIVES (TO THE FULLEST EXTENT IT MAY LAWFULLY DO SO) THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE OR LAW THAT PROHIBITS OR MAY PROHIBIT THE COLLECTION OF THE FOREGOING CALL PREMIUM IN CONNECTION WITH ANY SUCH SPECIFIED EVENT OF DEFAULT.

(v) The Borrower and each other Loan Party expressly agrees (to the fullest extent that it may lawfully do so) that: (i) the Call Premium is reasonable and is the product of an arm's length transaction between sophisticated business people, ably represented by counsel; (ii) the Call Premium shall be payable notwithstanding the then prevailing market rates at the time payment is made; (iii) there has been a course of conduct between the Lenders and the Borrower and the other Loan Parties giving specific consideration in this transaction for such agreement to pay the Call Premium; and (iv) the Borrower and each other Loan Party shall each be estopped hereafter from claiming differently than as agreed to in this clause (g).

(vi) The Borrower and each other Loan Party expressly acknowledges that its agreement to pay the Call Premium to the Lenders as herein described is a material inducement to the Lenders to provide the Commitments and make the Loans.

(h) **Application of Payments**. Each prepayment made pursuant to Section 2.3(e) or Section 2.3(f) shall be accompanied by (i) the payment of accrued and unpaid interest to the date of such payment on the amount prepaid and (ii) the applicable Exit Premium and Make-Whole Amount, if any. For the avoidance of doubt, any prepayment made pursuant to a Specified Indebtedness Repayment Offer under Section 7.7 shall not be considered a prepayment under Section 2.3(e) hereof and shall not be subject to the Make-Whole Amount. Each prepayment of the Term Loans so allocated shall be applied to

the Term Loans to ratably reduce all remaining scheduled installments of principal (which, for the avoidance of doubt, shall include any amount that is due and payable on the Maturity Date). Each prepayment pursuant to Section 2.3(e) or Section 2.3(f) shall (i) so long as no Application Event shall have occurred and be continuing, be applied, to the Outstanding Amount as set forth in Section 2.3(b)(i) until paid in full and (ii) if an Application Event shall have occurred and be continuing, be applied in the manner set forth in Section 2.3(b)(ii).

2.4 **Promise to Pay; Evidence of Indebtedness**. Borrower promises to pay all of the Obligations (including principal, interest, premiums, if any (including any Make-Whole Amounts and the Exit Premium), fees, costs, and expenses (including Lender Group Expenses)) in full on the Maturity Date or, if earlier, on the date on which the Obligations become due and payable pursuant to the terms of this Agreement. Borrower agrees that its obligations contained in the first sentence of this Section 2.4 shall survive payment or satisfaction in full of all other Obligations. Any Lender may request that Loans made by it be evidenced by a Note. In such event, the Borrower shall execute and deliver to such Lender a Note payable to such Lender (or, if requested by such Lender, to such Lender and its registered assigns).

2.5 **Interest Rates, Payments and Calculations**.

(a) **Interest Rate.** All Outstanding Amounts that have been charged to the Loan Account pursuant to the terms hereof shall bear interest payable in cash on the outstanding balance thereof at a rate per annum equal to 12.25% (the "Interest Rate").

(b) **Default Rate.** Upon the occurrence and during the continuation of an Event of Default and at the written election of the Required Lenders (or automatically while any Event of Default under Section 9.1(a), Section 9.1(d) or Section 9.1(e) exists), and automatically to the extent that the Loan Parties are not in compliance with item 7 listed on Schedule 6.19, all outstanding Obligations shall bear interest from the date of the occurrence of such Event of Default at a per annum rate equal to four percent (4.00%) above the per annum rate otherwise applicable to the Outstanding Amounts hereunder or under any other Loan Document (or, in the case of any amounts that do not otherwise bear interest, at a rate equal to four percent (4.00%) above the per annum interest rate otherwise payable hereunder) (the "Default Rate"), payable in cash; *provided* that to the extent that the Obligations bear interest at the Default Rate solely due to the failure of the Loan Parties to comply with item 7 listed on Schedule 6.19, the Obligations shall cease to bear interest at the Default Rate upon the receipt by the Agent (at the direction of the Required Lenders) of evidence reasonably acceptable to the Agent (at the direction of the Required Lenders) that the Loan Parties are in compliance with item 7 listed on Schedule 6.19. For the avoidance of doubt, the application of the Default Rate in the event the Loan Parties not in compliance with item 7 listed on Schedule 6.19 shall not constitute a default or an Event of Default hereunder provided the Loan Parties are in compliance with this Section 2.5(b).

(c) **Payment.**

(i) Except as expressly provided herein to the contrary:

(A) all interest payable hereunder or under any of the other Loan Documents shall be due and payable in cash, in arrears, on each Payment Date;

(B) all Lender Group Expenses and all other costs and expenses payable hereunder or under any of the other Loan Documents shall be due and payable on the later of (x) ten (10) Business Days after the date on which the applicable costs, expenses, or Lender Group Expenses were first invoiced to Borrower and (y) the due date set forth in such invoice.

(ii) Borrower hereby authorizes Agent and the Lenders, from time to time to charge to the Loan Account (i) on each Payment Date, all interest accrued during the prior quarter on any Loan hereunder, (ii) as and when due in accordance with Section 2.5(c)(i)(B), all Lender Group Expenses, and (iii) as and when due and payable all other fees or other payment obligations payable hereunder or under any other Loan Document.

(iii) All amounts (including interest, premiums, if any (including any Make-Whole Amount and the Exit Premium), fees, Original Issue Discount, costs, expenses, Lender Group Expenses, or other amounts payable hereunder or under any other Loan Document) charged to the Loan Account shall thereupon constitute Obligations hereunder. Failure to pay Obligations when due shall result in interest charges thereon at the rate then applicable to the Loans.

(d) **Computation.** All interest and applicable fees chargeable under the Loan Documents shall be computed on the basis of a three hundred sixty five (365) day year, in each case, for the actual number of days elapsed in the period during which the interest or fees accrue.

(e) **Intent to Limit Charges to Maximum Lawful Rate.** In no event shall the Interest Rate or rates payable under this Agreement or any other Loan Document, plus any other amounts paid in connection herewith or therewith, exceed the highest rate permissible under any Applicable Law that a court of competent jurisdiction shall, in a final determination, deem applicable. Borrower and the Lender Group, in executing and delivering this Agreement, intend legally to agree upon the rate or rates of interest and manner of payment stated within it; *provided that* anything contained herein to the contrary notwithstanding, if such rate or rates of interest or manner of payment exceeds the maximum allowable under Applicable Law, then, *ipso facto*, as of the date of the Closing Date, Borrower is and shall be liable only for the payment of such maximum amount as is allowed by Applicable Law, and payment received from Borrower in excess of such legal maximum, whenever received, shall be applied to reduce the Outstanding Amount of the Obligations to the extent of such excess.

2.6 **Fees.**

(a) **[Reserved]**.

(b) **[Reserved]**.

(c) **[Reserved]**.

(d) **Original Issue Discount**. On the date of funding of the Term Loans, an amount equal to the Original Issue Discount for such Term Loans shall be charged to the Loan Account.

(e) All fees and Original Issue Discount due and payable hereunder shall be irrevocable when paid or charged, as applicable.

2.7 **Crediting Payments**. The receipt of any payment item by Agent or any Lender shall not be required to be considered a payment on account unless such payment item is a wire transfer of immediately available federal funds made to Agent's Account, or unless and until such payment item is honored when presented for payment. Should any payment item not be honored when presented for payment, then Borrower shall be deemed not to have made such payment and interest shall be calculated accordingly.

2.8 **Erroneous Payments**.

(a) Each Lender hereby acknowledges and agrees that if the Agent notifies such Lender that the Agent has determined in its sole discretion that any funds (or any portion thereof) received by such Lender (any of the foregoing, a "Payment Recipient") from the Agent (or any of its Affiliates) were erroneously transmitted to, or otherwise erroneously or mistakenly received by, such Payment Recipient (whether or not known to such Payment Recipient) (whether as a payment, prepayment or repayment of principal, interest, fees or otherwise; individually and collectively, a "Payment") and demands the return of such Payment, such Payment Recipient shall promptly, but in no event later than one Business Day thereafter, return to the Agent the amount of any such Payment as to which such a demand was made. A notice of the Agent to any Payment Recipient under this Section shall be conclusive, absent manifest error.

(b) Without limitation of clause (a) above, each Payment Recipient further acknowledges and agrees that if such Payment Recipient receives a Payment from the Agent (x) that is in an amount, or on a date different from the amount and/or date specified in a notice of payment sent by the Agent (or any of its Affiliates) with respect to such Payment (a "Payment Notice"), (y) that was not preceded or accompanied by a Payment Notice, or (z) that such Payment Recipient otherwise becomes aware was transmitted, or received, in error or by mistake (in whole or in part), in each case, it understands and agrees at the time of receipt of such Payment that an error has been made (and that it is deemed to have knowledge of such error) with respect to such Payment. Each Payment Recipient agrees that, in each such case, it shall promptly notify the Agent of such occurrence and, upon demand from the Agent, it shall promptly, but in no event later than one Business Day thereafter, return to the Agent the amount of any such Payment (or portion thereof) as to which such a demand was made.

(c) Any Payment required to be returned by a Payment Recipient under this Section shall be made in immediately available funds in the currency so received. Each Payment Recipient hereby agrees that it shall not assert and, to the fullest extent permitted by Applicable Law, hereby waives, any right to retain such Payment, and any claim, counterclaim, defense or right of set-off or recoupment or similar right to any demand by the Agent for the return of any Payment received, including without limitation any defense based on "discharge for value" or any similar doctrine.

2.9 **Maintenance of Loan Account; Statements of Obligations**. Agent shall maintain an account on its books in the name of Borrower, (the "Loan Account") on which Borrower will be charged with the Term Loans, and with all other payment Obligations hereunder or under the other Loan Documents, including accrued interest, premiums, if any (including any Make-Whole Amount and the Exit Premium), fees and expenses, Lender Group Expenses, and any other fees and expenses. In accordance with Section 2.7, the Loan Account will be credited with all payments received by Agent or any Lender from Borrower or for Borrower's account. Agent and/or the Lenders shall endeavor to provide statements regarding the Loan Account to Borrower, including principal, interest, fees, and including an itemization of all charges and expenses constituting Lender Group Expenses owing (but neither Agent nor any Lender shall have any liability if Agent and/or the Lenders shall fail to provide any such statement), and such statements, absent manifest error, shall be conclusively presumed to be correct and accurate and constitute an account stated between Borrower and the Lender Group unless, within thirty (30) days after Agent first makes such a statement available to Borrower (or such longer period as Required Lenders may agree in their sole discretion), Borrower shall deliver to Agent and the Lenders written objection thereto describing the error or errors contained in any such statements.

2.10 **Financial Examination and Other Fees.** Borrower shall pay to the Lenders financial examination, audit, inspection, appraisal, and valuation fees and charges, as and when incurred or chargeable, as follows: (i) reasonable and documented out of pocket expenses for each financial

examination, audit, or inspection of any Loan Party performed by personnel employed by the Lenders, and (ii) fees and charges paid or incurred by the Lenders (plus reasonable and documented out of pocket expenses (including travel, meals, and lodging)) if they elect to employ the services of one or more third party Persons to perform financial examinations, audits or quality of earnings analyses of the Loan Parties, to appraise the Collateral, or any portion thereof, or to assess the Loan Parties' business valuation; provided that, except upon the occurrence of an Event of Default, Borrower shall only be required to pay to the Lenders the costs and expenses for (x) one (1) financial examination, audit, inspection, appraisal, and valuation for the Loan Parties as a whole, up to an aggregate amount of $75,000 for each calendar year and (y) one (1) "quality of earnings" analysis and/or report up to an amount of $250,000 prior to the Maturity Date.

2.11 **Capital Requirements**.

(a) If, after the Closing Date, any Lender determines that (i) the adoption of or change in any law, rule, regulation or guideline regarding capital or reserve requirements for banks or bank holding companies, or any change in the interpretation, implementation, or application thereof by any Governmental Authority charged with the administration thereof, or (ii) compliance by such Lender or its parent bank holding company with any guideline, request, or directive of any such entity regarding capital adequacy or liquidity (whether or not having the force of law), has the effect of reducing the return on such Lender's or such holding company's capital as a consequence of such Lender's Commitments hereunder to a level below that which such Lender or such holding company could have achieved but for such adoption, change, or compliance (taking into consideration such Lender's or such holding company's then existing policies with respect to capital adequacy and liquidity) by any amount deemed by such Lender to be material, then such Lender may notify Borrower and Agent thereof. Following receipt of such notice, Borrower agrees to pay such Lender on demand the amount of such reduction of return of capital as and when such reduction is determined, payable within thirty (30) days after presentation by such Lender of a statement in the amount and setting forth in reasonable detail such Lender's calculation thereof and the assumptions upon which such calculation was based (which statement shall be deemed true and correct absent manifest error). In determining such amount, such Lender may use any reasonable averaging and attribution methods. Failure or delay on the part of any Lender to demand compensation pursuant to this Section 2.11 shall not constitute a waiver of such Lender's right to demand such compensation; *provided that* Borrower shall not be required to compensate a Lender pursuant to this Section 2.11 for any reductions in return incurred more than one hundred twenty (120) days prior to the date that such Lender notifies Borrower of such law, rule, regulation or guideline giving rise to such reductions and of such Lender's intention to claim compensation therefor; *and provided, further, that* if such claim arises by reason of the adoption of or change in any law, rule, regulation or guideline that is retroactive, then the one hundred twenty (120)-day period referred to above shall be extended to include the period of retroactive effect thereof.

(b) If any Lender requests additional or increased costs or amounts under Section 2.11(a) (any such Lender, an "Affected Lender"), then such Affected Lender shall use reasonable efforts to promptly designate a different one of its lending offices or to assign its rights and obligations hereunder to another of its offices or branches, if (i) in the reasonable judgment of such Affected Lender, such designation or assignment would eliminate or reduce amounts payable pursuant to Section 2.11(a), as applicable, and (ii) in the reasonable judgment of such Affected Lender, such designation or assignment would not subject it to any material unreimbursed cost or expense and would not otherwise be materially disadvantageous to it. If, after such reasonable efforts, such Affected Lender does not so designate a different one of its lending offices or assign its rights to another of its offices or branches so as to eliminate Borrower's obligations to pay any future amounts to such Affected Lender pursuant to

Section 2.11(a), as applicable, then Borrower (without prejudice to any amounts then due to such Affected Lender under Section 2.11(a), as applicable) may, unless prior to the effective date of any such assignment the Affected Lender withdraws its request for such additional amounts under Section 2.11(a), as applicable, seek a substitute Lender reasonably acceptable to Agent (acting at the direction of the Required Lenders) (the consent of the Required Lenders not to be unreasonably withheld, conditioned or delayed) to purchase the Obligations owed to such Affected Lender (a "Replacement Lender"), and if such Replacement Lender agrees to such purchase, such Affected Lender shall assign to the Replacement Lender its Obligations, pursuant to an Assignment and Acceptance Agreement, and upon such purchase by the Replacement Lender, such Replacement Lender shall be deemed to be a "Lender" for purposes of this Agreement and such Affected Lender shall cease to be a "Lender" for purposes of this Agreement.

(c) Notwithstanding anything herein to the contrary, the protections of Section 2.11 shall be available to each Lender regardless of any possible contention of the invalidity or inapplicability of the law, rule, regulation, judicial ruling, judgment, guideline, treaty or other change or condition which shall have occurred or been imposed, so long as it shall be customary for lenders affected thereby to comply therewith.

(d) Notwithstanding anything herein to the contrary, including subsections (a)-(c) of this Section 2.11, no Lender shall be entitled to make a claim for compensation under this Section 2.11 unless such Lender shall be subject to the capital or reserve requirements or capital adequacy and liquidity laws, rules, guidelines, requests, or directives contemplated herein.

2.12 **Accordion Option**.

(a) Accordion Increase. Upon receipt of a bona fide offer to consummate a Proposed Alternative Financing, the Borrower may, at any time, by written notice to Agent of not less than ten (10) Business Days prior to the proposed closing date of such Proposed Alternative Financing, request a one-time increase in the aggregate amount of the Commitments during the term of this Agreement of up to $5,000,000 (an "Accordion Increase") on the same terms as such Proposed Alternative Financing, to be effective as of the date upon which the conditions set forth in Section 2.12(d) below are fulfilled to the satisfaction of the Required Lenders (the "Accordion Effective Date").

(b) Increasing Lenders.

(i) Offer to Lenders or New Lenders. In connection with the Accordion Increase, the Borrower shall offer to the Lenders the opportunity (but not the obligation), on a *pro rata* basis with respect to each Lender's Term Loan Exposure to participate in the Accordion Increase by increasing such Lender's Commitment; *provided* that if one or more of the Lenders declines to provide its *pro rata* share of the Accordion Increase, (i) each participating Lender shall be granted the option, but not the obligation, to provide additional new Commitments in connection with the Accordion Increase in an aggregate amount equal to such declined amounts, and (ii) to the extent that the full Accordion Increase is not fully committed pursuant to the foregoing clause (i), in the sole discretion of the Borrower, New Accordion Lenders (as defined below) may provide new Commitments in connection with the Accordion Increase up to the Accordion Increase amount not so committed. The Borrower shall first offer the Lenders the opportunity to participate in the Accordion Increase prior to consummating any Proposed Alternative Financing, but no such Lender shall be obligated to participate in the Accordion Increase; *provided*, that each Lender shall, to the extent that it intends to participate in the Accordion Increase, respond in writing as soon as reasonably practicable and in any event within ten (10) Business Days after the Borrower makes such offer to such Lender (and if no such written response is received by the

Borrower within such period, such Lender will be deemed to have declined the opportunity to participate in the Accordion Increase).

(iii) Increasing Accordion Lenders; New Accordion Lenders. Each of the current Lenders increasing its Commitment in connection with an Accordion Increase (each an "Increasing Accordion Lender") and each new lender (if any) joining this Agreement to provide a Commitment in connection with the Accordion Increase (each a "New Accordion Lender"), shall document the Accordion Increase pursuant to an amendment to this Agreement in form and substance reasonably satisfactory the Agent (acting at the direction of the Required Lenders), signed by Agent (action at the direction of the Required Lenders), each New Accordion Lender and the Borrower.

(c) Conditions to and Implementation of an Accordion Increase. On the Accordion Effective Date:

(i) no Default or Event of Default shall have occurred and be continuing as of the Accordion Effective Date, or shall occur as a result thereof, other than an Event of Default under Section 9.1(b)(i) arising from a breach of Section 8.1, which Event of Default has not been cured or stayed for a period of 45 calendar days from the date such breach of Section 8.1 occurred;

(ii) the representations and warranties of the Borrower and each other Loan Party contained in Article V or any other Loan Document shall be true and correct in all material respects on and as of the Accordion Effective Date; provided that, to the extent that such representations and warranties specifically refer to an earlier date, they shall be true and correct in all material respects as of such earlier date: provided. further, that any representation and warranty that is qualified as to "materiality," "Material Adverse Effect" or similar language shall be true and correct (after giving effect to any qualification therein) in all respects on such respective dates; and

(iii) the Agent shall have received evidence reasonably satisfactory to it that the Board of Directors of the Borrower has determined that the Accordion Increase is necessary and is in the best interest of the Borrower.

3. CONDITIONS; TERM OF AGREEMENT.

3.1 **Conditions Precedent to the Initial Extension of Credit**. The obligation of each Lender to make its initial extension of credit provided for hereunder is subject to the fulfillment, to the satisfaction of Agent (at the direction of the Required Lenders), of each of the following conditions precedent:

(a) Agent shall have received each of the following documents, in form and substance reasonably satisfactory to Agent (at the direction of the Required Lenders), duly executed and delivered, and each such document shall be in full force and effect:

(i) this Agreement;

(ii) the Guaranty and Security Agreement;

(iii) the Warrants;

(iv) a completed Perfection Certificate; and

(v) the Funds Flow.

(b) Agent shall have received:

(i) a certificate, in form and substance reasonably satisfactory to Agent (at the direction of the Required Lenders), from an officer or member of each Loan Party (A) attesting to the resolutions of such Loan Party's board of directors (or equivalent governing body, sole shareholder or sole member) authorizing its execution, delivery, and performance of the Loan Documents to which it is a party and authorizing specific natural persons to execute the same, (B) attesting to the incumbency and signatures of such natural persons, certifying as to such Loan Party's Governing Documents, as of the Closing Date (and with respect to Governing Documents that are charter documents, certified as of a recent date (not more than thirty (30) days prior to the Closing Date) by the appropriate governmental official) and (C) attaching a certificate of status with respect to such Loan Party, dated not more than thirty (30) days prior to the Closing Date, issued by the appropriate officer of the jurisdiction of organization of such Loan Party, which certificate shall indicate that such Loan Party is in good standing (if applicable) in such jurisdiction;

(ii) a certificate, in form and substance reasonably satisfactory to Agent (at the direction of the Required Lenders), from the Chief Executive Officer, President, Chief Financial Officer or similar such officer of Borrower certifying that, on behalf of each Loan Party, after giving effect to the initial Loans and transactions hereunder, (A) the Loan Parties, on a consolidated basis, are Solvent, (B) no Default or Event of Default exists, (C) the representations and warranties set forth in Section 4 are true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality or Material Adverse Effect in the text thereof) and (D) each Loan Party has complied with all conditions to be satisfied by it under the Loan Documents except to the extent waived or permitted to be delivered pursuant to Section 6.19;

(iii) customary opinions of (A) Fox Rothschild LLP, the Loan Parties' local counsel in California, Illinois, Delaware, New York, Florida, Nevada, Pennsylvania and Massachusetts, (B) Parrish Snead Franklin Simpson, PLC, the Loan Parties' local counsel in Virginia, (C) Walter Haverfield LLP, the Loan Parties' local counsel in Ohio, (D) Stikeman Elliott LLP, the Loan Parties' Canadian counsel; and (E) Bowditch and Dewey, LLP, the Loan Parties' mortgage counsel in Massachusetts, each in form and substance reasonably satisfactory to Agent and the Required Lenders;

(iv) [reserved];

(v) all documentation and other information for each Loan Party required by bank regulatory authorities under applicable "know your customer" procedures and Money Laundering Laws, including the Patriot Act to the extent requested at least five (5) days prior to the Closing Date, and such documentation and information shall be reasonably satisfactory to Agent and the Required Lenders;

(vi) evidence that appropriate financing statements will be duly filed promptly following closing in such office or offices as may be necessary or as the Agent may reasonably request (at the direction of the Required Lenders) desirable to perfect Agent's Lien's in the Collateral;

(vii) the results of searches as of a recent date of the Uniform Commercial Code (or equivalent) filings made with respect to the Loan Parties in all relevant jurisdictions, copies of the financing statements (or similar documents) disclosed by such search and evidence reasonably satisfactory to the Agent that the Liens indicated by such financing statements (or similar documents) are permitted by Section 7.2 or will be released substantially contemporaneously with the closing hereunder (including receipt of duly executed payoff letters and UCC-3 termination statements), together with UCC tax, pending suit, bankruptcy and judgment searches with respect to the Loan Parties in jurisdictions (and the results of which must be) reasonably satisfactory to the Agent (at the direction of the Required Lenders);

(viii) (A) a summary of all existing insurance coverage, (B) evidence acceptable to the (at the direction of the Required Lenders) that the insurance policies required by Section 6.7 have been obtained and are in full force and effect, and (C) certificates of insurance with respect to all existing insurance coverage, which certificates shall name Agent as an additional insured and/or loss payee and shall evidence compliance with Section 6.7; and

(ix) executed (and, if applicable, recorded) copies of all other material documents in connection with the transactions contemplated by this Agreement in form and substance reasonable satisfactory to Agent (at the direction of the Required Lenders).

(c) [Reserved];

(d) Each Loan Party shall have received all other governmental, regulatory and third party approvals (including shareholder approvals and other consents) necessary to be obtained on or before the Closing Date in connection with this Agreement and the transactions contemplated by the Loan Documents, which shall all be in full force and effect, and all applicable waiting periods shall have expired without any action being taken or threatened by any competent authority which would restrain, prevent or otherwise impose adverse conditions on this Agreement, the transactions contemplated by the Loan Documents; and

(e) The representations and warranties of the Loan Parties contained in this Agreement and in the other Loan Documents shall be true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality or Material Adverse Effect in the text thereof) on and as of the Closing Date (except to the extent that such representations and warranties relate solely to an earlier date, in which case such representations and warranties shall be true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality or Material Adverse Effect in the text thereof) on and as of such earlier date);

(f) No injunction, writ, restraining order, or other order of any nature prohibiting, directly or indirectly, the making of the Term Loans on the Closing Date shall have been issued and remain in force by any Governmental Authority against Borrower, Agent or any Lender;

(g) After giving effect to the Term Loans as of the Closing Date and the liabilities and obligations of each of the Loan Parties under the Loan Documents, the Loan Parties, on a consolidated basis, shall be Solvent;

(h) No material adverse change in the financial condition of the Loan Parties shall have occurred since December 31, 2023; and

(i) Agent and each Lender shall have received all fees required to be paid, and all expenses required to be reimbursed hereunder (including the reasonable and documented fees and expenses of legal counsel); *provided* that, all such amounts may be paid with proceeds of the Term Loans made on the Closing Date.

3.2 **[Reserved]**.

3.3 **[Reserved]**.

3.4 **Term**. Subject to Section 3.6, this Agreement shall continue in full force and effect for a term ending on the Maturity Date. The foregoing notwithstanding, the Lender Group, upon the election of the Required Lenders, shall have the right to terminate its obligations under this Agreement immediately and without notice upon the occurrence and during the continuation of an Event of Default (other than any Event of Default described in Section 9.1(d) or Section 9.1(e), each of which shall automatically result in the termination of the Commitments and the acceleration of the Loans as set forth in Section 10.1).

3.5 **Effect of Maturity**. On the Maturity Date, all of the Obligations immediately shall become due and payable without notice or demand and Borrower shall be required to repay all of the Obligations (other than contingent obligations in respect of which no claim has been made) in full. No termination of the obligations of the Lender Group (other than payment in full of the Obligations and termination of the Commitments set forth in Schedule C-1) shall relieve or discharge any Loan Party of its duties, obligations, or covenants hereunder or under any other Loan Document and Agent's Liens in the Collateral shall continue to secure the Obligations and shall remain in effect until all Obligations (other than contingent obligations in respect of which no claim has been made) have been paid in full. When all of the Obligations (other than contingent obligations in respect of which no claim has been made) have been paid in full, Agent will, at Borrower's sole expense, execute and deliver any termination statements (or, alternatively, in at Borrower's sole expense, the Agent (at the direction of the Required Lenders in their sole discretion) will authorize the Loan Parties to file termination statements), lien releases, discharges of security interests, and other similar discharge or release documents (and, if applicable, in recordable form) as are necessary or requested by Borrower to release, as of record, Agent's Liens and all notices of security interests and Liens previously filed by Agent with respect to the Obligations. All such termination statements, releases and other applicable documents shall be prepared and delivered to the Agent by the Borrower.

3.6 **Early Termination by Borrower**. Borrower has the option, at any time after the Closing Date, subject to Section 2.3(g), and upon ten (10) Business Days prior written notice to Agent, to terminate this Agreement and terminate the Commitments hereunder by paying to the Lenders, all of the Obligations, in full. If Borrower has sent a notice of termination pursuant to the provisions of this Section

3.6, then the Commitments shall terminate and Borrower shall be obligated to repay the Obligations (other than contingent obligations in respect of which no claim has been made) in full on the date set forth as the date of termination of this Agreement in such notice. The foregoing notwithstanding, Borrower may rescind termination notices relative to proposed payments in full of the Obligations with the proceeds of third party Indebtedness or other transactions if the closing for such issuance, incurrence or other transaction does not happen on or before the date of the proposed termination (in which case, a new notice shall be required to be sent in connection with any subsequent termination).

4. **REPRESENTATIONS AND WARRANTIES.**

In order to induce the Lender Group to enter into this Agreement, each Loan Party makes the following representations and warranties to the Lender Group:

4.1 **Title to Assets; No Encumbrances**. Each of the Loan Parties has (a) valid leasehold interests in (in the case of leasehold interests in real or personal property), and (b) good and marketable title to (in the case of all other real or personal property), all of their respective assets reflected in their most recent financial statements delivered pursuant to Section 6.1, in each case except for assets disposed of since the date of such financial statements to the extent permitted hereby. All of such assets are free and clear of Liens except for Permitted Liens.

4.2 **Perfection Certificate.**. As of the Closing Date, all information set forth in the Perfection Certificate, including the schedules annexed thereto, is accurate and complete in all material respects.

4.3 **[Reserved]**.

4.4 **Due Organization and Qualification; Subsidiaries**

(a) Each Loan Party (i) is duly formed or organized, validly existing and in good standing under the laws of the jurisdiction of its formation or organization, as applicable, (ii) is qualified to do business in any state where the failure to be so qualified would reasonably be expected to result in a Material Adverse Effect, and (iii) has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as proposed to be conducted, to enter into the Loan Documents to which it is a party and to carry out the transactions contemplated thereby.

(b) Set forth on Schedule 4.4(b) (as such Schedule may be updated from time to time to reflect changes resulting from transactions permitted under this Agreement), is a complete and accurate description as of the Closing Date of (i) the authorized Stock of each Loan Party and each Subsidiary of each Loan Party, by class and (ii) a description of the number of shares of each such class that are issued and outstanding. Other than as described on Schedule 4.4(b), there are no subscriptions, options, warrants, or calls relating to any shares of any Loan Party's Stock, including any right of conversion or exchange under any outstanding security or other instrument. No Loan Party is subject to any obligation (contingent or otherwise) to repurchase or otherwise acquire or retire any shares of its Stock or any security convertible into or exchangeable for any of its Stock. All of the outstanding Stock of each Loan Party (i) has been validly issued, is fully paid and non-assessable, to the extent applicable, (ii) was issued in compliance with all Applicable Law, and (iii) except with respect to any publicly traded Stock of Borrower (for which no Loan Party makes any representation whatsoever), are free and clear of all Liens other than Permitted Liens.

(c) Set forth on Schedule 4.4(c) is a complete and accurate list of (i) the jurisdiction of organization of each Loan Party, (ii) the chief executive office of each Loan Party, and (iii) the organizational identification number of each Loan Party (if any).

4.5 **Due Authorization; No Conflict**.

(a) The execution, delivery, and performance by each Loan Party of the Loan Documents to which it is a party have been duly authorized by all necessary action on the part of such Loan Party.

(b) The execution, delivery, and performance by such Loan Party of the Loan Documents to which it is a party do not and will not (i) violate any material Applicable Law, the Governing Documents of any Loan Party, or any order, judgment, or decree of any court or other Governmental Authority binding on any Loan Party, (ii) conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any Material Contract of any Loan Party, except to the extent that the proceeds of this Agreement shall be used to satisfy in full or otherwise cancel such Material Contract, (iii) result in or require the creation or imposition of any Lien of any nature whatsoever upon any assets of any Loan Party, other than Permitted Liens, or (iv) require any approval of any holder of Stock of a Loan Party or any approval or consent of any Person under any Material Contract of any Loan Party, except to the extent that (x) such consents or approvals have been obtained and are still in force and effect or (y) with respect to Material Contracts, such consents or approvals have not been obtained, but the proceeds of this Agreement shall be used to satisfy or otherwise cancel such Material Contracts, thereby rendering such approvals or consents unnecessary, except to the extent that failure to comply with any of the foregoing would not reasonably be expected to result in a Material Adverse Effect.

(c) The execution, delivery, and performance by each Loan Party of the Loan Documents to which such Loan Party is a party and the consummation of the transactions contemplated by the Loan Documents do not and will not require any Loan Party registration with, consent, or registrations, consents, approvals, notices, or other action with or by, any Governmental Authority, other than Permits, notices, or other actions that (i) have been obtained and that are still in force and effect, or (ii) the failure to obtain which would not reasonably be expected to become a Material Adverse Effect. Notwithstanding the foregoing, any filings and recordings with respect to the Collateral shall be made, or otherwise delivered to Agent for filing or recordation, as of the Closing Date.

(d) Each Loan Document has been duly executed and delivered by each Loan Party that is a party thereto and is the legally valid and binding obligation of such Loan Party, enforceable against such Loan Party in accordance with its respective terms, except as enforcement may be limited by equitable principles or by bankruptcy, insolvency, reorganization, moratorium, or similar laws relating to or limiting creditors' rights generally.

(e) This Agreement and the other Loan Documents, when executed and delivered, will grant to Agent (for the benefit of the Lender Group), upon the filing of the appropriate UCC financing statements with the filing offices listed in the Perfection Certificate, a valid and perfected Lien on the Collateral that is senior to all Liens other than Permitted Priority Liens, solely to the extent perfection can be achieved by such UCC filing.

4.6 **Litigation**.

(a) There are no actions, suits, or proceedings pending or, to the knowledge of any Loan Party, threatened in writing against any Loan Party that either individually or in the aggregate would reasonably be expected to result in a Material Adverse Effect or which in any manner draws into question the validity or enforceability of any of the Loan Documents.

(b) Schedule 4.6(b) sets forth, as of the Closing Date, to the knowledge of any Loan Party, a complete and accurate description, with respect to each of the actions, suits, or proceedings with asserted liabilities in excess of, or that would reasonably be expected to result in liabilities in excess of, two million five hundred thousand Dollars ($2,500,000) that, as of the Closing Date, is pending or, to the knowledge of each Loan Party, threatened in writing against a Loan Party, of (i) the parties to such actions, suits, or proceedings, (ii) the nature of the dispute that is the subject of such actions, suits, or proceedings, (iii) the procedural status, as of the Closing Date, with respect to such actions, suits, or proceedings, and (iv) whether any liability of the Loan Parties in connection with such actions, suits, or proceedings is covered by insurance. The estimate of costs with respect to such actions, suits, or proceedings set forth on Schedule 4.6(b) represents a reasonable estimate of such costs as of the Closing Date, based on reasonable assumptions made in good faith.

4.7 **Compliance with Laws; Permits; Licenses**.

(a) Except as would not reasonably be expected to have a Material Adverse Effect, no Loan Party nor any of its Subsidiaries (i) is in violation of any Applicable Law or (ii) is subject to or in default with respect to any final judgments, writs, injunctions, decrees, rules or regulations of any court or any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign.

(b) None of the Loan Parties has received any written notice from any Governmental Authority alleging that any of the Loan Parties are not in compliance in any material respect with, or may be subject to material liability under, any Applicable Law.

(c) Except as would not reasonably be expected to have a Material Adverse Effect, the Loan Parties have all the Permits required pursuant to Applicable Laws for the Loan Parties to conduct its business as currently contemplated, and all such Permits are in full force and effect. There are no such Permits held in the name of any Person (other than the Loan Parties) on behalf of any of the Loan Parties.

(d) Except as set forth on Schedule 4.7(d), the Loan Parties on the applicable date this representation is being made have all Cannabis Licenses required to conduct their business as currently conducted or contemplated or the Loan Parties have valid, operative, and enforceable management or services agreements with the holders of the applicable Cannabis Licenses.

4.8 **Historical Financial Statements; No Material Adverse Effect.** All historical financial information relating to the financial condition of the Loan Parties and their Subsidiaries that have been delivered by or on behalf of any Loan Party to Agent and the Lenders (the "Historical Financial Statements") have been prepared in accordance with GAAP, except as otherwise expressly noted therein, and fairly present, in all material respects, the financial position, on a consolidated basis, of the Persons described in such financial statements as at the respective dates thereof and the results of operations and cash flows, on a consolidated basis, of the entities described therein for each of the periods then ended, subject, in the case of any such unaudited financial statements, to changes resulting from audit and normal

year-end adjustments. As of the applicable date of such Historical Financial Statements, none of the Loan Parties has any contingent liability or liability for taxes, long term lease or unusual forward or long term commitment that is not, in each case, reflected in the Historical Financial Statements or the notes thereto (to the extent required by GAAP) and which in any such case is material in relation to the business, operations, properties, assets, or financial condition of the Loan Parties or any of their Subsidiaries taken as a whole. Since December 31, 2023, no event, circumstance, or change has occurred that has or would reasonably be expected to result in a Material Adverse Effect.

4.9 **Solvency**.

(a) As of the Closing Date, the Loan Parties and their Subsidiaries, on a consolidated basis, are Solvent.

(b) No transfer of property is being made by any Loan Party and no obligation is being incurred by any Loan Party in connection with the transactions contemplated by this Agreement or the other Loan Documents with the intent to hinder, delay, or defraud either present or future creditors of such Loan Party.

4.10 **Employee Benefits**. No Loan Party, its Subsidiaries nor any of their respective ERISA Affiliates has to such Loan Party's actual knowledge (after due inquiry) contributed to or maintained any Benefit Plan, or is liable for any obligations under any Benefit Plan. No ERISA Event has ever occurred or is reasonably expected to occur.

4.11 **Environmental Condition**. Except as would not reasonably be expected to have a Material Adverse Effect, (a) none of the Real Property nor any other Loan Party's or any of their Subsidiaries' properties or assets has ever been used by a Loan Party, its Subsidiaries' or, to the knowledge of each Loan Party, by previous owners or operators in the disposal of, or to produce, store, handle, treat, Release, or transport, any Hazardous Materials, where such disposal, production, storage, handling, treatment, Release or transport was in violation, in any material respect, of any material Environmental Law, (b) to the knowledge of each Loan Party after due inquiry, there has been no Release of any Hazardous Material, at, to or from any Real Property or any other property owned or leased by any Loan Party or any of their Subsidiaries, (c) no Loan Party nor any of its Subsidiaries has received notice that a Lien arising under any Environmental Law has attached to any revenues or to any Real Property owned or operated by a Loan Party, and (d) no Loan Party nor any of its Subsidiaries nor any of their respective facilities or operations is subject to any Environmental Action or any consent decree or settlement agreement with any Person relating to any Environmental Law or Environmental Liability.

4.12 **Real Property**.

(a) Schedule 4.12(a) sets forth a correct and complete list as of the Closing Date of the location, by state and street address, of all Real Property owned by any Loan Party with a value in excess of $500,000 or leased by any Loan Party where Collateral in excess of $500,000 in value is located, identifying which properties are owned and which are leased, together with the names and addresses of any landlords.

(b) Each Loan Party has fee title, subject only to matters of record disclosed in the title commitments referenced on Schedule 4.12(b), to, or valid leasehold interests in, all such Real Property, and none of the Real Property is subject to any Lien, except Permitted Liens.

(c) Each Loan Party has paid all such material payments required to be made by it in respect of any Leasehold Property, and, to such Loan Party's knowledge, no landlord Lien has been filed, and to Borrower's knowledge, no claim of delinquency is being asserted, with respect to any such payments, except as are subject to Permitted Protest.

(d) All Permits or Cannabis Licenses required to have been issued to enable all Real Property of any Loan Party to be lawfully occupied and used for all of the purposes for which they are currently occupied and used have been lawfully issued and are in full force and effect, other than those that, either individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect.

(e) None of any Loan Party has received any notice, or has any knowledge, of any pending, threatened or contemplated condemnation proceeding affecting any Real Property of such Loan Party or any part thereof, except those that, either individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect.

(f) Except as set forth on Schedule 4.12(f), no Real Property is subject to any lease, license or other occupancy arrangement under which any Loan Party is the lessor, licensor or similar counterparty.

(g) There are no defaults under any Permitted Lien and no event has occurred which, but for the passage of time, the giving of notice, or both, would constitute a default under any Permitted Lien.

(h) None of the Loan Parties has received notice from any insurance company, bonding company, or manager of any defects or inadequacies in the Real Property, or any part thereof, which would adversely affect the insurability of the same or cause the imposition of extraordinary premiums or charges thereon or of any termination or threatened termination of any policy of insurance or bond or materially and adversely affect the value or operation of the Real Property.

(i) The Leases set forth on Schedule 4.12(i) constitute all of the Leases in effect as of the Closing Date with annual rent payments above $250,000 (each a "Material Lease").

(j) To the knowledge of each Loan Party there are no defaults under any of the Material Leases by any Loan Party and no event has occurred which, but for the passage of time, the giving of notice, or both, would constitute a default thereunder by a Loan Party. Except as would not reasonable be expect to have a Material Adverse Effect, to the knowledge of each Loan Party there are no defaults under any Lease that is not a Material Lease by any Loan Party and no event has occurred which, but for the passage of time, the giving of notice, or both, would constitute a default thereunder by a Loan Party

4.13 **Complete Disclosure**. To the actual knowledge of each Loan Party after due inquiry, all factual written information taken as a whole (other than forward-looking statements and projections and information of a general economic nature and general information about the Loan Parties' industry) furnished by or on behalf of a Loan Party to Agent or any Lender (including all information contained in the Schedules hereto or in the other Loan Documents) for purposes of or in connection with this Agreement or the other Loan Documents is, and all other such factual information taken as a whole (other than forward-looking statements and projections and information of a general economic nature and general information about the Loan Parties' industry) hereafter furnished by or on behalf of a Loan Party to Agent or any Lender, will be, true and accurate, in all material respects, on the date as of which such

information is dated or certified and not incomplete by omitting to state any fact necessary to make such information (taken as a whole), not misleading in any material respect at such time in light of the circumstances under which such information was provided. The Projections delivered to Agent and the Lenders on the Closing Date represent, and as of the date on which any other Projections are delivered to Agent or the Lenders, such additional Projections represent, the good faith estimate of management of the Loan Parties, on the date such Projections were delivered, of the Loan Parties' future performance for the periods covered thereby based upon assumptions believed by the management of the Loan Parties to be reasonable at the time of the delivery thereof to Agent and the Lenders (it being recognized by Agent and the Lenders that such projected financial information is not to be viewed as fact and is subject to significant uncertainties and contingencies many of which are beyond the Loan Parties' control, that no assurance can be given that any particular financial projections will be realized, and that actual results may vary materially from such projected financial information).

4.14 **Indebtedness**. Set forth on Schedule 4.14 is a true and complete list of all Indebtedness in excess of $1,000,000 in principal amount of each Loan Party as of the Closing Date that is to remain outstanding after the Closing Date and Schedule 4.14 accurately sets forth the aggregate principal amount of such Indebtedness as of the Closing Date.

4.15 **Patriot Act; Foreign Corrupt Practices Act.** Each Loan Party is in compliance, in all material respects, with the (a) Trading with the Enemy Act, as amended, and each of the foreign assets control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V, as amended) and any other enabling legislation or executive order relating thereto, and (b) Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA Patriot Act of 2001) (the " Patriot Act"). No part of the proceeds of the Loans made hereunder will be used by any Loan Party or any of their Affiliates, directly or indirectly, for any payments to any governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of the United States Foreign Corrupt Practices Act of 1977, as amended.

4.16 **Payment of Taxes**. Except as otherwise permitted under Section 6.6, all tax returns of each Loan Party required to be filed by any of them have been timely filed, all such tax returns and reports are true, correct and complete, in each case, in all material respects, and all taxes shown on such tax returns to be due and payable and all assessments, fees and other similar governmental charges imposed by a tax authority upon a Loan Party and upon its assets, income, businesses and franchises that are due and payable have been paid when due and payable, other than taxes that are the subject of a Permitted Protest. No Loan Party knows of any actual or proposed tax assessment or tax Lien against any Loan Party or any Subsidiary of a Loan Party or any of their respective assets or any Stock in respect of any such Person that is not subject to Permitted Protest.

4.17 **Margin Stock**. No Loan Party is engaged principally, or as one of its important activities, in the business of extending credit for the purpose of purchasing or carrying any Margin Stock. No part of the proceeds of the Loans made to Borrower will be used to purchase or carry any Margin Stock or to extend credit to others for the purpose of purchasing or carrying any Margin Stock or for any purpose that violates the provisions of Regulation T, U or X of the Board of Governors.

4.18 **Governmental Regulation**. No Loan Party is subject to regulation under the Investment Company Act of 1940 or under any other federal or state statute or regulation which may limit its ability to incur Indebtedness or which may otherwise render all or any portion of the Obligations unenforceable.

No Loan Party is a "registered investment company" or a company "controlled" by a "registered investment company" or a "principal underwriter" of a "registered investment company" as such terms are defined in the Investment Company Act of 1940.

4.19 **Sanctions**. No Loan Party nor any of their Subsidiaries is in violation of any Sanctions Laws, and Borrower has implemented and maintains in effect and enforces necessary policies and procedures designed to ensure compliance therewith by the Loan Parties, their Subsidiaries and their respective directors, officers and employees. None of the Loan Parties, nor any of their Subsidiaries (a) is a Sanctioned Person or a Sanctioned Entity, (b) has its assets located in Sanctioned Jurisdictions or Sanctioned Entities, or (c) directly or, to the knowledge of the Loan Parties, indirectly derives revenues from investments in, or transactions with Sanctioned Persons, Sanctioned Jurisdictions or Sanctioned Entities. No proceeds of any Loan made hereunder will be used to fund any operations in, finance any investments or activities in, or make any payments to, a Sanctioned Person, Sanctioned Jurisdiction or Sanctioned Entity.

4.20 **Employee and Labor Matters**. Except as would not reasonably be expected to cause a Material Adverse Effect, there is (i) no unfair labor practice complaint pending or, to the knowledge of any Loan Party, threatened against any Loan Party before any Governmental Authority and no grievance or arbitration proceeding pending or threatened against any Loan which arises out of or under any collective bargaining agreement, (ii) no strike, labor dispute, slowdown, stoppage or similar action or grievance pending or threatened in writing against any Loan Party, or (iii) no union representation question existing with respect to the employees of any Loan Party and no union organizing activity taking place with respect to any of the employees of any Loan Party. No Loan Party has incurred any liability or obligation under the Worker Adjustment and Retraining Notification Act or similar state law, which remains unpaid or unsatisfied. The hours worked and payments made to employees of any Loan Party have not been in material violation of the Fair Labor Standards Act or any other applicable legal requirements. All material payments due from any Loan Party on account of wages and employee health and welfare insurance and other benefits (except for employee vacation benefits) have been paid or accrued as a liability on the books of Borrower and its Subsidiaries.

4.21 **Material Contracts**. Except as would not reasonably be expected to have a Material Adverse Effect, each Material Contract (a) is in full force and effect and is binding upon and enforceable against the applicable Loan Party and, to the knowledge of each Loan Party, each other Person that is a party thereto in accordance with its terms, (b) has not been otherwise amended or modified in any material respect that has not been discussed, and (c) is not in material default due to the action or inaction of the applicable Loan Party. No Loan Party, nor any of its Subsidiaries, is in default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any of its Material Contracts, and no condition exists which, with the giving of notice or the lapse of time or both, could constitute such a default, except where the consequences, direct or indirect, of such default or defaults, if any, could not reasonably be expected to have a Material Adverse Effect.

4.22 **PEP**. To the knowledge of each Loan Party, no Loan Party nor any of their respective Subsidiaries is acting on behalf of any corporation, business or other entity that has been formed by, or for the benefit of, a current or former senior foreign political figure, serving in the executive, legislative, administrative, military or judicial branches of a foreign government (whether elected or not), a senior official of a major foreign political party, or a senior executive of a foreign government owned corporation, or political figure.

4.23 **Location of Collateral**. The office where each Loan Party keeps its records concerning the Collateral, and each Loan Party's principal place of business and chief executive office, each as of the Closing Date, are set forth on Schedule 4.23.

4.24 **EEA Financial Institutions**. No Loan Party is an EEA Financial Institution.

4.25 **Intellectual Property**. Each Loan Party owns, is licensed to use or otherwise has the right to use, all Intellectual Property that is material to the condition (financial or other) for the business or operations of such Loan Party. All Intellectual Property owned by any Loan Party which is issued, registered or pending with any United States or foreign Governmental Authority (including, without limitation, any and all applications for the registration of any such Intellectual Property with any such United States or foreign Governmental Authority) and, to the knowledge of each Loan Party, all licenses under which any Loan Party is the exclusive licensee of any such registered Intellectual Property (or any such application for the registration of Intellectual Property) owned by another Person are set forth on Schedule 4.25. Such Schedule 4.25 indicates in each case whether such registered Intellectual Property (or application therefor) is owned or exclusively licensed by such Loan Party. Except as indicated on Schedule 4.25, to the best of each Loan Party's knowledge, the applicable Loan Party is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each such registered Intellectual Property (or application therefor) purported to be owned by such Loan Party, free and clear of any Liens and/or licenses in favor of third parties or agreements or covenants not to sue such third parties for infringement, other than non-exclusive licenses granted in the ordinary course of business. To the Loan Parties' knowledge, all registered Intellectual Property of each Loan Party is duly and properly registered, filed or issued in the appropriate office and jurisdictions for such registrations, filings or issuances. No Loan Party is party to, nor bound by, any material license agreement with respect to which any Loan Party is the licensee that prohibits or otherwise restricts such Loan Party from granting a security interest in such Loan Party's interest in such license agreement. To the Loan Parties' actual knowledge (after due inquiry), there is no infringement or claim of infringement by others of any Intellectual Property rights of any Loan Party.

4.26 **Broker Fees**. Except as set forth on Schedule 4.26, no broker's or finder's fee or commission will be payable with respect hereto or any of the transactions contemplated hereby. Borrower shall be solely responsible for the payment of any and all broker's or finder's fees and commissions payable now and in the future in connection with this Agreement or any of the transactions contemplated hereby and shall indemnify upon demand the Lender Group and its directors, officers, employees and agents against any claim arising therefrom or in connection therewith.

4.27 **Representations Not Waived**. The representations and warranties of the Loan Parties contained herein will not be affected or deemed waived by reason of any investigation made by or on behalf of any Lender, Agent and/or any of their respective representatives or agents or by reason of the fact that any Lender, Agent and/or any of their respective representatives or agents knew or should have known that any such representation or warranty is or might be inaccurate in any respect.

5. **[RESERVED].**

6. **AFFIRMATIVE COVENANTS.**

Each Loan Party covenants and agrees that, beginning on the Closing Date and continuing until termination of the Commitments and payment in full of the Obligations (other than

contingent obligations with respect to which no claim has been made), each Loan Party shall and shall cause each of its Subsidiaries (not including Excluded Subsidiaries) to do all of the following:

6.1 **Financial Statements, Reports, Certificates**. (a) Deliver to Agent and each Lender, each of the financial statements, reports, certificates and other items set forth on Schedule 6.1 no later than the times specified therein, (b) agree that no Loan Party nor any of its Subsidiaries (excluding Excluded Subsidiaries and Acquired Loan Parties) will have a fiscal year different from that of Borrower, (c) agree to maintain a system of accounting that enables the Loan Parties to produce financial statements in accordance with GAAP, and (d) agree to (i) in connection with the delivery of annual audited financial statements (as set forth on Schedule 6.1), use commercially reasonable efforts to provide Agent with progress reports regarding Borrower's audited year-end financial statements upon Agent's written request, and (ii) permit Agent, the Lenders and their duly authorized representatives or agents to discuss such audited financials with the Auditor during regular business hours and with reasonable prior notice, provided that an employee or a duly authorized representative or agent of the applicable Loan Party be permitted to attend such discussion, provided further, such discussions with any Lender and Auditor shall be no more than one time per year unless an Event of Default has occurred or is continuing. Notwithstanding anything in this Section 6.1 to the contrary, a Lender may specify in writing to Borrower that it does not wish to receive material non-public information with respect to Borrower, its Subsidiaries or their respective securities (the "Public Side Lenders"), and Borrower will identify those portions of the items required to be delivered pursuant to this Section 6.1 to Public Side Lenders and will clearly and conspicuously mark such materials "PUBLIC" which, at a minimum, shall mean that the word "PUBLIC" shall appear prominently on the first page thereof. By marking such items required to be delivered pursuant to this Section 6.1 as "PUBLIC," Borrower shall be deemed to have represented to the Public Side Lender(s) that the applicable financial statement, report, certificate or other item does not contain any material nonpublic information about Borrower, its Subsidiaries or their respective securities. Financial reporting information that Borrower deems to contain material non-public information shall be made available to Lenders who elect, pursuant to a written notice to Borrower, to be "private side" Lenders through a data room conspicuously marked as "PRIVATE." In the event a Lender does not elect to be a Public Side Lender or a "private side" Lender pursuant to a written notice to Borrower, such Lender shall be treated as a Public Side Lender by Borrower until such time, if ever, that Borrower shall have received a written notice from the applicable Lender that such Lender desires to be considered a "private side" Lender.

6.2 **Collateral Reporting**. Provide Agent and the Lenders with each of the reports set forth on Schedule 6.2 at the times specified therein.

6.3 **Existence**. At all times preserve and keep in full force and effect such Person's (i) valid existence and good standing in its jurisdiction of formation or organization except in a transaction expressly permitted by Section 7.3 and Section 7.4 and (ii) except as would not reasonably be expected to have a Material Adverse Effect, good standing with respect to all other jurisdictions in which it is qualified to do business and any Permits or Cannabis Licenses.

6.4 **Inspection; Appraisals**. Permit Agent and the Lenders' duly authorized representatives or agents to (a) visit any of its properties and inspect any of its assets or books and records, to examine and make copies of its books and records, and to discuss its affairs, finances, and accounts with, and to be advised as to the same by, its officers and employees (*provided that* (i) an authorized representative of the Loan Parties shall be given an opportunity to be present, (ii) to the extent Agent and the Lender's duly authorized representatives aren't permitted by Applicable Law to visit any properties or any specific area thereof without credentials, approvals, background checks or similar authorizations, neither Borrower nor

any Loan Party shall be in violation of this Agreement for refusing access to any such restricted area to Agent and the Lender's duly authorized representatives, provided that Borrower and each Loan Party shall cooperate with Agent and the Lender's duly authorized representatives to assist with the procurement of all credentials, approvals, background checks or similar authorizations necessary to enter such restricted area, (iii) so long as no Event of Default shall have occurred during a calendar year, Agent and the Lenders' shall not conduct more than one (1) inspection per calendar year for the Loan Parties, as a whole, and (iv) all costs and expenses incurred by Agent or the Lenders' representatives or agents shall be subject to the cap set forth in Section 2.10 herein except for (x) any such costs and expenses incurred during the existence of an Event of Default or (y) in connection with a refinancing of this credit facility) and (b) cause the Acquired Loan Party's Real Property to be appraised by an appraiser selected by Agent at Agent's sole cost and expense, in each case at such reasonable times and intervals as Agent may designate and, so long as no Event of Default exists, with reasonable prior notice to Borrower and during regular business hours.

6.5 **Maintenance of Properties**.

(a) Maintain and preserve all of its assets and properties which are necessary or useful in the proper conduct of its business in good working order and condition, ordinary wear, tear, casualty and Permitted Dispositions excepted, and defend its title and Agent's Lien therein against all Persons claims and demands, except Permitted Liens, except to the extent a failure to do so would not reasonably be expected to cause a Material Adverse Effect.

(b) Maintain, or obtain contractual commitments from relevant landlords to maintain, all rights of way, easements, grants, privileges, licenses, certificates, and permits necessary for the use of the Real Property (as used in the business of the Loan Parties), except to the extent a failure to do so would not reasonably be expected to cause a Material Adverse Effect.

(c) Comply in all respects with the terms of each Lease and other material agreement relating to the Leasehold Properties so as not to permit any tenant default to exist thereunder beyond any applicable notice and cure periods other than: (i) those matters set forth on Schedule 6.5(c) hereof, and (ii) matters being contested in good faith by appropriate proceedings, except to the extent a failure to do so would not reasonably be expected to cause a Material Adverse Effect.

6.6 **Taxes**. Cause all Taxes, whether real, personal, or otherwise, due or payable by, or imposed, levied, or assessed against the Loan Parties, their Subsidiaries (except for Excluded Subsidiaries) or any of their respective assets to be paid in full when due in accordance with Applicable Law, except to the extent that the validity of such Tax shall be the subject of a Permitted Protest.

6.7 **Insurance**.

(a) The Loan Parties will, and will cause each of their Subsidiaries to, at Borrower's expense, maintain insurance substantially similar to the coverage in place on the Closing Date, as listed on Schedule 6.7. All property insurance policies covering the Collateral are to be made payable to Agent for the benefit of Agent, the Lenders, and any other lenders with respect to collateral secured by Permitted Indebtedness, as their interests may appear, in case of loss, pursuant to a lender loss payable endorsement with a standard noncontributory "lender" or "secured party" clause to the extent not otherwise payable to Agent and the Lenders pursuant to the terms of such insurance policy and are to contain such other provisions as Agent may reasonably require to fully protect the Lenders' interest in the Collateral and to any payments to be made under such policies. All certificates of property and general liability insurance

are to be delivered to Agent, with the lender loss payable (but only in respect of Collateral) and additional insured endorsements in favor of Agent and shall provide for (unless agreed to by Agent) not less than thirty (30) days (ten (10) days in the case of non-payment) prior written notice to Agent and the Lenders of the exercise of any right of cancellation.

(b) If an Event of Default has occurred and is continuing, Borrower shall give Agent and the Lenders prompt notice of any loss exceeding $1,000,000 covered by any Loan Party's casualty or business interruption insurance. So long as no Event of Default has occurred and is continuing, the Loan Parties shall have the exclusive right to adjust any losses payable under any such insurance policies. Upon the occurrence and during the continuance of an Event of Default, Agent shall have the sole right to file claims under any property and general liability insurance policies in respect of the Collateral, 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.

6 . 8 **Compliance with Laws**. Comply with the requirements of all Applicable Laws, Permits, Cannabis Licenses, and orders of any Governmental Authority or any Regulatory Authority in all material respects. The Borrower shall promptly, and in any event, within fifteen (15) days of a senior officer of Borrower obtaining actual knowledge of the same, notify the Agent in writing if the Borrower or any Subsidiary ceases to be in compliance with any applicable Cannabis Laws in all material respects. In the absence of such written notification as aforesaid, the Agent shall be entitled to conclusively assume, without investigation or inquiry that the Borrower and each Subsidiary are in compliance with any and all Cannabis Laws in all material respects, and shall incur no liability to any Person in respect of the same.

6.9 **Environmental**. Except where the failure to do so would not reasonably be expected to result in a Material Adverse Effect:

(a) Keep any property either owned, leased or operated by any Loan Party free of any Environmental Liens or post bonds or other financial assurances sufficient to satisfy the obligations or liability evidenced by such Environmental Liens,

(b) Comply, in all material respects, with Environmental Laws and provide to Agent and the Lenders documentation of such compliance which Agent or any Lender reasonably requests,

(c) Promptly notify Agent and the Lenders of any Release of which Borrower has knowledge of a Hazardous Material in any reportable quantity at, from or onto any Real Property or other property owned or operated by any Loan Party including any Release identified in the course of any Phase II investigation conducted on behalf of Borrower and take any Remedial Actions required to abate said Release or otherwise to come into compliance, in all material respects, with applicable Environmental Law, including any actions required to receive a "No Further Action" letter or similar confirmation from the relevant Governmental Authority evidencing completion of the remediation and compliance with Environmental Law, and provide Agent and Lenders with a copy of such "No Further Action" letter or similar confirmation, and

(d) Promptly, but in any event within ten (10) Business Days of its receipt thereof, provide Agent with written notice of any of the following: (i) written notice that an Environmental Lien has been filed against any of the real or personal property of any Loan Party, (ii) commencement of any Environmental Action or written notice that an Environmental Action will be filed against any Loan

Party, and (iii) written notice of a violation, citation, or other administrative order from a Governmental Authority.

6.10 **Disclosure Updates**. Promptly upon an Authorized Person obtaining actual knowledge thereof, notify Agent and the Lenders if any written information, exhibit, or report furnished to the Lender Group contained, at the time it was furnished, any untrue statement of material fact or omitted to state any material fact necessary to make the statements contained therein not misleading in light of the circumstances in which made. The foregoing to the contrary notwithstanding, any notification pursuant to the foregoing provision will not cure or remedy the effect of the prior untrue statement of a material fact or omission of any material fact nor shall any such notification have the effect of amending or modifying this Agreement or any of the Schedules thereto.

6.11 **Formation or Acquisition of Subsidiaries**. Upon the formation or acquisition by any Loan Party of any Subsidiary that is not an Excluded Subsidiary after the Closing Date (or when a prior Excluded Subsidiary ceases to constitute an Excluded Subsidiary hereunder), within thirty (30) days of such formation or the consummation of such acquisition (or within thirty (30) days of the date such prior Excluded Subsidiary ceases to constitute an Excluded Subsidiary hereunder) (or such later date as permitted by Agent (at the direction of the Required Lenders in their sole discretion)), the Loan Parties shall (a) cause such Subsidiary to execute and deliver to Agent a Guaranty and Security Agreement Joinder, (b) cause such Subsidiary to execute and deliver to Agent such other security documents and financing statements sufficient to grant an Agent Lien in and to the applicable assets of such Subsidiary if required by this Agreement or any of the other Loan Documents with the priority called for by this Agreement or the other Loan Documents, all in form and substance reasonably satisfactory to Agent (at the direction of the Required Lenders), (c) provide, or cause the applicable Loan Party to provide, to Agent a pledge agreement (or addendum to the Guaranty and Security Agreement) and appropriate certificates and powers or financing statements, as applicable pledging all of the direct or beneficial ownership interest in such Subsidiary to Agent for the benefit of the Required Lenders, each in form and substance reasonably satisfactory to Agent (at the direction of the Required Lenders), and (d) provide to Agent all other customary documentation, including, to the extent reasonably requested by Agent, one or more opinions of counsel reasonably satisfactory to Agent (at the direction of the Required Lenders) which in its reasonable opinion is appropriate with respect to the execution and delivery of the applicable documentation referred to above. Any document, agreement, or instrument executed or issued pursuant to this Section 6.11 shall constitute a Loan Document.

6.12 **Acquired Real Property**. To the extent requested by Agent (acting at the direction of the Required Lenders) with respect to any Acquired Real Property with a fair market value in excess of $500,000, the applicable Loan Party owning such Real Property shall, within thirty (30) days of Agent's request, take such actions and execute and deliver, or cause to be executed and delivered, all such Mortgages and Mortgage Supporting Documents with respect to such Real Property as reasonably requested by Agent (acting at the direction of the Required Lenders) to create in favor of Agent for the benefit of the Lenders, a valid and perfected first priority security interest (or such priority as otherwise permitted hereunder) in such Acquired Real Property.

6.13 **Further Assurances**. At any time upon the reasonable request of Agent (acting at the direction of the Required Lenders), each Loan Party shall execute or deliver to Agent, any and all financing statements, fixture filings, security agreements, pledges, assignments, endorsements of certificates of title, Mortgages, deeds of trust, opinions of counsel, and all other documents as shall be necessary or that Agent may reasonably request (acting at the direction of the Required Lenders), in form and substance reasonably satisfactory to Agent (at the direction of the Required Lenders), to create,

perfect, and continue perfected Agent's Liens in the Collateral granted hereunder (collectively, the " Additional Documents"), to create and perfect Liens in favor of Agent in such Collateral, and in order to fully consummate all of the transactions contemplated hereby and under the Loan Documents. To the maximum extent permitted by Applicable Law, each Loan Party authorizes Agent, after the occurrence and during the continuance of an Event of Default, to execute any such Additional Documents in the applicable Loan Party's name and to (acting at the direction of the Required Lenders) file such executed Additional Documents in any appropriate filing office. In furtherance of, and not in limitation of, the foregoing, each of Borrower and each Loan Party shall take such actions as Agent may reasonably request (acting at the direction of the Required Lenders) from time to time to ensure that the Obligations are guaranteed by the Guarantors and are secured by the Collateral. Any document, agreement, or instrument executed or issued pursuant to this Section 6.13 shall constitute a Loan Document.

6.14 **Lender Meetings**. The Loan Parties will, within ninety (90) days after the close of each fiscal year of Borrower (or such later date as Agent may agree (acting at the direction of the Required Lenders)), at the request of Agent (acting at the direction of the Required Lenders) and upon reasonable prior notice, hold a meeting (at a mutually agreeable location and time, including participation by conference call) with all Lenders who choose to attend such meeting at which meeting shall be reviewed the financial results of the previous fiscal year and the financial condition of the Loan Parties and the projections presented for the current fiscal year of Borrower.

6.15 **Material Contracts**. Each Loan Party shall and shall cause each of its Subsidiaries (excluding Excluded Subsidiaries) to observe and perform all of the covenants, terms, conditions and agreements contained in the Material Contracts to be observed or performed by it if failure to so observe or perform would reasonably be expected to have a Material Adverse Effect. Each Loan Party will, and will cause each other Loan Party to, use commercially reasonable efforts to ensure that any Material Contract entered into after the Closing Date (other than any renewals, amendments or extensions of Material Contracts in existence as of the Closing Date) by any Loan Party does not prohibit the grant of a security interest in such agreement (and all rights of such Loan Party thereunder) to such Loan Party's lenders or an agent for any lenders (and any transferees of such lenders or such agent, as applicable). No Loan Party shall release the liability of any party under any Material Contract if such release is would reasonably be expected to have a Material Adverse Effect.

6.16 **Books and Records.** Each Loan Party shall keep proper books of records and accounts in which full, true and correct entries in conformity with GAAP and all requirements of law, in each case, in all material respects, shall be made of all dealings and transactions in relation to its businesses and activities.

6.17 **[Reserved]**.

6.18 **Cash Management**. No Loan Party shall establish or maintain any Deposit Account or Securities Account (other than Excluded Accounts) unless (i) at a financial institution that is reasonably satisfactory to the agent (at the direction of the Required Lenders), provided that each bank and financial institution utilized by Borrower and its Subsidiaries on the Closing Date and listed on Schedule 6.18 are deemed to be reasonably satisfactory to the Agent and the Required Lenders, and (ii) such financial institution shall have duly executed and delivered to the Agent a Control Agreement with respect to such Deposit Account or Securities Account within thirty (30) days of: (y) the establishment of any Deposit Account or Securities Account or (z) a Subsidiary becoming a Loan Party. Except for cash on deposit in an Excluded Account, the Loan Parties shall deposit all other cash at the dispensaries, cultivation facilities, production facilities or from other operations in Deposit Accounts with banks in the state in

which such operations occur (if any) promptly after receipt thereof (and in any event cause such receipts to be deposited in the ordinary course of business), *provided* that, for the avoidance of doubt, it shall not be a violation of this Section 6.18 by a Loan Party if such Loan Party is prohibited or limited from transferring cash that would otherwise be required to be transferred to a Deposit Account if such transfer is not permitted pursuant to Applicable Law or the bank or other financial institution where the applicable Loan Party has established and maintains a Deposit Account. The Loan Parties shall provide prior written notice to Agent of each new Deposit Account or Securities Account that it opens on or after the Closing Date, in each case providing the current balance, the anticipated average daily balance, and the name and address of the depositary bank for each such account. Notwithstanding the foregoing, to the extent that the Loan Parties cease to be required to maintain the FVC Reserve Amounts in Deposit Accounts at FVCBank, any such FVC Reserve Amounts must be promptly (but in any event, within three (3) Business Days) transferred to a Controlled Account and any accounts must be closed within thirty (30) days of the date such requirement ceases.

6.19 **Post-Closing Matters**. Deliver each of the documents and other items, and perform each of the actions and comply with the covenants, listed on Schedule 6.19 hereto, in each case, (x) with respect to any such delivery or performance, no later than the corresponding latest date specified on such Schedule 6.19 for each such delivery or other action (or such later date as approved by the Required Lenders in writing, e-mail being sufficient) or (y) with respect to any covenants therein, comply with such covenants on the terms set forth on such Schedule 6.19.

7. NEGATIVE COVENANTS.

Each Loan Party covenants and agrees that, beginning on the Closing Date and continuing until termination of all of the Commitments and payment in full of the Obligations (other than contingent obligations in respect of which no claim has been made), no Loan Party will, or permit any of its Subsidiaries, to do any of the following:

7.1 **Indebtedness**. Create, incur, assume, suffer to exist, guarantee, or otherwise become or remain, directly or indirectly, liable with respect to any Indebtedness, except for Permitted Indebtedness.

7.2 **Liens**. Create, incur, assume, or suffer to exist, directly or indirectly, any Lien on or with respect to any of its assets, whether now owned or hereafter acquired, or any income or profits therefrom, except for Permitted Liens.

7.3 **Restrictions on Fundamental Changes**.

(a) Enter into any acquisition, merger, consolidation, reorganization, or recapitalization, or reclassify its Stock (including pursuant to a "division" under Delaware law) (each, a "Fundamental Change"), except: (i) between Loan Parties, provided that if Borrower is a party to such Fundamental Change, Borrower must be the surviving entity after giving effect to such Fundamental Change; (ii) between a Loan Party and an Excluded Subsidiary, *provided* that such Loan Party must be the surviving entity after giving effect to such Fundamental Change; *provided further* that if Borrower is a party to such Fundamental Change, Borrower must be the surviving entity after giving effect to such Fundamental Change; (iii) any Permitted Acquisition; (iv) solely involving the Stock of any Excluded Subsidiary (including without limitation Jushi Europe SA); (v) as part of a listing on a public securities market, including without limitation the New York Stock Exchange or the NASDAQ, provided such acquisition would not reasonably be expected to adversely impact Agent's Lien in any material respect or interest as a Lender in any material respect, and provided further that if the Fundamental Change results

in the Stock of any Person other than Borrower being listed on a public securities market in the United States, such listing shall require the prior written approval of the Agent (at the direction of the Required Lenders acting in good faith); (vi) for Tax purposes that do not have an adverse impact on Agent's Lien in any material respect or any Lender's interest as a Lender in any material respect or (vii) in connection with any transaction that would constitute a Change of Control (and for the avoidance of doubt, such Change of Control shall cause an acceleration of the Obligations in accordance with Section 2.1(b));

(b) Liquidate, wind up, or dissolve itself (or suffer any liquidation or dissolution) other than in the ordinary course of business in a manner that does not have an adverse impact on Agent's Lien in any material respect or interest as a Lender in any material respect;

(c) Suspend or cease operating a material portion of its business if such suspension or cessation would reasonably be expected to cause a Material Adverse Effect.

7.4 **Disposal of Assets**. Other than Permitted Dispositions or transactions permitted by Section 7.3 and Section 7.11, convey, sell, lease, license, assign, transfer, or otherwise dispose of (or enter into an agreement to convey, sell, lease, license, assign, transfer, or otherwise dispose of) any of its or their assets (any such conveyance, sale, lease, license, assignment, transfer or other disposition, a "Disposition").

7.5 **Change Name**. Change any Loan Party's name, organizational identification number, state of organization or organizational identity; provided, however, that any Loan Party may change its name, organizational identification number, state of organization or organizational identity, provided (i) it has given the Agent at least ten (10) days' prior written notice of such change and (ii) such Loan Party promptly files, and in any event not later than the applicable deadline under Applicable Law, all financing statements, in appropriate form, in the appropriate jurisdictions necessary to perfect and/or continue perfection of Agent's Liens, providing evidence thereof satisfactory to the Agent.

7.6 **Nature of Business**. Make any material change in the nature of its or their business (including with respect to any Permitted Acquisition) as described in Schedule 7.6, to the extent not reasonably related thereto, or acquire any properties or assets that are not reasonably related to the conduct of such business activities.

7.7 **Prepayments and Amendments**

(a) Prepay, redeem or defease any Indebtedness (other than the Obligations hereunder), except, so long as no Event of Default is existing or would result therefrom:

(i) Indebtedness being refinanced or extended pursuant to a Permitted Refinancing;

(ii) [reserved];

(iii) any existing Indebtedness to the extent paid from proceeds of a Specified Contribution received by Borrower or its Subsidiaries since immediately after the Closing Date to the extent such Specified Contributions have not otherwise been applied in accordance with the express terms hereof;

(iv) Indebtedness required to be prepaid pursuant to any contractual obligation of a Loan Party existing on the Closing Date and not created in contemplation of the transactions contemplated hereby;

(v) Indebtedness with respect to any sale leaseback transaction permitted hereunder;

(vi) with respect to any unsecured Indebtedness of any Loan Party being exchanged for Subordinated Indebtedness, such unsecured Indebtedness (A) up to $1,000,000, in the aggregate, using balance sheet cash of the Loan Parties (as opposed to third-party debt or equity investments) and (B) in exchange for Stock and/or Subordinated Indebtedness;

(vii) Indebtedness payable on a *pari passu* basis with the Obligations;

(viii) Subordinated Indebtedness;

(ix) Indebtedness incurred pursuant to clauses (i), (m) and (y) of the definition of Permitted Indebtedness;

(x) Indebtedness prepaid, redeemed or defeased solely using the Stock of Borrower; and

(xi) Indebtedness in connection with the Sammartino Notes provided such prepayment, redemption or defeasance is not in violation of Section 9.1(m) hereof.

(b) Prepay, redeem or defease any Indebtedness owed by Jushi Europe or any of its Subsidiaries (other than in connection with a settlement in connection with the ongoing liquidation of any such entity);

(c) Except to the extent permitted pursuant to Section 7.5 hereof, directly or indirectly, amend, modify, alter, or change any of the terms or provisions of the Governing Documents of any Loan Party, in each case, in any material respect that could be materially adverse to Lenders;

(d) Amend or otherwise revise the Employee Notes to: (i) increase the principal; or (ii) extend the maturity beyond 6 months from the date set forth therein, provided that, for the avoidance of doubt, except as set forth in subsections (i) or (ii) of this Section 7.7(d), a Loan Party may take any action with respect to the Employee Notes that such Loan Party deems desirable, including without limitation forgiving any or all Indebtedness evidenced by the Employee Notes; or

(e) Amend or otherwise modify any Subordinated Notes Loan Document except for: (i) amendments or modifications that are not adverse to the Lenders in any material respect; or (ii) amendments or modifications that are undertaken in accordance with the Intercreditor Agreement.

Notwithstanding the foregoing, prior to declaring or making any prepayment, redemption or defeasance of Indebtedness permitted under Section 7.7(a)(iii), (iv), (v), (vii), (viii) and (ix) on and after the Closing Date: (y) Borrower must be in pro forma compliance with the financial covenants in Section 8 both before and after giving effect to such prepayment, redemption or defeasance, and (z) Borrower shall commence an offer to prepay (a "Specified Indebtedness Repayment Offer") an aggregate principal amount of the Term Loans equal to the amount of the proposed prepayment, redemption or defeasance to be made pursuant to this Section 7.7, as the case may be. Each Specified Indebtedness Repayment Offer shall be

made at a price (expressed as a percentage of principal amount thereof) equal to 100% of the principal amount thereof, plus accrued and unpaid interest, if any, along with the Exit Premium to, but excluding, the date of prepayment (subject to the right of Lenders on the relevant date to receive interest due on a Payment Date) (the "Specified Indebtedness Repayment Offer Price"). Each Lender will have the right to decline its pro rata portion of any Specified Indebtedness Repayment Offer (the aggregate principal amount of Loans held by Lenders that decline, the "Declined Specified Indebtedness Amounts"). Any Declined Specified Indebtedness Amounts may be retained by Borrower and used solely with respect to the payment of any Indebtedness, within twenty (20) Business Days after the Lender declines such Declined Specified Indebtedness Amounts, pursuant to this Section 7.7 to the extent permitted hereunder. For the avoidance of doubt, no Specified Indebtedness Repayment Offer will be required to be made with any Declined Specified Indebtedness Amounts that are used to prepay Indebtedness pursuant to this Section 7.7.

Notices of a Specified Indebtedness Repayment Offer shall be mailed by Borrower by first class mail, postage prepaid, or delivered electronically, at least ten (10) Business Days before the proposed payment date to the Agent for delivery to the Lenders (which notice shall include, among other things set forth in this Agreement, the amount of the Specified Indebtedness Repayment Offer and the amount of the proposed payment of Indebtedness).

In connection with any Specified Indebtedness Repayment Offer, Borrower shall notify the Agent in writing (e-mail being sufficient) (such notice, a "Specified Indebtedness Repayment Offer Notice"):

(i) that a Specified Indebtedness Repayment Offer is being made and the principal amount of Term Loans subject to such Specified Indebtedness Repayment Offer and that such Lender has the right to require Borrower to repurchase the Lender's a pro rata share of the Term Loans at a repurchase price in cash equal to 100% of the principal amount thereof, plus accrued and unpaid interest, if any, along with the Exit Premium to, but excluding, the date of repurchase (subject to the right of holders of record on the relevant date to receive interest on the relevant Payment Date);

(ii) the circumstances and relevant facts about the proposed payment of Indebtedness necessitating Borrower to commence such Specified Indebtedness Repayment Offer; and

(iii) the prepayment date (which shall be no earlier than twenty (20) Business Days nor later than thirty (30) Business Days from the date such notice is mailed or delivered electronically).

Lenders electing to have their Term Loans prepaid shall be required to provide notice to Borrower at the address specified in the Specified Indebtedness Repayment Offer Notice at least three (3) Business Days prior to the prepayment date. Such Lenders shall be entitled to withdraw their election if the Agent or Borrower receives not later than one Business Day prior to the prepayment date a written notice (e-mail being sufficient) setting forth the name of such Lender, the principal amount of the Loans to be prepaid and a statement that such Lender is withdrawing its election to have such Loans prepaid.

On the prepayment date, Borrower shall pay the applicable Specified Indebtedness Repayment Offer Price to the Lenders entitled thereto.

Prior to any Specified Indebtedness Repayment Offer, Borrower shall deliver to the Agent a certificate of the chief executive officer or chief financial officer of Borrower stating that all conditions precedent contained herein to the right of Borrower to make such offer have been complied with.

7.8 **Restricted Payments**. No Loan Party shall make any Restricted Payment, except, so long as no Event of Default is existing or would result therefrom: (i) Restricted Payments set forth on Schedule 7.8; (ii) a Restricted Payment between Excluded Subsidiaries; (iii) Restricted Payments between Loan Parties; (iv) Restricted Payments constituting Permitted Investments or Permitted Indebtedness (including without limitation Restricted Payments to Springing Loan Parties in connection with Permitted Acquisitions), and (v) Restricted Payments constituting the payment or prepayment of Subordinated Indebtedness in accordance with the terms of this Agreement (in each case, with respect to items (i) through (v) above, solely to the extent constituting a Restricted Payment).

7.9 **Payments of Subordinated Indebtedness**. Other than Subordinated Indebtedness subject to the Global Intercompany Subordinated Note, no Loan Party shall make any payments on behalf of such Subordinated Indebtedness if an Event of Default has occurred and is continuing. With respect to Subordinated Indebtedness subject to the Global Intercompany Subordinated Note, no Loan Party shall make any payments on behalf of such Subordinated Indebtedness if: (i) an Event of Default pursuant to Section 9.1 (d) or (e) hereof has occurred and is continuing, or (ii) an Event of Default pursuant to any other subsection of Section 9.1 hereof has occurred and is continuing and Agent (at the direction of the Required Lenders) has provided Borrower with a written notice that such payments are prohibited.

7.10 **Accounting Methods**. Without Agent's consent at the direction of the Required Lenders (such consent not to be unreasonably withheld, conditioned or delayed except as required by Applicable Law or applicable accounting rules), modify or change its fiscal year end from December 31 or its method of accounting (other than as may be required to conform to, or as set forth in the definition of, GAAP).

7.11 **Investments**. Except for Permitted Investments, directly or indirectly, make or acquire any Investment.

7.12 **Transactions with Affiliates**. Directly or indirectly, enter into or permit to exist any transaction with any Affiliate of any Loan Party or any of its Subsidiaries (including the payment any of management, advisory, consulting fees or the like), except for:

(a) transactions between a Loan Party, on the one hand, and an Excluded Subsidiary, on the other hand, so long as such transactions (i) are upon fair and reasonable terms, (ii) are fully disclosed to Agent if they involve one or more payments by such Loan Party in excess of $2,500,000 per fiscal year for any single transaction or series of transactions, and (iii) are no less favorable to such Loan Party than would be obtained in an arm's length transaction with a non-Affiliate;

(b) transactions permitted under Section 7.3;

(c) transactions permitted under Section 7.8;

(d) (i) the payment of compensation, severance, or employee benefit arrangements to employees, consultants, officers and outside directors of such Loan Party made: (1) in the ordinary course of business, (2) pursuant to a contractual arrangement in place prior to the Closing Date and which was not created in contemplation of avoiding the contractual obligations of the Loan Parties under the Loan Documents; or (3) approved by a majority of the independent members of such Loan Party's Board of Directors (or comparable governing body) or a committee thereof, and (ii) the payment of reasonable and customary indemnification obligations to employees, officers, and outside directors of such Loan Party in the ordinary course of business and consistent with industry practice;

(e) transactions exclusively among the Loan Parties; or

(f) transactions listed on Schedule 7.12.

7.13 **Use of Proceeds**.

(a) Use the proceeds of the Term Loans for any purpose other than (i) to repay in full the Indebtedness under the Existing Credit Agreement, (ii) to finance Permitted Acquisitions, (iii) to pay transactional fees, costs, and expenses incurred in connection with this Agreement and the transactions contemplated hereby and (iv) for general corporate working capital purposes.

(b) No proceeds of any loan made hereunder will be used by the Loan Parties or their Subsidiaries or their respective directors, officers and employees to fund any operations in, finance any investments or activities in, or make any payments to, a Sanctioned Person or a Sanctioned Entity.

7.14 **Limitation on Issuance of Stock**. Except for Permitted Dispositions, Permitted Acquisitions and the issuance or sale of Qualified Stock by Borrower, issue or sell or enter into any agreement or arrangement for the issuance or sale of any of its Stock.

7.15 **Sale and Leaseback Transactions**. No Loan Party shall enter into any arrangement, directly or indirectly, with any Person whereby Borrower or any Loan Party shall sell or transfer property used or useful in its business, whether now owned or hereafter acquired, and thereafter rent or lease such property that it intends to use for substantially the same purpose or purposes as the property being sold or transferred, except as permitted herein.

7.16 **Use of Declined ECF Proceeds, Declined Specified Indebtedness Amounts and Certain Proceeds of Indebtedness**.

(a) Use any Declined ECF Proceeds for any purpose other than (i) in the operation of Borrower's and the other Loan Parties respective Businesses (including funding working capital), (ii) to finance Permitted Acquisitions (including the incurrence of Permitted Indebtedness and Permitted Investments), (iii) to finance incremental capital expenditures, (iv) prepayments of Indebtedness other than the Obligations; provided, that in connection with any such prepayment made pursuant to clause (iv) of this Section 7.16(a), Borrower shall be required to make a Specified Indebtedness Repayment Offer as set forth in Section 7.17 hereof if the amount to be prepaid is greater than the amount of the Declined ECF Proceeds.

(b) Use any Declined Specified Indebtedness Amounts for any purpose other than to make payments in respect of Indebtedness permitted to be repaid pursuant to Section 7.7.

(c) Use the proceeds of any Indebtedness incurred in reliance on (i) clause (w) of the definition of Permitted Indebtedness with respect to any operations outside of the Commonwealth of Pennsylvania and (ii) clause (x) of the definition of Permitted Indebtedness with respect to any operations outside of the Commonwealth of Virginia.

8. FINANCIAL COVENANTS.

Each Loan Party covenants and agrees that, beginning on the Closing Date and continuing until termination of all of the Commitments and payment in full of the Obligations (other than contingent obligations with respect to which no claim has been made):

8.1 **Minimum Cash Balance**. The Loan Parties shall, as determined on the last day of each calendar month, maintain a sum of unrestricted cash and Cash Equivalents (the "Cash Balance") in one or more Deposit Accounts of Loan Parties (calculated net of any amounts on deposit in any Excluded Account) in at least the amount set forth below opposite the applicable calendar month:

Calendar Months Ending	Minimum Cash Balance
On or prior to September 30, 2024	$8,000,000
After September 30, 2024 but on or prior to December 31, 2024	$10,000,000
After December 31, 2024 but on or prior to June 30, 2025	$12,000,000
After June 30, 2025	$15,000,000

The Loan Parties shall cause the minimum Cash Balance required to be held by Loan Parties to be held in Controlled Accounts by no later than the dates set forth in Schedule 6.19.

9. **EVENTS OF DEFAULT.**

9.1 **Events of Default**. Any one or more of the following events shall constitute an event of default (each, an "Event of Default") under this Agreement:

(a) **Payments.** If any Loan Party fails to pay when due and payable, or when declared due and payable, all or any portion of the Obligations consisting of (i) principal or (ii) interest, Make-Whole Amount, Exit Premium, fees, or charges due the Lender Group, reimbursement of Lender Group Expenses, or other amounts constituting Obligations (including any portion thereof that accrues after the commencement of an Insolvency Proceeding, regardless of whether allowed or allowable in whole or in part as a claim in any such Insolvency Proceeding) and such required payment under this clause (ii) is not made within five (5) Business Days of its due date; or

(b) **Covenants.** If any Loan Party or any of its Subsidiaries:

(i) fails to perform or observe any covenant or other agreement contained in Section 6.19 (Post-Closing Matters) (other than with respect to item 7 listed on Schedule 6.19), Section 7 or Section 8 (*provided*, *however*, that to the extent that such failure to perform or observe any covenant contained in Section 8 is solely due to an administrative or clerical error, such failure shall only constitute an Event of Default to the extent that it continues for a period of two (2) Business Days after the earlier of (A) the date on which such failure shall first become known to any senior officer of any Loan Party and (B) the date on which notice thereof is given to Borrower by Agent or any Lender); or

(ii) fails to perform or observe any covenant or other agreement contained in any of Sections 6.8 (Compliance with Laws), 6.11 (Formation or Acquisition of Subsidiaries), and 6.13 (Further Assurances), and, in each case, such failure continues for a period of ten (10) calendar days after

the earlier of (A) the date on which such failure shall first become known to any senior officer of any Loan Party and (B) the date on which notice thereof is given to Borrower by Agent or any Lender; or

(iii) fails to perform or observe any covenant or other agreement contained in any of Sections 6.2 (Collateral Reporting), 6.3 (Existence), 6.4 (Inspection; Appraisals), 6.5 (Maintenance of Properties), 6.6 (Taxes), 6.7 (Insurance), 6.9 (Environmental), 6.10 (Disclosure Updates), 6.12 (Acquired Real Property) 6.14 (Lender Meetings), and 6.15 (Material Contracts) of this Agreement and such failure continues for a period of thirty (30) days after the earlier of (A) the date on which such failure shall first become known to any officer of any Loan Party and (B) the date on which notice thereof is given to Borrower by Agent or any Lender; or

(iv) fails to perform or observe any covenant or other agreement contained in this Agreement, or in any of the other Loan Documents, in each case, other than any such covenant or agreement that is the subject of another provision of this Section 9.1 (in which event such other provision of this Section 9.1 shall govern), and such failure continues for a period of thirty (30) calendar days after the earlier of (i) the date on which such failure shall first become known to any officer of any Loan Party and (ii) the date on which notice thereof is given to Borrower by Agent; or

(c) **Assets.** If any material portion of any Loan Parties' assets is attached, seized, subjected to a writ or distress warrant, or is levied upon, or comes into the possession of any third Person and the same is not discharged before the earlier of thirty (30) days after the date it first arises or five (5) days prior to the date on which such property or asset is subject to forfeiture by such Loan Party; or

(d) **Voluntary Bankruptcy.** If an Insolvency Proceeding is commenced by a Loan Party or any of its Subsidiaries; or

(e) **Involuntary Bankruptcy.** If an Insolvency Proceeding is commenced against a Loan Party or any of its Subsidiaries and any of the following events occur: (a) such Loan Party or such Subsidiary consents to the institution of such Insolvency Proceeding against it, (b) the petition commencing the Insolvency Proceeding is not timely controverted, (c) the petition commencing the Insolvency Proceeding is not dismissed within sixty (60) calendar days of the date of the filing thereof, (d) an interim trustee is appointed to take possession of all or any substantial portion of the properties or assets of, or to operate all or any substantial portion of the business of, such Loan Party or its Subsidiary, or (e) an order for relief shall have been issued or entered therein; or

(f) **Business Affairs**. If any Loan Party is enjoined, restrained, or in any way prevented by court order from continuing to conduct all or any material part of its business affairs which would, individually or in the aggregate, reasonably be expected to adversely impact Agent's Lien in any material respect or interest as a Lender in any material respect; or

(g) **Judgments.** If one or more judgments, orders, or awards for the payment of money involving an aggregate amount of $3,000,000 or more (exclusive of amounts fully covered (other than to the extent of customary deductibles) by insurance pursuant to which the insurer accepted liability therefor in writing) is entered or filed against any Loan Party, or with respect to any of their respective assets, and either (a) there is a period of sixty (60) consecutive days at any time after the entry of any such judgment, order, or award during which (x) the same is not discharged, satisfied, stayed, vacated, or bonded pending appeal, or (y) a stay of enforcement thereof is not in effect, or (b) enforcement proceedings are commenced upon such judgment, order, or award; or

(h) **Default Under Other Agreements.** If there is a default in one or more material debt financing agreements to which a Loan Party or any of its Subsidiaries is a party with one or more third Persons relative to a Loan Party's or any of its Subsidiaries' Indebtedness (excluding any default set forth on Schedule 9.1(h)) involving an aggregate amount of $2,500,000 or more (including, for the avoidance of doubt, any default under the FVC Loan Agreement), and such default (i) continues beyond any applicable grace or cure period, (ii) occurs at the final maturity of the obligations thereunder or (iii) results in a right by such third Person, irrespective of whether exercised, to accelerate the maturity of such Loan Party's obligations thereunder; provided that, (x) any default under any other such debt financing agreement for which a Loan Party can provide to Agent written evidence from such Loan Party's unaffiliated legal counsel (in form and substance reasonably satisfactory to Agent (at the direction of the Required Lenders)) determining that the counterparty to such agreement has, or may have, materially breached its obligations thereunder, shall not be considered a default hereunder; or

(i) **Representations, etc.** If any warranty, representation, certificate or statement made herein or in any other Loan Document or delivered in writing to Agent or any Lender in connection with this Agreement or any other Loan Document proves to be untrue in any material respect (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof) as of the date of issuance or making or deemed making thereof; or

(j) **Guaranty; Subordination.** If (i) the obligation of any Guarantor under the Guaranty is limited or terminated by operation of law or by such Guarantor (except where such Guarantor's Guaranty is terminated because such Guarantor constitutes an Excluded Subsidiary hereunder and is released as a Loan Party) and Borrower has not provided a new Guarantor of equal or greater credit that is acceptable to Agent (at the direction of the Required Lenders in their sole discretion) within ten (10) Business Days, or (ii) any Indebtedness that is required to be subordinated to the Obligations fails to be subordinated to the Obligations upon terms satisfactory to Agent (at the direction of the Required Lenders); or

(k) **Security Documents.** If any Guaranty and Security Agreement, any Mortgage or any other Loan Document that purports to create a Lien, shall, for any reason, fail or cease to create a valid and perfected, and first priority Lien on the Collateral covered thereby, subject to Permitted Priority Liens; or

(l) **Loan Documents.** The validity or enforceability of any Loan Document shall at any time for any reason be declared to be null and void, or a proceeding shall be commenced by a Loan Party or its Subsidiaries, or by any Governmental Authority having jurisdiction over a Loan Party or its Subsidiaries, seeking to establish the invalidity or unenforceability thereof, or a Loan Party or its Subsidiaries shall deny that such Loan Party or its Subsidiaries has any liability or obligation purported to be created under any Loan Document; or

(m) **Sammartino Notes**. If any Loan Party makes a cash settlement payment in excess of $2,500,000 in connection with any dispute regarding the Sammartino Notes; *provided* that settlement payments in any form of consideration other than cash shall not be counted with respect to such $2,500,000 threshold so long as, with respect to any such consideration in the form of earn-outs, seller notes or other take-back paper, such consideration (i) matures or becomes due and payable more than one year after the Maturity Date and (ii) has an annual effective cost of less than 12.25%.

(n) **ERISA Event**. An ERISA Event occurs with respect to a Pension Plan or Multiemployer Plan that has resulted or could reasonably be expected to result in liability of any Loan Party to a Pension Plan, Multiemployer Plan or PBGC, or that constitutes grounds for appointment of a trustee for or termination by the PBGC of any Pension Plan or Multiemployer Plan; a Loan Party or ERISA Affiliate fails to pay when due any installment payment with respect to its withdrawal liability under Section 4201 of ERISA under a Multiemployer Plan; or any event similar to the foregoing occurs or exists with respect to a Foreign Plan, which would, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect.

10. **THE LENDER GROUP'S RIGHTS AND REMEDIES.**

10.1 **Rights and Remedies**. Upon the occurrence and during the continuation of an Event of Default and in addition to any other rights or remedies provided for hereunder or under any other Loan Document or by Applicable Law, Agent may, and, at the direction of the Required Lenders, shall, do any one or more of the following:

(a) declare all or any portion of the principal of, and any and all accrued and unpaid interest and fees with respect to, the Loans and all other Obligations, whether evidenced by this Agreement or by any of the other Loan Documents to be immediately due and payable, whereupon the same shall become and be immediately due and payable and Borrower shall be obligated to repay all of such Obligations in full, without presentment, demand, protest, or further notice or other requirements of any kind, all of which are hereby expressly waived by Borrower;

(b) declare the Commitments terminated, whereupon the Commitments shall immediately be terminated;

(c) terminate this Agreement and any of the other Loan Documents as to any future liability or obligation of the Lender Group, but without affecting any of Agent's Liens in the Collateral and without affecting the Obligations; and

(d) exercise all other rights and remedies available to Agent or the Lenders under the Loan Documents, under Applicable Law, or in equity.

The foregoing to the contrary notwithstanding, upon the occurrence of any Event of Default described in Section 9.1(d) or Section 9.1(e), in addition to the remedies set forth above, without any notice to Borrower or any other Person or any act by the Lender Group, the Commitments shall automatically terminate and the Obligations, inclusive of the principal of, and any and all accrued and unpaid interest and fees with respect to the Loans and all other Obligations, whether evidenced by this Agreement or by any of the other Loan Documents, shall automatically become and be immediately due and payable and Borrower shall automatically be obligated to repay all of such Obligations in full, without presentment, demand, protest, or notice or other requirement of any kind, all of which are expressly waived by Borrower. Agent shall not be required to take any action pursuant to this Section 10.1 unless so directed in writing by the Required Lenders and in Agent's good faith determination, taking such enforcement action is permitted under the terms of the Loan Documents and Applicable Law, and taking such enforcement action will not result in any liability of Agent to any Loan Party or any other Person for which Agent has not been indemnified for under the Loan Documents.

10.2 **Remedies Cumulative**. The rights and remedies of the Lender Group under this Agreement, the other Loan Documents, and all other agreements shall be cumulative. The Lender Group shall have all other rights and remedies not inconsistent herewith as provided under the Code, by law, or

in equity. No exercise by the Lender Group of one right or remedy shall be deemed an election, and no waiver by the Lender Group of any Event of Default shall be deemed a continuing waiver. No delay by the Lender Group shall constitute a waiver, election, or acquiescence by it.

10.3 **Equity Cure Right**. In the event that Borrower fails to comply with the requirements of any financial covenant set forth in Section 8 after any applicable notice period set forth therein, Borrower shall have the right to cure such failure using one or more Permitted Cure Sources, and to apply the amount of proceeds thereof to increase the Cash Balance with respect to the applicable calendar month (the "Cure Right"); *provided that* (a) such proceeds or other Permitted Cure Sources are actually deposited, to the extent necessary to cure such failure, into the Controlled Accounts no later than ten (10) Business Days following breach of such financial covenant, (b) the Cure Right shall not be exercised more than three (3) times per calendar year, and (d) the Cure Right shall not be exercised in consecutive calendar months. If, after giving effect to the foregoing *pro forma* adjustment, Borrower is in compliance with the financial covenants set forth in Section 8.1, Borrower shall be deemed to have satisfied the requirements of Section 8.1 as of the relevant date of determination with the same effect as though there had been no failure to comply on such date, and the applicable breach or default of such Section 8.1 that had occurred shall be deemed cured for purposes of this Agreement. The parties hereby acknowledge that excess proceeds from Permitted Cure Sources received by the Loan Parties may be used for other purposes permitted under this Agreement, subject to and in compliance with the terms of this Agreement.

11. TAXES AND EXPENSES.

Upon the occurrence and during the continuance of an Event of Default, to the extent that any Loan Party fails to pay any monies (whether Taxes, assessments, insurance premiums, or, in the case of leased properties or assets, rents or other amounts payable under such leases) due to third Persons, or fails to make any deposits or furnish any required proof of payment or deposit, all as required under the terms of this Agreement, then, Agent (at the direction of the Required Lenders in their sole discretion), without prior notice to any Loan Party, may do any or all of the following: (a) make payment of the same or any part thereof, or (b) in the case of the failure to comply with Section 6.7 hereof, obtain and maintain insurance policies of the type described in Section 6.7 and take any reasonable action with respect to such policies as Agent deems prudent. Any such amounts paid by Agent shall constitute Lender Group Expenses and any such payments shall not constitute an agreement by the Lender Group to make similar payments in the future or a waiver by the Lender Group of any Event of Default under this Agreement. Agent need not inquire as to, or contest the validity of, any such expense, Tax, or Lien and the receipt of the usual official notice for the payment thereof shall be conclusive evidence that the same was validly due and owing.

12. WAIVERS; INDEMNIFICATION.

12.1 **Demand; Protest; etc**. Each Loan Party waives demand, protest, notice of protest, notice of default, acceleration or intent to accelerate, dishonor, notice of payment and nonpayment, nonpayment at maturity, release, compromise, settlement, extension, or renewal of documents, instruments, chattel paper, and guarantees at any time held by the Lender Group on which any Loan Party may in any way be liable.

12.2 **The Lender Group's Liability for Collateral** . Each Loan Party hereby agrees that: (a) so long as Agent complies with its obligations, if any, under the Code, the Lender Group shall not in any way or manner be liable or responsible for: (i) the safekeeping of the Collateral, (ii) any loss or damage thereto occurring or arising in any manner or fashion from any cause, (iii) any diminution in the

value thereof, or (iv) any act or default of any carrier, warehouseman, bailee, forwarding agency, or other Person, and (b) all risk of loss, damage, or destruction of the Collateral shall be borne by Loan Parties.

12.3 **Indemnification**. Each Loan Party shall pay, indemnify, defend, and hold the Agent-Related Persons, the Lender-Related Persons, and each Participant (each, an "Indemnified Person") harmless (to the fullest extent permitted by law) from and against any and all claims, demands, suits, actions, investigations, proceedings, liabilities, fines, costs, penalties, and damages, and all reasonable fees and disbursements of attorneys, experts, brokers or consultants and all other costs and expenses actually and reasonably incurred in connection therewith or in connection with the enforcement of this indemnification (as and when they are incurred and irrespective of whether suit is brought), at any time asserted against, imposed upon, or incurred by any of them (a) in connection with or as a result of or related to the execution and delivery incurred in advising, structuring, drafting, reviewing, administering, amending, waiving or otherwise modifying the Loan Documents (to the extent covered by the indemnification rights and obligations under this Section 12.3), enforcement, performance, or administration (including any restructuring or workout with respect hereto) of this Agreement, any of the other Loan Documents, or the transactions contemplated hereby or thereby or the monitoring of the Loan Parties' and its Subsidiaries' compliance with the terms of the Loan Documents and (b) with respect to any investigation, litigation, or proceeding related to this Agreement, any other Loan Document, or the use of the proceeds of the credit provided hereunder (irrespective of whether any Indemnified Person is a party thereto), or any act, omission, event, or circumstance in any manner related thereto and (c) in connection with or arising out of any presence or release of Hazardous Materials at, on, under, to or from any assets or properties owned, leased or operated by any Loan Party or any Environmental Actions, Environmental Liabilities and costs or Remedial Actions related in any way to any such assets or properties of any Loan Party or any of their Subsidiaries' (each and all of the foregoing, the "Indemnified Liabilities"). The foregoing to the contrary notwithstanding, no Loan Party shall have any obligation to any Indemnified Person under this Section 12.3 with respect to any Indemnified Liability that a court of competent jurisdiction determines pursuant to a final and non-appealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnified Person or any Agent-Related Person or any Lender-Related Person thereof. This provision shall survive the termination of this Agreement and the repayment of the Obligations. If any Indemnified Person makes any payment to any other Indemnified Person with respect to an Indemnified Liability as to which any Loan Party was required to indemnify the Indemnified Person receiving such payment, the Indemnified Person making such payment is entitled to be indemnified and reimbursed by Loan Parties with respect thereto.

13. NOTICES.

Unless otherwise provided in this Agreement, all notices or demands relating to this Agreement or any other Loan Document shall be in writing and (except for financial statements and other informational documents which may be sent by first-class mail, postage prepaid) shall be personally delivered or sent by registered or certified mail (postage prepaid, return receipt requested), overnight courier, or electronic mail (at the email addresses as a party may designate in accordance herewith). In the case of notices or demands to Borrower, Agent or the Lenders, as the case may be, they shall be sent to the respective address set forth below:

If to Borrower:	Jushi Holdings Inc. 301 Yamato Road, Suite 3250 Boca Raton, Florida 33431 Attention: Legal Department Email: [***]
with copies to:	Feuerstein Kulick LLP 420 Lexington Avenue, Suite 2024 New York, NY 10170 Attention: Samantha Gleit Email: [***]
If to Agent:	Argent Institutional Trust Company 1715 North Westshore Blvd., Suite 750 Tampa, FL 33607 Attention: Debra Schachel and Paul Vaden Email: [***]
with copies to:	Greenberg Traurig, LLP One Vanderbilt Ave. New York, NY 10017 Attention: Kalyan (Kal) Das Email: [***]
If to any Material Lender:	As set forth on Schedule 1.1(b)
with copies to:	Kramer Levin Naftalis & Frankel LLP 1177 Avenue of the Americas New York, NY 10036 Attention: Scott Welkis Email: [***]
If to any other Lender:	As set forth on such Lender's signature page

Any party hereto may change the address at which they are to receive notices hereunder, by notice in writing in the foregoing manner given to the other party. All notices or demands sent in accordance with this Section 13, shall be deemed received on the earlier of the date of actual receipt or three (3) Business Days after the deposit thereof in the mail; *provided that* (a) notices sent by overnight courier service shall be deemed to have been given the next day and (b) notices by electronic mail shall be deemed received upon the sender's receipt of an acknowledgment from the intended recipient (such as by the "return receipt requested" function, as available, return email or other written acknowledgment).

14. **CHOICE OF LAW AND VENUE; JURY TRIAL WAIVER.**

(a) THE VALIDITY OF THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS (UNLESS EXPRESSLY PROVIDED TO THE CONTRARY IN ANOTHER LOAN DOCUMENT WITH RESPECT TO SUCH OTHER LOAN DOCUMENT), THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF AND THEREOF, THE RIGHTS OF THE PARTIES HERETO AND THERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR THEREUNDER OR RELATED HERETO OR THERETO, AND ANY CLAIMS, CONTROVERSIES OR DISPUTES ARISING HEREUNDER OR THEREUNDER OR RELATED HERETO OR THERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

(b) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH LOAN PARTY AND EACH MEMBER OF THE LENDER GROUP HEREBY WAIVES THEIR RESPECTIVE RIGHTS, IF ANY, TO A JURY TRIAL OF ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION DIRECTLY OR INDIRECTLY BASED UPON OR ARISING OUT OF ANY OF THE LOAN DOCUMENTS OR ANY OF THE TRANSACTIONS CONTEMPLATED THEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS (EACH A " CLAIM"). EACH LOAN PARTY AND EACH MEMBER OF THE LENDER GROUP REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

(c) EACH LOAN PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN THE STATE OF NEW YORK, SITTING IN THE COUNTY OF WESTCHESTER OR COUNTY OF NEW YORK, AT THE DISCRETION OF THE AGENT (ACTING AT THE DIRECTION OF THE REQUIRED LENDERS), AND THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO ANY LOAN DOCUMENTS, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, 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 OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT AGENT MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AGAINST ANY LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(d) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY HERETO HEREBY WAIVES ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES WITH RESPECT TO ANY CLAIM FOR BREACH OF CONTRACT OR ANY OTHER THEORY OF LIABILITY ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT, OR ANY ACT, OMISSION, OR EVENT OCCURRING IN CONNECTION THEREWITH, AND EACH PARTY HERETO HEREBY WAIVES, RELEASES, AND AGREES NOT TO SUE UPON ANY CLAIM FOR SUCH DAMAGES, WHETHER OR NOT ACCRUED AND WHETHER OR NOT KNOWN OR SUSPECTED TO EXIST IN ITS FAVOR.

15. **ASSIGNMENTS AND PARTICIPATIONS; SUCCESSORS.**

15.1 **Assignments and Participations**.

(a) **Assignments**. Any Lender may, with the consent of Agent (at the written direction of the Required Lenders) and Borrower (provided, that the consent of Borrower (A) shall not be

unreasonably withheld or delayed (provided further that if such consent is not granted, it shall not be considered unreasonably withheld or delayed if the proposed assignment is to a Person who is a Competitor, or a lender to or an Affiliate of a Competitor, of Borrower or any Loan Party) and (B) shall not be required if an Event of Default exists or such assignment is to a Permitted Assignee), at any time assign to one or more Persons (other than natural persons) who is, unless an Event of Default has occurred and has not been cured (if capable of cure) within 60 days of such occurrence, not a Competitor (any such Person, an "Assignee") all or any portion of such Lender's Loans; *provided* that in no event may any Lender assign its Loans to (i) an Affiliated Lender (unless the assigning Lender is an Affiliated Lender) or (ii) the Borrower or any of its Subsidiaries. In connection with any assignment, regardless of whether Agent or Borrower consent is required, prior to effectuating such assignment the applicable Lender(s) and Assignee(s) shall obtain all necessary governmental, regulatory, and other material consents, approvals and exemptions required to be obtained in connection therewith. Except as Agent may otherwise agree, any such assignment shall be in a minimum aggregate amount equal to one million Dollars ($1,000,000) or, if less, the remaining Commitments and Loans held by the assigning Lender. The Loan Parties and Agent shall be entitled to continue to deal solely and directly with such Lender in connection with the interests so assigned to an Assignee until Agent shall have received and accepted an Assignment and Acceptance.

(i) From and after the date on which the conditions described above have been met, and subject to acceptance and recording of the assignment pursuant to Section 15.1(a)(iii), (x) such Assignee shall be deemed automatically to have become a party hereto and, to the extent that rights and obligations hereunder have been assigned to such Assignee pursuant to such Assignment and Acceptance, shall have the rights and obligations of a Lender hereunder and (y) the assigning Lender, to the extent that rights and obligations hereunder have been assigned by it pursuant to such Assignment and Acceptance, shall be released from its rights (other than its indemnification rights) and obligations hereunder. Upon the request of the Assignee (and, as applicable, the assigning Lender) pursuant to an effective Assignment and Acceptance, Borrower shall execute and deliver to Agent for delivery to the Assignee (and, as applicable, the assigning Lender) a Note or Notes setting forth such Lender's Loans (and, as applicable, a Note or Notes in the principal amount of the Loans retained by the assigning Lender). Each such Note shall be dated the effective date of such assignment. Upon receipt by Agent of such Note(s), the assigning Lender shall return to Borrower any prior Note held by it, and such Note shall be cancelled by Borrower and of no further force or effect.

(ii) Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank, and this Section 15.1 shall not apply to any such pledge or assignment of a security interest; *provided that* no such pledge or assignment of a security interest shall be made, unless an Event of Default has occurred and has not been cured (if capable of cure) within 60 days of such occurrence, to a Competitor or release a Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

(iii) Agent, acting solely for this purpose as an agent of Borrower, shall maintain at one of its offices a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitments of, and principal amounts of (and stated interest on) the Loans owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive absent manifest error, and Borrower, Agent and the Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement. The Register shall be

available for inspection by Borrower and any Lender, at any reasonable time and from time to time upon reasonable prior notice.

(b) Any Lender may, at any time sell to one or more Persons (other than natural persons) participating interests in its Term Loans or other interests hereunder (any such Person, a "Participant"). In connection with any sale by a Lender of a participating interest in its Term Loans, prior to effectuating such sale applicable Lender(s) and each Participant shall obtain all necessary governmental, regulatory, and other material consents, approvals and exemptions required to be obtained in connection therewith. In the event of a sale by a Lender of a participating interest to a Participant, (a) such Lender's obligations hereunder shall remain unchanged for all purposes, (b) Borrower and Agent shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations hereunder and (c) all amounts payable by Borrower shall be determined as if such Lender had not sold such participation and shall be paid directly to such Lender. No Participant shall have any direct or indirect voting rights hereunder except with respect to any event described in Section 16.1 expressly requiring the unanimous vote of all Lenders or, as applicable, all Affected Lenders. Each Lender agrees to incorporate the requirements of the preceding sentence into each participation agreement which such Lender enters into with any Participant. Each Lender that sells a participation to a Participant shall, acting solely for this purpose as an agent of Borrower, maintain at one of its offices a register for the recordation of the names and addresses of each such Participant, and the Commitments of, and principal amount of and accrued interest on the Loans owing to, such Participant (the "Participant Register"); *provided that* no Lender shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any Participant or any information relating to a Participant's interest in any Loans, Commitments or its other obligations under any Loan Document) to any Person except to the extent that disclosure is required to establish that such a participation in a Loan or other obligation is held by a Participant who is a non-resident alien individual (within the meaning of IRC Section 871) or a foreign corporation (within the meaning of IRC Section 881) is in registered form (as described above). The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall have the right to treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary.

15.2 **Successors**. This Agreement shall bind and inure to the benefit of the respective successors and assigns of each of the parties; *provided that* no Loan Party may assign this Agreement or any rights or duties hereunder without the Required Lenders' prior written consent and any prohibited assignment shall be absolutely void *ab initio*. No consent to assignment by the Lenders shall release any Loan Party from its Obligations.

16. AMENDMENTS; WAIVERS.

16.1 Amendments and Waivers.

(a) No amendment, waiver, or other modification of any provision of this Agreement or any other Loan Document, and no consent with respect to any departure by any Loan Party therefrom, shall be effective unless the same shall be in writing and signed by the Required Lenders (or, with respect to a Loan Document other than this Agreement, by Agent, acting at the direction of the Required Lenders) and the Loan Parties that are party thereto and then any such waiver or consent shall be effective, but only in the specific instance and for the specific purpose for which given; *provided, however,* that no such waiver, amendment, or consent shall, unless in writing and signed by all of the Lenders directly affected thereby and all of the Loan Parties that are party thereto, do any of the following:

(i) postpone or delay any date fixed by this Agreement or any other Loan Document for any payment of principal, interest, fees, or other amounts due hereunder or under any other Loan Document (including any applicable grace period therefor),

(ii) reduce the principal of, or the rate of interest on, any loan or other extension of credit hereunder, or reduce any fees, Original Issue Discount or other amounts payable hereunder or under any other Loan Document (except (x) in connection with the waiver of applicability of Section 2.5(c) (which waiver shall be effective with the written consent of the Required Lenders) or (y) that any amendment or modification of defined terms used in the financial covenants in this Agreement shall not constitute a reduction in the rate of interest or a reduction of fees for purposes of this clause (ii)),

(iii) change the Pro Rata Share (i.e., the vote) that is required to take any action hereunder,

(iv) amend, modify, or eliminate any provision of this Agreement providing for consent or other action by all Lenders,

(v) other than as permitted by Section 17.12, release Agent's Lien in and to all or substantially all of the Collateral,

(vi) amend, modify, or eliminate the definitions of "Affiliated Lenders" (or Schedule 1.1(a)), "Required Lenders" or "Pro Rata Share",

(vii) contractually subordinate any of Agent's Liens or subordinate the Obligations in right of payment, or have the effect of either of the foregoing,

(viii) other than in connection with a merger, liquidation, dissolution or sale of such Person expressly permitted by the terms hereof or the other Loan Documents, release any Loan Party from any obligation for the payment of money or consent to the assignment or transfer by any Loan Party of any of its rights or duties under this Agreement or the other Loan Documents,

(ix) amend, modify, or eliminate any of the provisions of Section 2.3(b)(i) or (ii) or Section 2.3(g),

(x) amend, modify, or eliminate any of the provisions of Section 15.1 with respect to assignments to, or participations with, Persons who are a Loan Party or an Affiliate of a Loan Party, or

(xi) amend, modify or eliminate any of the provisions of this Section 16.1 or Section 17.13(b).

(b) No amendment, waiver, modification, or consent shall amend, modify, waive, or eliminate, any provision of Section 17 pertaining to Agent, or any other rights or duties of Agent under this Agreement or the other Loan Documents, without the written consent of Agent, Loan Parties, and the Required Lenders.

Anything in this Section 16.1 to the contrary notwithstanding, any amendment, waiver, modification, elimination, or consent of or with respect to any provision of this Agreement or any other Loan Document may be entered into without the consent of, or over the objection of, any Defaulting Lender.

16.2 **Replacement of Certain Lenders**.

(a) If (i) any action to be taken by the Lender Group or Agent hereunder requires the consent, authorization, or agreement of all Lenders or all Lenders affected thereby and if such action has received the consent, authorization, or agreement of the Required Lenders but not of all Lenders or all Lenders affected thereby, or (ii) any Lender makes a claim for compensation under Section 17.11, then Agent and Borrower, upon at least five (5) Business Days prior irrevocable notice, may permanently replace any Lender that failed to give its consent, authorization, or agreement (a "Non-Consenting Lender") or any Lender that made a claim for compensation (a "Tax Lender") with one or more Replacement Lenders, and the Non-Consenting Lender or Tax Lender, as applicable, shall have no right to refuse to be replaced hereunder. Such notice to replace the Non-Consenting Lender or Tax Lender, as applicable, shall specify an effective date for such replacement, which date shall not be later than fifteen (15) Business Days after the date such notice is given.

(b) Prior to the effective date of such replacement, the Non-Consenting Lender or Tax Lender, as applicable, and each Replacement Lender shall execute and deliver an Assignment and Acceptance, subject only to the Non-Consenting Lender or Tax Lender, as applicable, being repaid in full its share of the outstanding Obligations (including all interest, fees, and other amounts that may be due and payable in respect thereof, including the Make-Whole Amounts and the Exit Premium described in Section 2.3(g)) and any costs that are incurred by a Tax Lender in connection with such replacement. If the Non-Consenting Lender or Tax Lender, as applicable, shall refuse or fail to execute and deliver any such Assignment and Acceptance prior to the effective date of such replacement, Agent may, but shall not be required to, execute and deliver such Assignment and Acceptance in the name or and on behalf of the Non-Consenting Lender or Tax Lender, as applicable, and irrespective of whether Agent executes and delivers such Assignment and Acceptance, the Non-Consenting Lender or Tax Lender, as applicable, shall be deemed to have executed and delivered such Assignment and Acceptance. The replacement of any Non-Consenting Lender or Tax Lender, as applicable, shall be made in accordance with the terms of Section 15.1.

16.3 **No Waivers; Cumulative Remedies**. No failure by Agent or any Lender to exercise any right, remedy, or option under this Agreement or any other Loan Document, or delay by Agent or any Lender in exercising the same, will operate as a waiver thereof. No waiver by Agent or any Lender will be effective unless it is in writing, and then only to the extent specifically stated. No waiver by Agent or any Lender on any occasion shall affect or diminish Agent's and each Lender's rights thereafter to require strict performance by the Loan Parties of any provision of this Agreement. Agent's and each Lender's rights under this Agreement and the other Loan Documents will be cumulative and not exclusive of any other right or remedy that Agent or any Lender may have.

17. **AGENT; THE LENDER GROUP.**

17.1 **Appointment and Authorization of Agent**. Each Lender hereby designates and appoints Argent as its agent under this Agreement and the other Loan Documents. Argent hereby accepts such appointment, and each Lender hereby irrevocably authorizes Agent to execute and deliver each of the other Loan Documents on its behalf, and to take such other action on its behalf under the provisions of this Agreement and each other Loan Document and to exercise such powers and perform such duties as are expressly delegated to Agent by the terms of this Agreement or any other Loan Document, together with such powers as are reasonably incidental thereto. Agent agrees to act as agent for and on behalf of the Lenders on the conditions contained in this Section 17. The provisions of this Section 17 are solely for the benefit of Agent, and the Lenders, and no Loan Party shall have any rights as a third party

beneficiary of any of the provisions contained herein. Any provision to the contrary contained elsewhere in this Agreement or in any other Loan Document notwithstanding, Agent shall not have any duties or responsibilities, except those expressly set forth herein or in any other Loan Document, nor shall Agent have or be deemed to have any fiduciary relationship with any Lender, and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Agreement or any other Loan Document or otherwise exist against Agent. Without limiting the generality of the foregoing, the use of the term "agent" in this Agreement or the other Loan Documents with reference to Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any Applicable Law. Instead, such term is used merely as a matter of market custom, and is intended to create or reflect only a representative relationship between independent contracting parties. Each Lender hereby further authorizes Agent to act as the secured party under each of the Loan Documents that create a Lien on any item of Collateral. Except as expressly otherwise provided in this Agreement, Agent shall have and may use its sole discretion with respect to exercising or refraining from exercising any discretionary rights or taking or refraining from taking any actions that Agent expressly is entitled to take or assert under or pursuant to this Agreement and the other Loan Documents. Without limiting the generality of the foregoing, or of any other provision of the Loan Documents that provides rights or powers to Agent, Lenders agree that Agent shall have the right to exercise the following powers as long as this Agreement remains in effect: (a) maintain, in accordance with its customary business practices, ledgers and records reflecting the status of the Obligations, the Collateral, the payments and proceeds of Collateral, and related matters, (b) execute or file any and all financing or similar statements or notices, amendments, renewals, supplements, documents, instruments, proofs of claim, notices and other written agreements with respect to the Loan Documents, (c) exclusively receive, apply, and distribute the payments and proceeds of Collateral as provided in the Loan Documents, (d) open and maintain such bank accounts and cash management arrangements as Agent deems necessary and appropriate in accordance with the Loan Documents for the foregoing purposes, (e) perform, exercise, and enforce any and all other rights and remedies of the Lender Group with respect to any Loan Party, the Obligations, the Collateral, or otherwise related to any of same as provided in the Loan Documents, and (f) incur and pay such Lender Group Expenses as Agent may deem necessary or appropriate for the performance and fulfillment of its functions and powers pursuant to the Loan Documents.

17.2 **Delegation of Duties**. Agent may execute any of its duties under this Agreement or any other Loan Document by or through agents, employees or attorneys in fact and shall be entitled to advice of counsel concerning all matters pertaining to such duties. Agent shall not be responsible for the negligence or misconduct of any agent or attorney in fact that it selects as long as such selection was made without gross negligence, bad faith or willful misconduct.

17.3 **Liability of Agent**.

(a) None of the Agent-Related Persons shall (a) be liable for any action taken or omitted to be taken by any of them under or in connection with this Agreement or any other Loan Document or the transactions contemplated hereby (except for its own gross negligence or willful misconduct as determined by a court of competent jurisdiction pursuant to a final and nonappealable judgment), or (b) be responsible in any manner to any of the Lenders for any recital, statement, representation or warranty made by any Loan Party, or any officer or director thereof, contained in this Agreement or in any other Loan Document, or in any certificate, report, statement or other document referred to or provided for in, or received by Agent under or in connection with, this Agreement or any other Loan Document, or the validity, effectiveness, genuineness, enforceability or sufficiency of this Agreement or any other Loan Document, or for any failure of any Loan Party or any other party to any Loan Document to perform its obligations hereunder or thereunder (other than such filings and other actions as are necessary to perfect

and maintain rights in the Collateral). No Agent-Related Person shall be under any obligation to any Lenders to ascertain or to inquire as to the observance or performance of any of the agreements contained in, or conditions of, this Agreement or any other Loan Document, or to inspect the books and records or properties of any Loan Party or any of its Subsidiaries.

(b) Except for the exercise of reasonable care in the custody of any Collateral in its possession and the accounting for moneys actually received by it hereunder, the Agent shall have no duty as to any Collateral or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral. The Agent shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral in its possession if such Collateral is accorded treatment substantially equivalent to that which the Agent, in its individual capacity, accords its own property consisting of similar interests;

(c) The Agent shall not be responsible in any manner for the validity, enforceability or sufficiency of this Agreement or any other Loan Document or any Collateral delivered under the Loan Documents, or for the value or collectability of any Obligations or other instrument, if any, so delivered, or for any representations made or obligations assumed by any party other than the Agent. The Agent shall not be bound to examine or inquire into or be liable for any defect or failure in the right or title to all or any of the Collateral whether such defect or failure was known to the Agent or might have been discovered upon examination or inquiry and whether capable of remedy or not;

(d) The Agent shall not be responsible for any unsuitability, inadequacy, expiration or unfitness of any security interest created hereunder or pursuant to any Loan Document nor shall it be obligated to make any investigation into, and shall be entitled to assume, the adequacy and fitness of any security interest created hereunder or pursuant to any Loan Document; the Agent shall not be responsible for filing any financing or continuation statements or recording any documents or instruments in any public office at any time or times or otherwise perfecting or maintaining the perfection of any security interest in the Collateral;

(e) The Agent shall not be liable for any error of judgment, or for any act done or step taken or omitted by it in good faith or for any mistake in act or law, or for anything which it may do or refrain from doing in connection herewith, in each case except for its own gross negligence or willful misconduct, as determined by a court of competent jurisdiction in a final, non-appealable order;

(f) The Agent shall not be bound to make any investigation or calculations into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, approval or other paper or document;

(g) In no event shall the Agent be liable for any indirect, special, punitive or consequential loss or damage of any kind whatsoever, including, but not limited to, lost profits, even if such loss or damage was foreseeable or it has been advised of the likelihood of such loss or damage and regardless of the form of action;

(h) In no event shall the Agent be liable for any failure or delay in the performance of its obligations hereunder because of circumstances beyond its control, including, but not limited to, acts of God, flood, war (whether declared or undeclared), terrorism, strikes, work stoppages, civil or military disturbances, nuclear or natural catastrophes, fire, riot, embargo, loss or malfunctions of utilities, communications or computer (software and hardware) services, government action, including any laws,

ordinances, regulations, governmental action or the like which delay, restrict or prohibit the providing of the services contemplated by this Agreement

(i) The Agent shall have no responsibility for or liability with respect to monitoring compliance of any other party hereto, or to any Loan Document, or any other document related hereto or thereto;

(j) No provision of this Agreement shall require the Agent to expend, advance or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder or in the exercise of any of its rights or powers hereunder or under any Loan Document;

(k) Whenever in the administration of this Agreement the Agent shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, the Agent (unless other evidence be herein specifically prescribed) may conclusively rely upon instructions from the Required Lenders;

(l) The Agent may employ or retain such counsel, accountants, sub-agent, agent or attorney in fact, appraisers or other experts or advisers as it may reasonably require, as it shall select, at the Borrower's sole cost and expense, in each case in accordance with the terms of this Agreement (including without limitation as set forth in the definition of Lender Group Expenses) for the purpose of determining and discharging its rights and duties hereunder and shall not be responsible for the actions of any parties it appoints with due care. The Agent may act and rely and shall be protected in acting and relying in good faith on the opinion or advice of, or information obtained from, any counsel, accountant, investment banker, appraiser or other expert or adviser, whether retained or employed by the Required Lenders or by the Agent;

(m) the Agent shall be under no obligation to exercise any of the rights or powers vested in it by this Agreement or any Loan Document, unless the Borrower, or the Required Lenders, as the case may be shall have offered to the Agent security or indemnity satisfactory to the Agent against the costs, expenses and liabilities which might be incurred by it in compliance with such request or direction;

(n) Without limiting the generality of the foregoing, and notwithstanding anything contained herein to the contrary, nothing contained in this Agreement shall require the Agent to exercise any discretionary acts, and any provisions of this Agreement that authorize or permit the Agent to approve, consent to, disapprove, request, determine, waive, act or decline to act, in its discretion, shall be subject to the Agent receiving written direction from the Required Lenders or the Borrower, to the extent applicable, to take such action or to exercise such rights.

17.4 **Reliance by Agent**. Agent shall be entitled to rely, and shall be fully protected in relying, upon any writing, resolution, notice, consent, certificate, affidavit, letter, telegram, facsimile or other electronic method of transmission, telex or telephone message, statement or other document or conversation believed by it to be genuine and correct and to have been signed, sent, or made by the proper Person or Persons, and upon advice and statements of legal counsel (including counsel to any of the Loan Parties or counsel to any Lender), independent accountants and other experts selected by Agent. Agent shall be fully justified in failing or refusing to take any action under this Agreement or any other Loan Document unless Agent shall first receive such advice or concurrence of the Required Lenders (or, to the extent required by Section 16.1(a), all affected Lenders). If Agent so requests, it shall first be indemnified to its reasonable satisfaction by the Lenders against any and all liability and expense that may be incurred by it by reason of taking or continuing to take any such action. Agent shall in all cases be fully protected

in acting, or in refraining from acting, under this Agreement or any other Loan Document in accordance with a request or consent of the Required Lenders and such request and any action taken or failure to act pursuant thereto shall be binding upon all of the Lenders (except as otherwise required by Section 16.1(a)).

17.5 **Notice of Default or Event of Default**. Agent shall not be deemed to have knowledge or notice of the occurrence of any Default or Event of Default, except with respect to defaults in the payment of principal, interest, fees, and expenses required to be paid to Agent for the account of the Lenders and, except with respect to Events of Default of which Agent has actual knowledge, unless Agent shall have received written notice from a Lender or Borrower referring to this Agreement, describing such Default or Event of Default, and stating that such notice is a "notice of default." Agent promptly will notify the Lenders of its receipt of any such notice or of any Event of Default of which Agent has actual knowledge. If any Lender obtains actual knowledge of any Event of Default, such Lender promptly shall notify the other Lenders and Agent of such Event of Default. Each Lender shall be solely responsible for giving any notices to its Participants, if any. Subject to Section 17.4, Agent shall take such action with respect to such Default or Event of Default as may be requested by the Required Lenders in accordance with Section 10.1.

17.6 **Credit Decision**. Each Lender acknowledges that none of the Agent-Related Persons has made any representation or warranty to it, and that no act by Agent hereinafter taken, including any review of the affairs of any Loan Party or its Affiliates, shall be deemed to constitute any representation or warranty by any Agent-Related Person to any Lender. Each Lender represents to Agent that it has, independently and without reliance upon any Agent-Related Person and based on such due diligence documents and information as it has deemed appropriate, made its own appraisal of and investigation into the business, prospects, operations, property, financial and other condition and creditworthiness of each Loan Party or any other Person party to a Loan Document, and all applicable bank regulatory laws relating to the transactions contemplated hereby, and made its own decision to enter into this Agreement and to extend credit to Borrower. Each Lender also represents that it will, independently and without reliance upon any Agent-Related Person and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit analysis, appraisals and decisions in taking or not taking action under this Agreement and the other Loan Documents, and to make such investigations as it deems necessary to inform itself as to the business, prospects, operations, property, financial and other condition and creditworthiness of each Loan Party or any other Person party to a Loan Document. Except for notices, reports, and other documents expressly herein required to be furnished to the Lenders by Agent, Agent shall not have any duty or responsibility to provide any Lender with any credit or other information concerning the business, prospects, operations, property, financial and other condition or creditworthiness of any Loan Party or any other Person party to a Loan Document that may come into the possession of any of the Agent-Related Persons. Each Lender acknowledges that Agent does not have any duty or responsibility, either initially or on a continuing basis (except to the extent, if any, that is expressly specified herein) to provide such Lender with any credit or other information with respect to any Loan Party, its Affiliates or any of their respective business, legal, financial or other affairs, and irrespective of whether such information came into Agent's or its Affiliates' or representatives' possession before or after the date on which such Lender became a party to this Agreement.

17.7 **Costs and Expenses; Indemnification**. Agent may incur and pay Lender Group Expenses to the extent Agent reasonably deems necessary or appropriate for the performance and fulfillment of its functions, powers, and obligations pursuant to the Loan Documents, including court costs, reasonable attorneys fees and expenses, fees and expenses of financial accountants, advisors, consultants, and appraisers, costs of collection by outside collection agencies, auctioneer fees and

expenses, and costs of security guards or insurance premiums paid to maintain the Collateral, whether or not Loan Parties are obligated to reimburse Agent or Lenders for such expenses pursuant to this Agreement or otherwise. Agent is authorized and directed to deduct and retain sufficient amounts from the payments or proceeds of the Collateral received by Agent to reimburse Agent for such reasonable and documented out-of-pocket costs and expenses prior to the distribution of any amounts to Lenders. In the event Agent is not reimbursed for such costs and expenses by any Loan Party, each Lender hereby agrees that it is and shall be obligated to pay to Agent such Lender's Pro Rata Share thereof. Whether or not the transactions contemplated hereby are consummated, each of the Lenders, on a ratable basis, shall indemnify and defend the Agent-Related Persons (to the extent not reimbursed by or on behalf of Loan Parties and without limiting the obligation of Loan Parties to do so) from and against any and all Indemnified Liabilities; *provided that* no Lender shall be liable for the payment to any Agent-Related Person of any portion of such Indemnified Liabilities resulting solely from such Person's gross negligence or willful misconduct as determined by a court of competent jurisdiction pursuant to a final and nonappealable judgment. Without limitation of the foregoing, each Lender shall reimburse Agent upon demand for such Lender's Pro Rata Share of any costs or out of pocket expenses (including attorneys, accountants, advisors, and consultants fees and expenses) incurred by Agent in connection with the preparation, execution, delivery, administration, modification, amendment, or enforcement (whether through negotiations, legal proceedings or otherwise) of, or legal advice with respect to rights or responsibilities under, this Agreement, any other Loan Document, to the extent that Agent is not reimbursed for such expenses by or on behalf of Loan Parties. The undertaking in this Section 17.7 shall survive the payment of all Obligations hereunder and the resignation or replacement of Agent.

17.8 **Agent in Individual Capacity**. Argent and its Affiliates may make loans to, issue letters of credit for the account of, accept deposits from, acquire Stock in, and generally engage in any kind of banking, trust, financial advisory, underwriting, or other business with any Loan Party or its Affiliates and any other Person party to any Loan Documents as though Argent were not Agent hereunder, and, in each case, without notice to or consent of the other members of the Lender Group. The other members of the Lender Group acknowledge that, pursuant to such activities, Argent or its Affiliates may receive information regarding any Loan Party or its Affiliates or any other Person party to any Loan Document that is subject to confidentiality obligations in favor of Loan Parties or such other Person and that prohibit the disclosure of such information to the Lenders, and the Lenders acknowledge that, in such circumstances (and in the absence of a waiver of such confidentiality obligations, which waiver Agent will use its reasonable best efforts to obtain), Agent shall not be under any obligation to provide such information to them.

17.9 **Successor Agent**. Agent may resign as Agent upon thirty (30) days (ten (10) days if an Event of Default has occurred and is continuing) prior written notice to the Lenders (unless such notice is waived by the Required Lenders), Borrower (unless such notice is waived by Borrower). If Agent resigns under this Agreement, the Required Lenders shall be entitled to appoint a successor Agent for the Lenders. If no successor Agent is appointed prior to the effective date of the resignation of Agent, the Required Lenders shall act as Agent until they appoint a successor Agent. The Required Lenders may agree in writing to remove and replace Agent with a successor Agent from among the Lenders; *provided that*, solely for purposes of this fourth sentence of this Section 17.9, "Required Lenders" shall be deemed to exclude the current Agent and its Affiliates if the current Agent is also a Lender. In any such event, upon the acceptance of its appointment as successor Agent hereunder, such successor Agent shall succeed to all the rights, powers, and duties of the retiring Agent and the term "Agent" shall mean such successor Agent and the retiring Agent's appointment, powers, and duties as Agent shall be terminated. After any retiring Agent's resignation hereunder as Agent, the provisions of this Section 17 shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Agent under this Agreement. If no

successor Agent has accepted appointment as Agent by the date which is thirty (30) days following a retiring Agent's notice of resignation, the retiring Agent's resignation shall nevertheless thereupon become effective and the Required Lenders shall perform all of the duties of Agent hereunder until such time, if any, as the Required Lenders appoint a successor Agent as provided for above.

17.10 **Lender in Individual Capacity**. Any Lender and its respective Affiliates may make loans to, issue letters of credit for the account of, accept deposits from, acquire Stock in and generally engage in any kind of banking, trust, financial advisory, underwriting, or other business with any Loan Party or its Affiliates and any other Person party to any Loan Documents as though such Lender were not a Lender hereunder without notice to or consent of the other members of the Lender Group. The other members of the Lender Group acknowledge that, pursuant to such activities, such Lender and its respective Affiliates may receive information regarding any Loan Party or its Affiliates and any other Person party to any Loan Documents that is subject to confidentiality obligations in favor of Loan Parties or such other Person and that prohibit the disclosure of such information to the Lenders, and the Lenders acknowledge that, in such circumstances (and in the absence of a waiver of such confidentiality obligations, which waiver such Lender will use its reasonable best efforts to obtain), such Lender shall not be under any obligation to provide such information to them.

17.11 **Withholding Taxes**.

(a) **Payments Free of Taxes**. Any and all payments by or on account of any obligation of any Loan Party under any Loan Document shall be made without deduction or withholding for any Taxes, except as required by Applicable Law. If any Applicable Law (as determined in the good faith discretion of an applicable withholding agent) requires the deduction or withholding of any Tax from any such payment by a withholding agent, then the applicable withholding agent shall be entitled to make such deduction or withholding and shall timely pay the full amount deducted or withheld to the relevant Governmental Authority in accordance with Applicable Law and, if such Tax is an Indemnified Tax, then the sum payable by such Loan Party shall be increased as necessary so that after such deduction or withholding has been made (including such deductions and withholdings applicable to additional sums payable under this Section 17.11) the applicable Recipient receives an amount equal to the sum it would have received had no such deduction or withholding been made.

(b) **Payment of Other Taxes by Borrower**. Borrower shall timely pay to the relevant Governmental Authority in accordance with Applicable Law, or at the option of Agent timely reimburse it for the payment of, any Other Taxes.

(c) **Indemnification by Borrower**. Each Loan Party shall, jointly and severally, indemnify each Recipient, within ten (10) days after demand therefor, for the full amount of any Indemnified Taxes (including Indemnified Taxes imposed or asserted on or attributable to amounts payable under this Section 17.11) payable or paid by such Recipient or required to be withheld or deducted from a payment to such Recipient and any reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to such Loan Party by a Lender (with a copy to Agent), or by Agent on its own behalf or on behalf of a Lender, shall be conclusive absent manifest error.

(d) **Indemnification by the Lenders**. Each Lender shall severally indemnify Agent, within ten (10) days after demand therefor, for (i) any Indemnified Taxes attributable to such Lender (but only to the extent that a Loan Party has not already indemnified Agent for such Indemnified Taxes and

without limiting the obligation of the Loan Parties to do so), (ii) any Taxes attributable to such Lender's failure to comply with the provisions of Section 15.1(b) relating to the maintenance of a Participant Register and (iii) any Excluded Taxes attributable to such Lender, in each case, that are payable or paid by Agent in connection with any Loan Document, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any Lender by Agent shall be conclusive absent manifest error. Each Lender hereby authorizes Agent to set off and apply any and all amounts at any time owing to such Lender under any Loan Document or otherwise payable by Agent to the Lender from any other source against any amount due to Agent under this paragraph (d).

(e) **Evidence of Payments**. As soon as practicable after any payment of Taxes by a Loan Party to a Governmental Authority pursuant to this Section 17.11, Borrower shall deliver to Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to Agent (at the direction of the Required Lenders).

(f) **Status of Lenders**. Any Lender that is entitled to an exemption from or reduction of withholding Tax with respect to payments made under any Loan Document shall deliver to Borrower and Agent, at the time or times reasonably requested by Borrower or Agent, such properly completed and executed documentation reasonably requested by Borrower or Agent as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Lender, if reasonably requested by Borrower or Agent, shall deliver such other documentation prescribed by Applicable Law or reasonably requested by Borrower or Agent as will enable Borrower or Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation (other than such documentation set forth in paragraphs (f)(A), (B) and (D) of this Section 17.11) shall not be required if in the Lender's reasonable judgment such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender.

Without limiting the generality of the foregoing, in the event that Borrower is a U.S. Person,

(A) any Lender that is a U.S. Person shall deliver to Borrower and Agent on or about the date on which such Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of Borrower or Agent), executed copies of IRS Form W-9 certifying that such Lender is exempt from U.S. federal backup withholding tax;

(B) any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to Borrower and Agent (in such number of copies as shall be requested by the recipient) on or about the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of Borrower or Agent), whichever of the following is applicable:

(1) in the case of a Foreign Lender claiming the benefits of an income tax treaty to which the United States is a party (x) with respect to payments of interest under any Loan Document, executed copies of IRS Form W-8BEN or IRS Form W-8BEN-E establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the "interest" article of such tax treaty and (y) with respect to any other applicable payments under any Loan Document, IRS Form W-8BEN or IRS Form W-8BEN-E establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the "business profits" or "other income" article of such tax treaty;

(2) executed copies of IRS Form W-8ECI;

(3) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) of the IRC, (x) a certificate substantially in the form of Exhibit D-1 to the effect that such Foreign Lender is not a "bank" within the meaning of Section 881(c)(3)(A) of the IRC, a "10 percent shareholder" of Borrower within the meaning of Article 871(h)(3)(B) of the IRC, or a "controlled foreign corporation" related to Borrower as described in Article 881(c)(3)(C) of the IRC (a "U.S. Tax Compliance Certificate") and (y) executed copies of IRS Form W-8BEN or IRS Form W-8BEN-E; or

(4) to the extent a Foreign Lender is not the beneficial owner, executed copies of IRS Form W-8IMY, accompanied by IRS Form W-8ECI, IRS Form W-8BEN, IRS Form W-8BEN-E, a U.S. Tax Compliance Certificate substantially in the form of Exhibit D-2 or Exhibit D-3, IRS Form W-9, and/or other certification documents from each beneficial owner, as applicable; provided that if the Foreign Lender is a partnership and one or more direct or indirect partners of such Foreign Lender are claiming the portfolio interest exemption, such Foreign Lender may provide a U.S. Tax Compliance Certificate substantially in the form of Exhibit D-4 on behalf of each such direct and indirect partner;

(C) any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to Borrower and Agent (in such number of copies as shall be requested by the recipient) on or about the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of Borrower or Agent), executed copies of any other form prescribed by Applicable Law as a basis for claiming exemption from or a reduction in U.S. federal withholding Tax, duly completed, together with such supplementary documentation as may be prescribed by Applicable Law to permit Borrower or Agent to determine the withholding or deduction required to be made; and

(D) if a payment made to a Lender under any Loan Document would be subject to U.S. federal withholding Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the IRC, as applicable), such Lender shall deliver to Borrower and Agent at the time or times prescribed by law and at such time or times

reasonably requested by Borrower or Agent such documentation prescribed by Applicable Law (including as prescribed by Section 1471(b)(3)(C)(i) of the IRC) and such additional documentation reasonably requested by Borrower or Agent as may be necessary for Borrower and Agent to comply with their obligations under FATCA and to determine that such Lender has complied in all material respects with such Lender's obligations under FATCA or to determine the amount, if any, to deduct and withhold from such payment. Solely for purposes of this clause (D), "FATCA" shall include any amendments made to FATCA after the Closing Date.

Each Lender agrees that if any form or certification it previously delivered expires or becomes obsolete or inaccurate in any respect, it shall update such form or certification or promptly notify Borrower and Agent in writing of its legal inability to do so.

(g) **Treatment of Certain Refunds**. If any party determines, in its sole discretion exercised in good faith, that it has received a refund of any Taxes as to which it has been indemnified pursuant to this Section 17.11 (including by the payment of additional amounts pursuant to this Section 17.11), it shall pay to the indemnifying party an amount equal to such refund (but only to the extent of indemnity payments made under this Section 17.11 with respect to the Taxes giving rise to such refund), net of all out-of-pocket expenses (including Taxes) of such indemnified party and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund). Such indemnifying party, upon the request of such indemnified party, shall repay to such indemnified party the amount paid over pursuant to this paragraph (g) (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) in the event that such indemnified party is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this paragraph (g), in no event will the indemnified party be required to pay any amount to an indemnifying party pursuant to this paragraph (g) the payment of which would place the indemnified party in a less favorable net after-Tax position than the indemnified party would have been in if the Tax subject to indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such Tax had never been paid. This paragraph shall not be construed to require any indemnified party to make available its Tax returns (or any other information relating to its Taxes that it deems confidential) to the indemnifying party or any other Person.

(h) **Survival**. Each party's obligations under this Section 17.11 shall survive the resignation or replacement of Agent or any assignment of rights by, or the replacement of, a Lender, the termination of the Commitments and the repayment, satisfaction or discharge of all obligations under any Loan Document.

17.12 **Collateral Matters**.

(a) The Lenders hereby irrevocably authorize Agent to release any Lien on any Collateral (i) upon the Commitments and payment and satisfaction in full by the Loan Parties of all of the Obligations (other than contingent obligations with respect to which no claim has been made), (ii) constituting property being sold or disposed of if a release is required or desirable in connection therewith and if the Loan Parties certify to Agent and the Lenders that the sale or disposition is permitted under Section 7.4 (and Agent shall rely conclusively on any such certificate, without further inquiry), (iii) constituting property in which the Loan Parties did not own any interest at the time Agent's Lien was granted nor at any time thereafter, (iv) constituting property leased or licensed to any Loan Party under a lease or license that has expired or is terminated in a transaction permitted under this Agreement, or (v) in

connection with a credit bid or purchase authorized under this Section 17.12. The Loan Parties and the Lenders hereby irrevocably authorize Agent, upon the instruction of the Required Lenders, to (a) consent to the sale of, credit bid or purchase (either directly or indirectly through one or more entities) all or any portion of the Collateral at any sale thereof conducted under the provisions of the Bankruptcy Code, including Section 363 of the Bankruptcy Code, (b) credit bid or purchase (either directly or indirectly through one or more entities) all or any portion of the Collateral at any sale or other disposition thereof conducted under the provisions of the Code, including pursuant to Sections 9-610 or 9-620 of the Code, or (c) credit bid or purchase (either directly or indirectly through one or more entities) all or any portion of the Collateral at any other sale or foreclosure conducted or consented to by the Required Lenders in accordance with Applicable Law in any judicial action or proceeding or by the exercise of any legal or equitable remedy. In connection with any such credit bid or purchase, (i) the Obligations owed to the Lenders shall be entitled to be, and shall be, credit bid on a ratable basis (with Obligations with respect to contingent or unliquidated claims being estimated for such purpose if the fixing or liquidation thereof would not impair or unduly delay the ability of Agent to credit bid or purchase at such sale or other disposition of the Collateral and, if such contingent or unliquidated claims cannot be estimated without impairing or unduly delaying the ability of Agent to credit bid at such sale or other disposition, then such claims shall be disregarded, not credit bid, and not entitled to any interest in the Collateral that is the subject of such credit bid or purchase) and the Lenders whose Obligations are credit bid shall be entitled to receive interests (ratably based upon the proportion of their Obligations credit bid in relation to the aggregate amount of Obligations so credit bid) in the Collateral that is the subject of such credit bid or purchase (or in the Stock of any entities that are used to consummate such credit bid or purchase), and (ii) Agent, upon the instruction of the Required Lenders, may accept non-cash consideration, including debt and equity securities issued by such any entities used to consummate such credit bid or purchase and in connection therewith Agent may reduce the Obligations owed to the Lenders (ratably based upon the proportion of their Obligations credit bid in relation to the aggregate amount of Obligations so credit bid) based upon the value of such non-cash consideration. Except as provided above, Agent will not execute and deliver a release of any Lien on any Collateral without the prior written authorization of (y) if the release is of all or substantially all of the Collateral, all of the Lenders, or (z) otherwise, the Required Lenders. Upon request by Agent or the Loan Parties at any time, the Lenders will confirm in writing Agent's authority to release any such Liens on particular types or items of Collateral pursuant to this Section 17.12; *provided that* (1) anything to the contrary contained in any of the Loan Documents notwithstanding, Agent shall not be required to execute any document or take any action necessary to evidence such release on terms that, in Agent's reasonable judgment, could expose Agent to liability or create any obligation or entail any consequence other than the release of such Lien without recourse, representation, or warranty, and (2) such release shall not in any manner discharge, affect, or impair the Obligations or any Liens (other than those expressly released) upon (or obligations of the Loan Parties with respect to) any and all interests retained by any Loan Party, including, the proceeds of any sale, all of which shall continue to constitute part of the Collateral.

(b) Agent shall have no obligation whatsoever to any of the Lenders (i) to verify or assure that the Collateral exists or is owned by any Loan Party or is cared for, protected, or insured or has been encumbered, (ii) to verify or assure that Agent's Liens have been properly or sufficiently or lawfully created, perfected, protected, or enforced or are entitled to any particular priority, (iii) to impose, maintain, increase, reduce, implement, or eliminate any particular reserve hereunder or to determine whether the amount of any reserve is appropriate or not, or (iv) to exercise at all or in any particular manner or under any duty of care, disclosure or fidelity, or to continue exercising, any of the rights, authorities and powers granted or available to Agent pursuant to any of the Loan Documents, it being understood and agreed that with respect to the Collateral, or any act, omission, or event related thereto, subject to the terms and conditions contained herein, Agent may act in any manner it may deem

appropriate, in its sole discretion given Agent's own interest in the Collateral in its capacity as one of the Lenders and that Agent shall have no other duty or liability whatsoever to any Lender as to any of the foregoing, except as otherwise expressly provided herein.

17.13 **Restrictions on Actions by Lenders; Sharing of Payments**.

(a) Each of the Lenders agrees that it shall not, without the express written consent of the Required Lenders, and that it shall, to the extent it is lawfully entitled to do so, upon the written request of the Required Lenders, set off against the Obligations, any amounts owing by such Lender to any Loan Party or any deposit accounts of any Loan Party now or hereafter maintained with such Lender. Each of the Lenders further agrees that it shall not, unless specifically requested to do so in writing by the Required Lenders, take or cause to be taken any action, including, the commencement of any legal or equitable proceedings to enforce any Loan Document against any Loan Party or to foreclose any Lien on, or otherwise enforce any security interest in, any of the Collateral.

(b) If, at any time or times any Lender shall receive (i) by payment, foreclosure, setoff, or otherwise, any proceeds of Collateral or any payments with respect to the Obligations, except for any such proceeds or payments received by such Lender from any Loan Party pursuant to the terms of this Agreement, or (ii) payments in excess of such Lender's Pro Rata Share of all such amounts, such Lender promptly shall (A) turn the same over to Agent or other Lenders, as applicable, in kind, and with such endorsements as may be required to negotiate the same to Agent or the other Lenders, as applicable, or in immediately available funds, as applicable, for application to the Obligations in accordance with the applicable provisions of this Agreement, or (B) purchase, without recourse or warranty, an undivided interest and participation in the Obligations owed to the other Lenders so that such excess payment received shall be applied ratably as among the Lenders in accordance with their Pro Rata Shares; *provided, however,* that to the extent that such excess payment received by the purchasing party is thereafter recovered from it, those purchases of participations shall be rescinded in whole or in part, as applicable, and the applicable portion of the purchase price paid therefor shall be returned to such purchasing party, but without interest except to the extent that such purchasing party is required to pay interest in connection with the recovery of the excess payment.

17.14 **Agency for Perfection**. Agent hereby appoints each other Lender as its agent (and each Lender hereby accepts such appointment) for the purpose of perfecting Agent's Liens in assets which, in accordance with Article 8 or Article 9, as applicable, of the Code can be perfected by possession or control. Should any Lender obtain possession or control of any such Collateral, such Lender shall notify Agent thereof, and, promptly upon Agent's request therefor shall deliver possession or control of such Collateral to Agent or in accordance with Agent's instructions.

17.15 **Payments by Agent to the Lenders**. All payments to be made by Agent to the Lenders shall be made by bank wire transfer of immediately available funds pursuant to such wire transfer instructions as each party may designate for itself by written notice to Agent. Concurrently with each such payment, Agent shall identify whether such payment (or any portion thereof) represents principal, premium, fees, or interest of the Obligations. Agent may perform a wire call-back confirmation consistent with its policies and procedures.

17.16 **Concerning the Collateral and Related Loan Documents**. Each member of the Lender Group authorizes and directs Agent to enter into this Agreement and the other Loan Documents. Each member of the Lender Group agrees that any action taken by Agent in accordance with the terms of this Agreement or the other Loan Documents relating to the Collateral and the exercise by Agent of its powers

set forth therein or herein, together with such other powers that are reasonably incidental thereto, shall be binding upon all of the Lenders.

17.17 **Several Obligations; No Liability**. Notwithstanding that certain of the Loan Documents now or hereafter may have been or will be executed only by or in favor of Agent in its capacity as such, and not by or in favor of the Lenders, any and all obligations on the part of the Lenders to make any credit available hereunder shall constitute the several (and not joint) obligations of the respective Lenders on a ratable basis, according to their respective portion of the Commitments, to make an amount of such credit not to exceed, in principal amount, at any one time outstanding, the amount at such time of their respective portion of the Commitments. The amounts payable at any time hereunder to each Lender shall be a separate and independent debt, and each Lender shall be entitled to protect and enforce its rights arising out hereof and it shall not be necessary for any other Lender to be joined as an additional party in any proceeding for such purpose. Nothing contained herein shall confer upon any Lender any interest in, or subject any Lender to any liability for, or with respect to, the business, assets, profits, losses, or liabilities of any other Lender. Nothing contained herein or in any other Loan Document, and no action taken by Lenders pursuant hereto or thereto, shall be deemed to constitute Lenders as a partnership, an association, a joint venture or any other kind of entity. Each Lender shall be solely responsible for notifying its Participants of any matters relating to the Loan Documents to the extent any such notice may be required, and no Lender shall have any obligation, duty, or liability to any Participant of any other Lender. Except as provided this Section 17.7, no member of the Lender Group shall have any liability for the acts of any other member of the Lender Group. No Lender shall be responsible to any Loan Party or any other Person for any failure by any other Lender to fulfill its obligations to make credit available hereunder, nor to advance for it or on its behalf, nor to take any other action on its behalf hereunder or in connection with the financing contemplated herein.

18. **GENERAL PROVISIONS.**

18.1 **Effectiveness**. This Agreement shall be binding and deemed effective when executed by the Loan Parties, Agent, and each Lender whose signature is provided for on the signature pages hereof.

18.2 **Section Headings**. Headings and numbers have been set forth herein for convenience only. Unless the contrary is compelled by the context, everything contained in each Section applies equally to this entire Agreement.

18.3 **Interpretation.** Neither this Agreement nor any uncertainty or ambiguity herein shall be construed against the Lender Group or any Loan Party, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to accomplish fairly the purposes and intentions of all parties hereto.

18.4 **Severability of Provisions**. Each provision of this Agreement shall be severable from every other provision of this Agreement for the purpose of determining the legal enforceability of any specific provision.

18.5 **Counterparts; Electronic Execution**. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Delivery of an executed counterpart of this Agreement by electronic mail or other electronic method of transmission shall be equally as effective as delivery of an original executed

counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by electronic mail or other electronic method of transmission also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement. The foregoing shall apply to each other Loan Document *mutatis mutandis*.

18.6 **Revival and Reinstatement of Obligations; Certain Waivers**. If any member of the Lender Group repays, refunds, restores, or returns in whole or in part, any payment or property (including any proceeds of Collateral) previously paid or transferred to such member of the Lender Group in full or partial satisfaction of any Obligation or on account of any other obligation of any Loan Party under any Loan Document, because the payment, transfer, or the incurrence of the obligation so satisfied is asserted or declared to be void, voidable, or otherwise recoverable under any law relating to creditors' rights, including provisions of the Bankruptcy Code relating to fraudulent transfers, preferences, or other voidable or recoverable obligations or transfers (each, a "Voidable Transfer"), or because such member of the Lender Group elects to do so on the reasonable advice of its counsel in connection with a claim that the payment, transfer, or incurrence is or may be a Voidable Transfer, then, as to any such Voidable Transfer, or the amount thereof that such member of the Lender Group elects to repay, restore, or return (including pursuant to a settlement of any claim in respect thereof), and as to all reasonable costs, expenses, and attorneys' fees of such member of the Lender Group related thereto, (i) the liability of the Loan Parties with respect to the amount or property paid, refunded, restored, or returned will automatically and immediately be revived, reinstated, and restored and will exist and (ii) Agent's Liens securing such liability shall be effective, revived, and remain in full force and effect, in each case, as fully as if such Voidable Transfer had never been made. If, prior to any of the foregoing, (A) Agent's Liens shall have been released or terminated or (B) any provision of this Agreement shall have been terminated or cancelled, Agent's Liens, or such provision of this Agreement, shall be reinstated in full force and effect and such prior release, termination, cancellation or surrender shall not diminish, release, discharge, impair or otherwise affect the obligation of any Loan Party with respect to such liability or any Collateral securing such liability.

18.7 **Confidentiality**.

(a) Agent and Lenders each individually (and not jointly or jointly and severally) agree that material, non-public information regarding the Loan Parties, their operations, assets, and existing and contemplated business plans shall be treated by Agent and the Lenders in a confidential manner, and shall not be disclosed by Agent and the Lenders to Persons who are not parties to this Agreement, except: (i) to attorneys for and other advisors, accountants, auditors, and consultants to any member of the Lender Group and to employees, directors and officers of any member of the Lender Group (the "Lender Group Representatives") on a "need to know" basis in connection with this Agreement and the transactions contemplated hereby and on a confidential basis, (ii) to Subsidiaries and Affiliates of any member of the Lender Group and *provided that* any such Subsidiary or Affiliate shall have agreed to receive such information hereunder subject to the terms of this Section 18.7, (iii) as may be required by regulatory authorities so long as such authorities are informed of the confidential nature of such information, (iv) as may be required by statute, decision, or judicial or administrative order, rule or regulation, (v) as may be agreed to in advance in writing by any Loan Party, (vi) as requested or required by any Governmental Authority pursuant to any subpoena or other legal process, (vii) as to any such information that is or becomes generally available to the public (other than as a result of prohibited disclosure by Agent or the Lenders or the Lender Group Representative), (viii) in connection with any assignment, participation or pledge of any Lender's interest under this Agreement; provided, that, such party is subject to confidentiality obligations no less protective of Borrower as those contained herein in

connection therewith, (ix) in connection with any litigation or other adversary proceeding involving parties hereto which such litigation or adversary proceeding involves claims related to the rights or duties of such parties under this Agreement or the other Loan Documents, and (x) in connection with the exercise of any secured creditor remedy under this Agreement or any other Loan Documents.

(b) Anything in this Agreement to the contrary notwithstanding, Agent may disclose information concerning the terms and conditions of this Agreement and the other Loan Documents to loan syndication and pricing reporting services or in its marketing or promotional materials, with such information to consist of deal terms and other information customarily found in such publications or marketing or promotional materials and may otherwise use the name, logos, and other insignia of Borrower or the other Loan Parties and the Loans provided hereunder in any "tombstone" or other advertisements, on its website or in other marketing materials of Agent.

18.8 **Debtor-Creditor Relationship**. The relationship between the Lenders and Agent, on the one hand, and the Loan Parties, on the other hand, is solely that of creditor and debtor. No member of the Lender Group has (or shall be deemed to have) any fiduciary relationship or duty to any Loan Party arising out of or in connection with the Loan Documents or the transactions contemplated thereby, and there is no agency or joint venture relationship between the members of the Lender Group, on the one hand, and the Loan Parties, on the other hand, by virtue of any Loan Document or any transaction contemplated therein.

18.9 **Public Disclosure**. Each Loan Party agrees that it will not disclose any non-public information regarding Agent or any Lender or issue any press release or other public disclosure using the name of Agent, any Lender or any of their respective Affiliates or referring to this Agreement or any other Loan Document or any of the terms or provisions hereof or thereof without the prior written consent of Agent or such Lender, except (i) to the extent that a Loan Party is required to do so under Applicable Law (in which event, such Loan Party will consult with Agent or such Lender before issuing such press release or other public disclosure to the extent permitted by Applicable Law), (ii) to attorneys for and other advisors, accountants, auditors, and consultants to any member of such Loan Party and to employees, directors and officers of any member of such Loan Party (collectively, the "Loan Party Representatives") on a "need to know" basis in connection with this Agreement and the transactions contemplated hereby and on a confidential basis, (iii) to Subsidiaries and Affiliates of any Loan Party and *provided that* any such Subsidiary or Affiliate shall have agreed to receive such information hereunder subject to the terms of this Section 18.9, (iv) as may be required by regulatory authorities so long as such authorities are informed of the confidential nature of such information, (v) as may be required by statute, decision, or judicial or administrative order, rule or regulation, (vi) as may be agreed to in advance in writing by Agent or the applicable Lenders, (vii) as requested or required by any Governmental Authority pursuant to any subpoena or other legal process, (viii) as to any such information that is or becomes generally available to the public (other than as a result of prohibited disclosure by any Loan Party or the Loan Party Representative) and (ix) in connection with any litigation or other adversary proceeding involving parties hereto which such litigation or adversary proceeding involves claims related to the rights or duties of such parties under this Agreement or the other Loan Documents.

18.10 **Survival**. All representations and warranties made by the Loan Parties in the Loan Documents and in the certificates or other instruments delivered in connection with or pursuant to this Agreement or any other Loan Document shall be considered to have been relied upon by the other parties hereto and shall survive the execution and delivery of the Loan Documents and the making of any Loans, regardless of any investigation made by any such other party or on its behalf and notwithstanding that Agent or any Lender may have had notice or knowledge of any Default or Event of Default or incorrect

representation or warranty at the time any credit is extended hereunder, and shall continue in full force and effect as long as the principal of, or any accrued interest on, any Loan or any fee or any other amount payable under this Agreement is outstanding or unpaid (other than contingent obligations with respect to which no claim has been made) and so long as the Commitments have not expired or been terminated.

18.11 **PATRIOT Act**. Each Lender that is subject to the requirements of the Patriot Act hereby notifies Loan Parties that pursuant to the requirements of the Act, it is required to obtain, verify and record information that identifies Loan Parties, which information includes the name and address of Loan Parties and other information that will allow such Lender to identify Loan Parties in accordance with the Patriot Act. The parties hereto acknowledge that in accordance with the Patriot Act, the Agent, like all financial institutions and 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 Agent. The parties to this Agreement and the Loan Documents agree that they will provide the Agent with such information as it may request in order for the Agent to satisfy the requirements of the Patriot Act.

18.12 **Integration**. This Agreement, together with the other Loan Documents, reflects the entire understanding of the parties with respect to the transactions contemplated hereby and shall not be contradicted or qualified by any other agreement, oral or written, before the date hereof.

18.13 **Joint and Several**. The obligations of the Loan Parties hereunder and under the other Loan Documents are joint and several.

18.14 **Acknowledgment and Consent to Bail-In of EEA Financial Institutions**. Notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any EEA Financial Institution arising under any Loan Document may be subject to the Write-Down and Conversion Powers of an EEA Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

(a) the application of any Write-Down and Conversion Powers by an EEA Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an EEA Financial Institution; and

(b) the effects of any Bail-In Action on any such liability, including, if applicable:

(i) a reduction in full or in part or cancellation of any such liability;

(ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such EEA Financial Institution, its parent entity, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or

(iii) the variation of the terms of such liability in connection with the exercise of the write-down and conversion powers of any EEA Resolution Authority.

18.15 **Schedules**. Information furnished in any particular schedule attached hereto or any subsection thereof shall be deemed to have been disclosed with respect to every other schedule attached

hereto or any subsection thereof to the extent the relevance of such information to other schedules or subsections thereof is readily apparent regardless of whether specific cross-reference is made.

18.16 ***Interest Act* (Canada) and *Criminal Code* (Canada)**.

(a) For the purposes hereof, whenever interest is calculated on the basis of a year of 360, 365 or 366 days, each rate of interest determined pursuant to such calculation expressed as an annual rate for the purposes of the Interest Act (Canada) is equivalent to such rate as so determined multiplied by the actual number of days in the calendar year in which the same is to be ascertained and divided by 360, 365 or 366 days, respectively.

(b) No interest or fee to be paid hereunder shall be paid at a rate exceeding the maximum rate permitted by Applicable Law. In the event that such interest or fee exceeds such maximum rate, such interest or fees shall be reduced or refunded, as the case may be, so as to be payable at the highest rate recoverable under Applicable Law.

[Signature pages to follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the date first above written.

BORROWER:

JUSHI HOLDINGS INC., as Borrower

By: */s/ Tobi Lebowitz*
Name: Tobi Lebowitz
Title: Chief Legal Officer and Corporate Secretary

AGENT:

ARGENT INSTITUTIONAL TRUST COMPANY, not in its individual capacity, but solely as Agent

By:*/s/ Debra Schachel*
Name: Debra Schachel
Title: Vice President

LENDER:

[●], as a Lender

By:__
Name:
Title:

UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY OR INTEREST OR PARTICIPATION MUST NOT TRADE THE SECURITY BEFORE DECEMBER 1, 2024.

NEITHER THE WARRANT NOR THE SECURITIES ISSUABLE UPON EXERCISE OF THE WARRANT (COLLECTIVELY, THE "SECURITIES") OFFERED HEREBY HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY STATE SECURITIES LAWS AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF SAID SECURITIES ACT AND SUCH LAWS. THE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE OFFERED, TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER SAID SECURITIES ACT AND SUCH LAWS PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM.

Warrant No. ___ [●] Shares of Common Stock

JUSHI HOLDINGS INC.

COMMON STOCK PURCHASE WARRANT

THIS CERTIFIES that, for value received, [_] (together with his/her/its successors and permitted assignee(s) or transferee(s) of this Warrant, the "**Warrant Holder**") is entitled to subscribe for and purchase from Jushi Holdings Inc., a British Columbia corporation (the " **Company**"), [●] fully-paid and non-assessable subordinate voting shares of the Company, no par value (subject to adjustment as described herein, the "**Common Stock**"), at the per share price equal to the Purchase Price at any time, and from time to time, until the Expiration Time.

This Warrant is being issued by the Company in connection with, but for the avoidance of doubt is detached from, loans made to the Company pursuant to that certain Credit Agreement, dated as of [●], by and among the Company, as borrower, the other loan parties that are party thereto, the lenders that are party thereto and Argent Institutional Trust Company, as agent for such lenders (the "**Credit Agreement**").

1. Issuance of Warrant.

1.1. Number of Shares Subject to Warrant. Subject to the terms and conditions set forth herein, the Warrant Holder is entitled to purchase from the Company [●] shares of Common Stock, subject to adjustment as provided herein.

1.2. Exercise Period. This Warrant shall be exercisable until 5:00 p.m., Eastern Time, on July 31, 2029 (the " **Expiration Time**").

1.3. Purchase Price. This Warrant is exercisable at any time and from time to time until the Expiration Time in whole or in part at an exercise price (the "**Purchase Price**") of US$1.00 per share of Common Stock.

1.4. Exercise of Warrant. The Warrant Holder shall exercise this Warrant in accordance with the provisions of Section 2.1(f)(ii) or Section 6 hereof.

1.5. This Warrant is one in a series of warrants issued on the date hereof by the Company (this Warrant together with such other warrants, as any may be amended, modified or supplemented from time to time, the "**Applicable Warrants**"). For purposes of this Warrant:

(a) The term "**Non-Affiliate Warrant Holder**" shall mean holders of Applicable Warrants that are not Affiliates of the Company.

(b) The term "**Requisite Holders**" shall mean, as of any determination date, any one or more Non-Affiliate Warrant Holders that collectively own and control seventy-five percent (75%) or more of the Total Outstanding Warrant Shares.

(c) The term "**Total Outstanding Warrant Shares**" shall mean, as of any determination date, the sum of the shares of Common Stock that would be issuable if all Applicable Warrants held by Non-Affiliate Warrant Holders were exercised in full.

(d) The term "**Loan Documents**" has the meaning set forth in the Credit Agreement; and

(e) The Term "**Acquisition**" shall mean, directly or indirectly in one or more transactions: (A) a sale of all or substantially all of the assets of Company and its subsidiaries (on a consolidated basis); (B) any merger or consolidation of the Company into or with another person or entity, or any other corporate reorganization, in each case pursuant to which the equityholders of the Company in their capacity as such immediately prior to such merger, consolidation or reorganization own less than 50.1% (on a fully-diluted basis) of the aggregate voting interests in the Company (or the surviving or successor entity) immediately after such merger, consolidation or reorganization (provided that a merger, consolidation or reorganization effected exclusively to change the Company's domicile or to list the Common Stock on a public securities market in the United States shall not constitute an Acquisition), or (C) any "person" or "group" (within the meaning of Section 13(d) and 14(d)(2) of the Securities Exchange Act of 1934) becomes the "beneficial owner" (as defined in Rule 13d-3 under the Securities Exchange Act of 1934), of more than 50% (in each case on a fully-diluted basis) of the aggregate voting interests in the Company.

2. Adjustments; Anti-Dilution Provisions.

2.1. Stock Split, Subdivision or Combination of Common Stock; Stock Dividend; Asset or Capital Dividend; or Rights Offerings.

(a) Stock Split, Subdivision or Combination. Other than in connection with an Acquisition, if the Company, at any time while this Warrant is outstanding, shall split, subdivide or combine the Common Stock, the number of shares of Common Stock subject to purchase under this Warrant: (i) shall be proportionately increased and the Purchase Price shall be proportionately decreased, in case of a split or subdivision of the Common Stock, as of the effective date of such stock split or subdivision, or, if the Company shall take a record of the holders of the Common Stock for the purpose of so splitting or subdividing, as at such record date, whichever is earlier, or (ii) shall be proportionately decreased and the Purchase Price shall be proportionately increased, in the case of combination of Common Stock, as at the effective date of such combination or, if the Company shall take a record of holders of the Common Stock for the purpose of so combining, as at such record date, whichever is earlier.

(b) Stock Dividends. In the event the Company, at any time while this Warrant is outstanding, shall pay a dividend payable in, or make any other distribution (except any dividend or distribution consistent with Section 2.1(a) hereof, which shall be governed by that section) in the nature of a dividend of Common Stock, then the Purchase Price shall be adjusted, from and after the date of determination of stockholders entitled to receive such dividend or distribution, to a price determined by multiplying the Purchase Price in effect immediately prior to such date of determination by a fraction, the numerator of which shall be the total number of shares of Common Stock outstanding immediately prior to such dividend or distribution, and the denominator of which shall be the total number of shares of Common Stock outstanding immediately after such dividend or distribution. The Warrant Holder shall

thereafter be entitled to purchase, at the adjusted Purchase Price, the number of shares of Common Stock obtained by multiplying the Purchase Price in effect immediately prior to such adjustment by the number of shares of Common Stock issuable upon the exercise hereof immediately prior to such adjustment, and dividing the product so obtained by the adjusted Purchase Price.

(c) Rights Offerings. If the Company grants, issues or sells Common Stock (other than a distribution in the nature of a dividend pursuant to Sections 2(b) or 2(d) hereof, which shall be governed by those sections, respectively), any preferred stock, right, option, warrant or other instrument that is convertible into or exercisable or exchangeable for, or otherwise entitles the holder thereof to receive, Common Stock (each, a "**Common Stock Equivalent**"), or other rights to purchase stock, warrants, securities or other property, in any case of the foregoing on a pro-rata basis to all the record holders of the Company's Common Stock (each, a "**Purchase Right**"), the Company shall give the Warrant Holder notice, in writing, not less than ten (10) Business Days prior to the record date for the receipt of such Purchase Rights (a "**Purchase Rights Notice**"). The Warrant Holder shall have five (5) Business Days from the date of receipt of a Purchase Rights Notice (the "**Right Offering Election Period**") to inform the Company, in writing, that such Warrant Holder affirmatively elects to receive the applicable Purchase Rights, in which case such Warrant Holder shall be entitled to acquire, upon the terms applicable to such Purchase Rights, the aggregate Purchase Rights which the Warrant Holder could have acquired if the Warrant Holder had held the number of shares of Common Stock acquirable upon complete exercise of this Warrant (without regard to any limitations or restrictions on exercise of this Warrant, including without limitation, the Maximum Percentage) immediately before the date on which a record is taken for the grant, issuance or sale of such Purchase Rights, or, if no such record is taken, the date as of which the record holders of shares of Common Stock are to be determined for the grant, issue or sale of such Purchase Rights (provided, that to the extent that the Warrant Holder's right to participate in any such Purchase Right would result in the Warrant Holder and the other Attribution Parties exceeding the Maximum Percentage, then the Warrant Holder shall not be entitled to participate in such Purchase Right to such extent (and shall not be entitled to beneficial ownership of such Common Stock as a result of such Purchase Right (and beneficial ownership) to such extent) and such Purchase Right to such extent shall be held in abeyance for the benefit of the Warrant Holder until, and notwithstanding whether or not the Expiration Time shall have occurred, such time or times as its right thereto would not result in the Warrant Holder and the other Attribution Parties exceeding the Maximum Percentage, at which time or times the Warrant Holder shall be granted such right (and any Purchase Right granted, issued or sold on such initial Purchase Right or on any subsequent Purchase Right to be held similarly in abeyance) to the same extent as if there had been no such limitations to the extent permitted by applicable securities laws and regulations at the time such right is granted). In the event the Warrant Holder does not elect, in writing, to receive the applicable Purchase Rights within the Rights Offering Election Period, the then-current Purchase Price of the shares of Common Stock acquirable upon complete exercise of this Warrant on the record date set forth in the preceding sentence shall be adjusted downward by an amount equal to the Fair Market Value of the Purchase Rights as of the applicable record date. "**Fair Market Value**" shall mean, as of any date of determination, (a) with respect to the Common Stock or other equity securities issuable to the Warrant Holder upon exercise of this Warrant, and in connection with a Cash Acquisition, the consideration payable in such acquisition for such Common Stock or other equity security (which shall be no less than what is required to be paid for such Common Stock or equity security consistent with the organizational documents of the Company), (b) with respect to the Common Stock or other equity securities, other than pursuant to subclause (a), the price determined by: (i) if the Common Stock or other equity security is then listed or quoted on a Trading Market, the average of the daily volume weighted average price of the Common Stock or other equity security for each of the twenty (20) Business Days ending on such date on the Trading Market on which the Common Stock or other equity security is then listed or quoted as reported by Bloomberg (based on a trading day from 9:30 a.m. (Toronto time) to 4:00 p.m. (Toronto time)), calculated, to the extent the Trading Market on which the Common Stock or other

equity security is then listed or quoted as reported by Bloomberg is a Canadian Trading Market, in Canadian dollars and converted to United States dollars each day at the exchange rate applicable on that day determined in accordance with this Warrant, or (ii) if the Common Stock or other equity security is not then listed or quoted on a Trading Market but is listed or quoted for trading on the OTCQB or OTCQX or similar over-the-counter market in Canada or the United States, the average of the daily volume weighted average price of the Common Stock or other equity security for each of the twenty (20) Business Days ending on such date on OTCQB, OTCQX or similar over-the-counter market in Canada or the United States, as applicable, calculated, to the extent the Trading Market on which the Common Stock or other equity security is then listed or quoted as reported by Bloomberg is a Canadian Trading Market, in Canadian dollars and converted to United States dollars each day at the exchange rate applicable on that day determined in accordance with this Warrant, and (c) with respect to any other assets or, if the Common Stock or other equity securities are not traded on a Trading Market, OTCQB, OTCQX or similar over-the-counter market in Canada or the United States, the fair market value as determined by the Company's Board of Directors (the "**Board**") in its reasonable good faith judgment without giving effect to any discounts for a lack of control, minority status or similar discounts; provided, that (x) if the Requisite Holders disagree with such determination, then the Board and the Requisite Holders shall work together in good faith to resolve any differences that they have regarding the Fair Market Value, (y) if the Board and the Requisite Holders are unable to agree on such Fair Market Value, then the Fair Market Value shall be determined in good faith by a third party appraiser that (1)does not have a current material business or other relationship with the Company, any Requisite Holder, or any of their respective Affiliates and (2) is a nationally or regionally recognized investment banking, valuation or accounting firm (an "**Independent Appraiser**") selected jointly by the Board and the Requisite Holders or, if that selection cannot be made within thirty (30) days, by an Independent Appraiser jointly selected by an Independent Appraiser specified by the Board and an Independent Appraiser specified by the Requisite Holders, and (z) all fees, costs and expenses of the Independent Appraisers shall be borne by the party whose assertion of Fair Market Value is furthest apart from the determination of Fair Market Value made by such Independent Appraiser. "**Trading Market**" shall mean a nationally recognized securities exchange in the United States or Canada (including the CSE). For the avoidance of doubt, notwithstanding anything to the contrary contained in this Warrant, (A) to the extent any determinations hereunder (including of Fair Market Value) shall be made in Canadian dollars, then such amount shall be converted to United States dollars based on the exchange rate from Canadian dollars to United States dollars quoted by Bloomberg as of such applicable date and (B) to the extent any amounts are to be paid to the Warrant Holder under this Warrant, such amounts shall be paid in United States dollars.

(d) Asset or Capital Dividend. If the Company, at any time or from time to time while this Warrant is outstanding, shall make a distribution of its assets pro-rata to the record holders of the Company's Common Stock and/or any class of stock convertible into its Common Stock as a dividend (an "**Asset Dividend**"), the Company shall give the Warrant Holder notice, in writing, not less than ten (10) Business Days prior to the record date for the receipt of such Asset Dividend (an "**Asset Dividend Notice**"). The Warrant Holder shall have five (5) Business Days from the date of receipt of an Asset Dividend Notice (the "**Asset Dividend Election Period**") to inform the Company, in writing, that such Warrant Holder affirmatively elects to receive the applicable Asset Dividend, in which case the applicable Warrant Holder shall be entitled to acquire, upon the terms applicable to such Asset Dividends, the aggregate Asset Dividend which the Warrant Holder could have acquired if the Warrant Holder had held the number of shares of Common Stock acquirable upon complete exercise of this Warrant (without regard to any limitations or restrictions on exercise of this Warrant, including without limitation, the Maximum Percentage) immediately before the date on which a record is taken for the distribution of such Asset Dividend, or, if no such record is taken, the date as of which the record holders of shares of Common Stock are to be determined for the distribution of such Asset Dividend; provided, that to the extent that the Warrant Holder's right to participate in any such Asset Dividend would result in the

Warrant Holder and the other Attribution Parties exceeding the Maximum Percentage, then the Warrant Holder shall not be entitled to participate in such Asset Dividend to such extent (and shall not be entitled to beneficial ownership of such shares of Common Stock as a result of such Asset Dividend (and beneficial ownership) to such extent) and the portion of such Asset Dividend shall be held in abeyance for the benefit of the Warrant Holder until, and notwithstanding whether or not the Expiration Time shall have occurred, such time or times as its right thereto would not result in the Warrant Holder and the other Attribution Parties exceeding the Maximum Percentage, at which time or times the Warrant Holder shall be granted such Asset Dividend (and any Asset Dividend declared or made on such initial Asset Dividend or on any subsequent Asset Dividend held similarly in abeyance) to the same extent as if there had been no such limitations to the extent permitted by applicable securities laws and regulations at the time such Asset Dividend is granted. In the event the Warrant Holder does not elect, in writing, to receive the applicable Asset Dividend within the Asset Dividend Election Period, the then-current Purchase Price of the shares of Common Stock acquirable upon complete exercise of this Warrant on the record date set forth in the preceding sentence shall be adjusted downward by an amount equal to the Fair Market Value of the Asset Dividend as of the applicable record date.

(e) Adjustments for Consolidation, Merger, Reorganization or Reclassification. In the event the Company, at any time or from time to time while this Warrant is outstanding, directly or indirectly, in one or more related transactions (i) shall consolidate with or merge into any other entity and shall not be the continuing or surviving corporation of such consolidation or merger, (ii) shall permit any other entity to consolidate with or merge into the Company and the Company shall be the continuing or surviving entity but, in connection with such consolidation or merger, the Common Stock shall be changed into or exchanged for capital stock or other securities or property of any other entity, (iii) shall effect a capital reorganization or reclassification of the Common Stock (other than one solely resulting in the issuance of additional Common Stock), or (iv) shall be the subject of any consummated purchase offer, tender offer or exchange offer by the Company or any of its Affiliates pursuant to which holders of Common Stock sell, transfer or exchange their shares for other securities, cash or property (each a "**Fundamental Transaction**") then, and in each such event, lawful provision shall be made so that the Warrant Holder shall be entitled to receive upon the exercise hereof at any time after the consummation of such consolidation, merger, transfer, reorganization, reclassification or tender or exchange offer, in lieu of the shares of Common Stock issuable upon exercise of this Warrant prior to such consummation, the capital stock and other securities and property to which the Warrant Holder would have been entitled upon such consummation if the Warrant Holder had exercised this Warrant immediately prior thereto. This Section 2.1(e) shall not apply (1) to any Acquisition or (2) to any merger or consolidation of the Company solely for the purposes of changing the legal domicile or jurisdiction of the Company so long as, for purpose of this Section 2.1(e)(2), such merger or consolidation does not change the number of issued and outstanding shares of Common Stock or any other class of equity securities or securities convertible into equity securities. "**Person**" shall mean any individual, firm, partnership, corporation (including a business trust), trust, joint venture, association, joint stock company, limited liability company, unincorporated organization or any other entity or organization, including a government or agency or political subdivision thereof, and shall include any successor (by merger or otherwise) of such entity.

(f) Treatment of Warrant at Acquisition.

(i) In the event of an Acquisition in which the consideration to be received by the Company's equityholders consists of no less than ninety percent (90%) of cash, no less than ninety percent (90%) of marketable securities or no less than ninety percent (90%) of a combination of cash and marketable securities, in each case, determined in accordance with the amount of cash, the Fair Market Value of any marketable securities and the Fair Market Value of any consideration that does not consist

of cash or marketable securities (a "**Cash Acquisition**"), the Warrant Holder may elect to exercise this Warrant pursuant to Section 6.1 or Section 6.2 and such exercise will be deemed effective immediately prior to and contingent upon the consummation of such Acquisition or the Warrant Holder may elect not to exercise the Warrant, and this Warrant will expire immediately prior to the consummation of such Acquisition; provided, that, if the Warrant Holder neither actively elects to exercise the Warrant or actively elects not to exercise the Warrant, then immediately prior to the Cash Acquisition, if the Fair Market Value of a share of Common Stock as determined in accordance with the definition thereof would be greater than the Purchase Price in effect on such date, then this Warrant shall automatically be deemed on and as of such date to be exercised pursuant to Section 6.2 as to all shares of Common Stock (or such other securities) for which it shall not previously have been exercised, and the Company shall promptly notify the Warrant Holder of the number of shares of Common Stock (or such other securities) issued upon such exercise to Holder; provided, that (x) to the extent that the Warrant Holder's right to participate in any consideration consisting of marketable securities would result in the Warrant Holder and the other Attribution Parties exceeding the Maximum Percentage of the acquiror pursuant to such Cash Acquisition, then the Warrant Holder shall not be entitled to such consideration consisting of marketable securities to such extent (and shall not be entitled to beneficial ownership of such marketable securities as a result of such Cash Acquisition to such extent) and the portion of such consideration consisting of marketable securities shall, unless otherwise agreed to by the Warrant Holder, instead be paid at the closing of such Cash Acquisition by or on behalf of the acquiror in cash based on the Fair Market Value of such portion of consideration and (y) to the extent that the Warrant Holder's right to participate in any consideration consisting of assets other than cash and marketable securities would result in the Warrant Holder or other Attribution Parties being in violation of any applicable law or any Contract to which it is otherwise bound (provided any such Contract was not entered into for the purpose of avoiding the receipt of assets other than cash and marketable securities in accordance with the terms of this Section 2.1(f)(i)), then the Warrant Holder shall not be entitled to such consideration and shall instead be paid at the closing of such Cash Acquisition by or on behalf of the acquiror in cash based on the Fair Market Value of such portion of consideration.

(ii) In the event of an Acquisition other than a Cash Acquisition, the Company shall cause the acquiror to purchase this Warrant from the Warrant Holder by paying to the Warrant Holder an amount in cash equal to the Black-Scholes Value of the remaining unexercised portion of this Warrant on the date of the consummation of such Acquisition, as reasonably determined by the Board; provided, that (x) if the Requisite Holders disagree with such determination, then the Board and the Requisite Holders shall work together in good faith to resolve any differences that they have regarding the Black-Scholes Value, (y) if the Board and the Requisite Holders are unable to agree on such Black-Scholes Value, then the Black-Scholes Value shall be determined in good faith by an Independent Appraiser selected jointly by the Board and the Requisite Holders or, if that selection cannot be made within thirty (30) days, by an Independent Appraiser jointly selected by an Independent Appraiser specified by the Board and an Independent Appraiser specified by the Requisite Holders, and (z) all fees, costs and expenses of the Independent Appraisers shall be borne by the party whose assertion of Black-Scholes Value is furthest apart from the determination of Black-Scholes Value made by such Independent Appraiser. " **Black-Scholes Value**" shall mean the Black-Scholes Value of this Warrant or applicable portion thereof, which value is to be calculated using the Black Scholes Option Pricing Model obtained from the "OV" function on Bloomberg L.P. determined as of the date of consummation of the applicable Acquisition for pricing purposes and reflecting (A) a risk-free interest rate corresponding to the U.S. Treasury rate for a period equal to the time between the date of the public announcement of the applicable Acquisition and the Expiration Time, (B) an expected volatility equal to the lesser of 75% and the 100 day volatility obtained from the HVT function on Bloomberg L.P. as of the trading day immediately following the public announcement of the applicable Acquisition, (C) the underlying price per share used in such calculation shall be the sum of the price per share of Common Stock in cash in the applicable

Acquisition (if any) plus the Fair Market Value of the non-cash consideration receivable by the holders of Common Stock with respect to each share of Common Stock in the applicable Acquisition (if any), (D) a zero cost of borrowing, (E) a strike price equal to the Purchase Price in effect on the date of consummation of the applicable Acquisition and (F) a remaining option time equal to the time between the date of consummation of the applicable Acquisition and the Expiration Time.

(g) Other Events. If the Company, at any time or from time to time while this Warrant is outstanding, shall take any action to which the provisions of Section 2.1(a) through 2.1(f) are not strictly applicable, or, if applicable, would not operate to protect the Warrant Holder from dilution, then the Board shall in good faith determine and implement an appropriate adjustment in the Purchase Price and/or the number of shares of Common Stock or other equity securities issuable upon exercise of the Warrant so as to protect the rights of the Warrant Holder; provided, that, if the Requisite Holders provide written notice that they do not agree that such adjustments appropriately protect their interests hereunder against such dilution, then the Board and the Requisite Holders shall agree, in good faith, upon an Independent Appraiser selected jointly by the Board and the Requisite Holders or, if that selection cannot be made within thirty (30) days, by an Independent Appraiser jointly selected by an Independent Appraiser specified by the Board and an Independent Appraiser specified by the Requisite Holders. The Independent Appraisers determination shall be final and binding and the Independent Appraiser's fees and expenses shall be borne by the party whose assertion of the adjustment is furthest apart from the determination of the appropriate adjustment made by such Independent Appraiser. If more than one subsection of this Section 2.1 is applicable to a single event, the subsection shall be applied that produces the largest adjustment in favor of the Requisite Holders as determined in the reasonable discretion of the Board (and subject to the Independent Appraiser mechanism set forth in this Section). For the avoidance of doubt, nothing in this Section 2.1(g) is intended to adjust the Purchase Price for any issuances of Company equity securities (including without limitation Common Stock or Common Stock Equivalents) pursuant to bona fide financings to unaffiliated third persons or other Exempt Issuances, even if such issuances are for below the Purchase Price per share of Common Stock.

(h) Certificate of Adjustment. The Company shall, within a reasonable time period after written request at any time by the Warrant Holder, furnish or cause to be furnished to the Warrant Holder a certificate setting forth adjustments of the Purchase Price and of the number of shares of Common Stock issuable upon exercise of this Warrant and the amount, if any, of other property at the time receivable upon the exercise of this Warrant.

(i) No Other Adjustment. The number of shares of Common Stock issuable upon exercise of this Warrant and the Purchase Price shall not be adjusted except in the manner and upon the terms and conditions set forth in Section 2 of this Warrant. For clarity purposes, and notwithstanding anything contained herein to the contrary, with respect to any single transaction, in no event shall the Warrant Holder be entitled to both a dividend (including an Asset Dividend), distribution, Purchase Right or other payment or right of any kind or nature whatsoever (whether cash, securities, or otherwise) with respect to a share of Common Stock pursuant to Section 2(c), 2(d) or 2(e) and a corresponding downward adjustment to the Purchase Price of the same share of Common Stock.

(j) Exempt Issuances. Notwithstanding the foregoing or anything contained in this Section 2 to the contrary, the provisions of this Section 2 shall not apply to any Exempt Issuance. For purposes hereof, an "**Exempt Issuance**" shall mean the issuance of Common Stock or Common Stock Equivalents: (i) to (1) employees or directors of the Company upon approval by the Board pursuant to an equity incentive or similar stock plan approved by the Board, or (2) to consultants of the Company upon approval by the Board up to $2,000,000 United States dollars per year, (ii) upon the exercise or conversion of securities that are issued and outstanding as of the date hereof, (iii) to a Person that is not an

Affiliate of the Company or any of its officers or directors in full or partial consideration in connection with a bona fide merger, acquisition, consolidation or purchase of all or substantially all of the securities or assets of a Person, provided such issuance is not for the primary purpose of raising capital by the Company, (iv) to a Person that is not an Affiliate of the Company or any of its officers or directors in connection with a bona fide strategic license or lease agreement, supply agreement, marketing or distribution agreement, or other bona fide partnering arrangement, provided such issuance is not for the primary purpose of raising capital by the Company, (v) to a bank or other financial institution that is not an Affiliate of the Company or any of its officers or directors pursuant to a bona fide commercial indebtedness financing or to an equipment lessor pursuant to a bona fide equipment leasing agreement; (vi) as permitted by Section 7.7(x) of the Credit Agreement; or (vii) pursuant to bona fide equity financings to unaffiliated third persons.

(k) Adjustments Subject to Stock Exchange Requirements. Any and all amendments and adjustments to the number of shares of Common Stock issuable upon exercise of this Warrant and the Purchase Price as contemplated in this Section 2 are subject to, and may only be made in compliance with, the rules of the Canadian Stock Exchange (the "**CSE**") or such other Trading Market, OTCQB, OTCQX or similar over-the-counter market in Canada or the United States on which the Common Stock are listed for trading, as well as all and applicable Canadian and U.S. securities laws. In the event applicable Canadian or U.S. securities laws or the rules and regulations of the CSE or any other Trading Market, OTCQB, OTCQX or similar over-the-counter market in Canada or the United States on which the Common Stock are listed for trading require any amendments or adjustments to the number of shares of Common Stock issuable upon exercise of this Warrant and/or the Purchase Price, and such amendments or adjustments conflict with the terms and provisions of this Warrant, the Company may make the adjustments required pursuant to Canadian or U.S. securities laws or the rules and regulations of the CSE or any other Trading Market, OTCQB, OTCQX or similar over-the-counter market in Canada or the United States on which the Common Stock are listed for trading instead of the amendments and adjustments set forth herein in the Company's reasonable discretion, and such amendments and adjustments shall not be a violation of this Warrant by the Company.

3. **No Fractional Shares**. No fractional shares of Common Stock will be issued in connection with any exercise hereof. In lieu of any fractional shares of Common Stock that would otherwise be issuable, the Company shall pay cash equal to the product of such fraction multiplied by the Fair Market Value.

4. **No Stockholder Rights.** This Warrant shall not entitle the Warrant Holder to any of the rights of a stockholder of the Company. No provision in any organizational document of the Company or among shareholders of the Company and no mere enumeration therein of the rights or privileges of the Warrant Holder shall give rise to any liability of the Warrant Holder for the Purchase Price hereunder or as a stockholder of the Company, whether such liability is asserted by the Company or by creditors of the Company.

5. **Representations of the Company.** The Company represents and warrants to the Warrant Holder as follows:

(a) Organization, Good Standing, Power and Authority.

(i) The Company (A) is duly incorporated or formed and is in good standing under the laws of British Columbia, (B) is qualified to do business in any state or other jurisdiction where the failure to be so qualified would reasonably be expected to have a material adverse effect on the Company and its subsidiaries and (C) has all requisite power and authority to own and operate its

properties, to carry on its business as now conducted and as proposed to be conducted, to enter into this Warrant and to carry out the transactions contemplated hereby.

(ii) Each of the Company's subsidiaries (A) is duly incorporated or formed in its jurisdiction of incorporation or formation, as applicable, and is in good standing under the laws of such jurisdiction, (B) is qualified to do business in any state or other jurisdiction where the failure to be so qualified would reasonably be expected to have a material adverse effect on the Company and its subsidiaries taken as a whole, and (C) has all requisite entity power and authority to own and operate its properties and to carry on its business as now conducted and as proposed to be conducted.

(b) Capitalization. Upon exercise of this Warrant pursuant to the terms hereof, the Common Stock will be, when issued, duly authorized, validly issued, fully paid and nonassessable, issued in compliance with all applicable laws free and clear of all preemptive rights, and free and clear of all liens and encumbrances, except restrictions on transfer imposed by the Bylaws or applicable securities laws.

(c) Due Authorization; Binding Obligation. The Company has taken all action necessary to permit it to execute and deliver this Warrant and to carry out the terms hereof and no other proceeding on the part of the Company is necessary to authorize this Warrant or the transactions contemplated hereby. This Warrant, when duly executed and delivered by the Company, will constitute a valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except to the extent limited by (i) applicable bankruptcy, insolvency, reorganization, moratorium and similar laws of general application related to the enforcement of creditor's rights generally and (ii) general principles of equity.

(d) No Conflict. The execution, delivery, and performance by the Company of this Warrant and the issuance of the Common Stock do not and will not (i) violate any provision of any law, rule or regulation applicable to the Company or any of its subsidiaries, or any order, judgment, or decree of any court or other governmental authority binding on the Company or any of its subsidiaries, (ii) violate the organizational documents of the Company or any of its subsidiaries, or (iii) conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any agreement of the Company except, in the case of subclauses (i) and (iii), where any such violation, conflict, breach or default could not reasonably be expected to be material to the Company and its subsidiaries or the ability of the Company to perform its obligations hereunder.

(e) Sale of Securities. The sale of the Warrant is exempt from the registration and prospectus delivery requirements of the Securities Act. Without limiting the foregoing, neither the Company nor, to the knowledge of the Company, any other Person authorized by the Company to act on its behalf, has engaged in a general solicitation or general advertising within the meaning of Regulation D under the Securities Act ("**Regulation D**") of investors with respect to offers or sales of this Warrant, and neither the Company nor, to the knowledge of the Company, any Person acting on its behalf has made any offers or sales of any security or solicited any offers to buy any security, under circumstances that would cause the offering or issuance of this Warrant to be integrated with prior offerings by the Company for purposes of the Securities Act that would result in none of Regulation D under the Securities Act or any other applicable exemption from registration under the Securities Act to be available. Neither the Company nor, to the knowledge of the Company, any other Person authorized by the Company to act on its behalf has taken any action that would subject the issuance and sale of the Warrant or the Common Stock to the registration requirements of Section 5 of the Securities Act or to the provisions of any securities or "blue sky" laws of any applicable jurisdiction, except for notice requirements under applicable "blue sky" law and the filing of a Form D pursuant to Regulation D of the Securities Act.

6. Exercise of Warrant.

6.1. Time and Manner of Exercise.

(a) All or any part of this Warrant may be exercised at any time or from time to time on or after the date hereof, but in no event later than the Expiration Time, in any manner permitted by this Warrant (including Section 6.5). In order to exercise this Warrant, in whole or in part, the Warrant Holder shall deliver to the Company, at its address specified in Section 13 below, (i) a written notice in the form of Annex A attached hereto of such Warrant Holder's election to exercise this Warrant, specifying the number of shares of Common Stock to be purchased (a "**Notice of Exercise**"), (ii) unless Holder is exercising this Warrant pursuant to a cashless exercise set forth in Section 6.2, a wire transfer or a certified or official bank check or checks payable to the order of the Company in an amount equal to the product of the Purchase Price and the number of shares of Common Stock to be purchased at such time pursuant to the Warrant, and (iii) this Warrant. Upon receipt of such items, the Company shall, as promptly as practicable, issue or cause to be issued and delivered to such Warrant Holder a direct registration system statement or, if requested by the Warrant Holder, multiple direct registration system statements representing the aggregate number of full shares of Common Stock issuable upon such exercise, together with cash in lieu of any fraction of a share, as provided in Section 3 above. This Warrant shall be deemed to have been exercised and such direct registration system statement or direct registration system statements shall be deemed to have been issued, and such Warrant Holder or any other person so designated to be named therein shall be deemed to have become a holder of record of such shares for all purposes, as of the date that such notice, together with said cash or check or checks and this Warrant, are received by the Company as aforesaid. If this Warrant shall have been exercised in part, the Company shall, at the time of delivery of said direct registration system statement or direct registration system statements, deliver to such Warrant Holder a new Warrant evidencing the rights of such Warrant Holder to purchase the unpurchased shares of Common Stock, or such other securities as may become subject to the right to purchase by the Warrant Holder under the terms hereof, which new Warrant shall in all other respects be identical to this Warrant.

(b) Additional Conditions of Exercise. Notwithstanding anything to the contrary contained in this Warrant, the Warrant Holder's Notice of Exercise may contain terms and conditions for the exercise of this Warrant in addition to those contemplated by Section 6.1(a), including, but not limited to, that the exercise, in whole or part, of this Warrant be conditioned upon the consummation of an Acquisition. Notwithstanding anything to the contrary in this Warrant, until the exercise of this Warrant is effective pursuant to Section 6.1(a) or Section 6.1(c), Holder retains the right to rescind, in whole or in part, any Notice of Exercise delivered to the Company, provided that, in the case of an Acquisition, the Holder may not rescind any Notice of Election, in whole or in part, after the date this is five (5) Business Days from the proposed closing date of the Acquisition.

(c) Automatic Cashless Exercise upon Expiration. Notwithstanding anything to the contrary contained in this Warrant, in the event that, upon the Expiration Time, the Fair Market Value of a share of Common Stock is greater than the Purchase Price in effect on such date, then this Warrant shall automatically, and without any further action on behalf of the Warrant Holder or the Company, be deemed to be exercised as of 5 P.M., Eastern time, on the Expiration Time pursuant to a cashless exercise in accordance with Section 6.1(b) above as to all shares of Common Stock which it shall not previously have been exercised, and the Company shall comply with its obligations pursuant to Section 6.1 with respect to such exercise.

6.2. Net Settlement (Cashless) Exercise. In any exercise of this Warrant and, provided that the Fair Market Value of the Common Stock is greater than the Purchase Price of the Common Stock on such exercise date, in lieu of payment of the aggregate Purchase Price in the manner specified in Section 6.1 above, but otherwise in accordance with the requirements of this Warrant, the Warrant Holder may elect to receive shares of Common Stock equal to the value of this Warrant, or portion hereof as to which the Warrant is being exercised. Thereupon, the Company shall issue to the Warrant Holder such a number of fully paid and nonassessable shares of Common Stock as is computed using the following formula:

$$X = Y(A-B) / A$$

Where:

X = The number of shares of Common Stock to be issued to the Warrant Holder;

Y = The number of shares of Common Stock with respect to which this Warrant is being exercised;

A = The Fair Market Value of the shares of Common Stock with respect to which this Warrant is being exercised; and

B = The Purchase Price (as set forth in Section 1.3 hereof).

6.3. Payment of Taxes and Expenses. All shares of Common Stock issuable upon the exercise of this Warrant shall be validly issued, fully paid and non-assessable, and the Company shall pay all expenses in connection with, and all taxes and other governmental charges that may be imposed in respect of, the issue or delivery thereof, other than any federal, state or local income tax or other tax based upon gross or net income, owed by the Warrant Holder on account of such issuance or delivery. The Company shall not be required, however, to pay any tax or other charge imposed in connection with any transfer involved in the issue of any certificate for shares of Common Stock in any name other than that of the registered Warrant Holder.

6.4. No Cash Settlement. Except as provided in Section 2.1(f), in no event shall the Company be required to settle the Warrants in cash.

6.5. Limitations on Exercise.

(a) Notwithstanding anything to the contrary contained herein, with respect to any Warrant Holder that has elected to be covered by the Maximum Percentage (as defined below), the Company shall not effect the exercise of any portion of this Warrant, and the Warrant Holder shall not have the right to exercise any portion of the Warrant, and any such exercise shall be null and void ab initio and treated as if the exercise had not been made, to the extent that immediately prior to or following such exercise, the Warrant Holder, together with the Attribution Parties, beneficially owns or would beneficially own as determined in accordance with applicable Canadian and U.S. securities laws, including Section 13(d) of the Exchange Act and the rules promulgated thereunder, in excess of 4.99% (the "**Maximum Percentage**") of the Common Stock or other marketable securities of the Company that would be issued and outstanding following such exercise. For purposes of calculating beneficial ownership for determining whether the Maximum Percentage is or will be exceeded, the aggregate number of shares of Common Stock held and/or beneficially owned by the Warrant Holder together with the Attribution Parties, shall include the number of shares of Common Stock held and/or beneficially

owned by the Warrant Holder together with the Attribution Parties plus the number of shares of Common Stock issuable upon exercise of the relevant Warrant with respect to which the determination is being made but shall exclude the number of shares of Common Stock which would be issuable upon (i) exercise of the remaining, unexercised Warrant held and/or beneficially owned by the Warrant Holder or the Attribution Parties and (ii) exercise or conversion of the unexercised or unconverted portion of any other securities of the Company held and/or beneficially owned by the Warrant Holder or any Attribution Party (including, without limitation, any convertible notes, convertible stock or warrants) that are subject to a limitation on conversion or exercise similar or analogous to the limitation contained herein. For purposes of this Section 6.5(a), beneficial ownership of the Warrant Holder or the Attribution Parties shall, except as set forth in the immediately preceding sentence, be calculated and determined in accordance with applicable Canadian and U.S. securities laws, including Section 13(d) of the Exchange Act and the rules promulgated thereunder. For purposes of the Warrant, in determining the number of outstanding shares of Common Stock, the Warrant Holder may rely on the number of outstanding shares of Common Stock as reflected in (1) the Company's most recent Form 10-K, Form 10-Q, Current Report on Form 8-K or other public filing with the Securities and Exchange Commission, as the case may be, (2) a more recent public announcement by the Company or (3) any other notice by the Company or the Company's transfer agent setting forth the number of shares of Common Stock outstanding (such issued and outstanding shares, the "**Reported Outstanding Share Number**"). For any reason at any time, upon the written or oral request of the Warrant Holder, the Company shall within two (2) Business Days confirm orally and in writing or by electronic mail to the Warrant Holder the number of shares of Common Stock then outstanding. The Warrant Holder shall disclose to the Company the number of shares of Common Stock that it, together with the Attribution Parties holds and/or beneficially owns and has the right to acquire through the exercise of convertible or derivative securities and any limitations on exercise or conversion similar or analogous to the limitation contained herein contemporaneously or immediately prior to submitting an Exercise Notice for the relevant Warrant. If the Company receives a Notice of Exercise from the Warrant Holder at a time when the actual number of outstanding shares of Common Stock is less than the Reported Outstanding Share Number, the Company shall (i) notify the Warrant Holder in writing of the number of shares of Common Stock then outstanding and, to the extent that such Notice of Exercise would otherwise cause the Warrant Holder's, together with the Attribution Parties', beneficial ownership, as determined pursuant to this Section 6.5(a), to exceed the Maximum Percentage, the Warrant Holder must notify the Company of a reduced number of shares to be purchased pursuant to such Exercise Notice (the number of shares by which such purchase is reduced, the "**Reduction Shares**") and (ii) as soon as reasonably practicable, the Company shall return to the Warrant Holder any exercise price paid by the Holder for the Reduction Shares. In any case, the number of outstanding shares of Common Stock shall be determined after giving effect to the conversion or exercise of securities of the Company, including this Warrant, by the Warrant Holder and the Attribution Parties since the date as of which the Reported Outstanding Share Number was reported. In the event that the issuance of Common Stock to the Warrant Holder upon exercise of this Warrant results in the Holder, together with the Attribution Parties, being deemed to beneficially own, in the aggregate, more than the Maximum Percentage of the number of outstanding shares of Common Stock (as determined in accordance with applicable Canadian and U.S. securities laws, including Section 13(d) of the Exchange Act), the number of shares of Common Stock to be so issued by which the Warrant Holder's, together with the Attribution Parties', aggregate beneficial ownership exceeds the Maximum Percentage (the "**Excess Shares**") shall be deemed null and void and such Excess Shares shall be cancelled ab initio, and the Warrant Holder and/or the Attribution Parties shall not have the power to vote or to transfer the Excess Shares. As soon as reasonably practicable after the issuance of the Excess Shares has been deemed null and void, the Company shall return to the Warrant Holder the exercise price paid by the Warrant Holder for the Excess Shares. By written notice to the Company, the Warrant Holder may from time to time increase or decrease the Maximum Percentage to any other percentage not in excess of 19.99% specified in such notice (the "**Maximum Percentage Ceiling**"); provided that (i) any increase of the Maximum Percentage, and issuance of Common Stock

pursuant to this Warrant in connection therewith, in excess of 19.99% shall be subject to any applicable Canadian and U.S. securities laws, including the rules, requirements and policies of the CSE or any other stock exchange on which the Common Stock is then listed, including the receipt of any required stockholder approval required thereunder and (ii) any increase in the Maximum Percentage will not be effective until the sixty-first (61st) day after such notice is delivered to the Company and shall not negatively affect any partial exercise effected prior to such change. "**Business Day**" means any day that is not a Saturday, Sunday, or other day on which banks are authorized or required to close in the State of Florida. Notwithstanding anything contained herein to the contrary, only the Maximum Percentage Ceiling, and not the Maximum Percentage, shall apply to any Warrant Holder who, together with the Attribution Parties, beneficially owns equity securities of the Company, as determined in accordance with applicable Canadian and U.S. securities laws, including Section 13(d) of the Exchange Act and the rules promulgated thereunder, in excess of the Maximum Percentage as of immediately prior to the issuance of this Warrant. Notwithstanding anything to the contrary contained in this Section 6.5, the Warrant Holder, may, at any time elect or confirm its election to be subject to the Maximum Percentage (but not the Maximum Percentage Ceiling which shall apply automatically to any Warrant Holder that hasn't elected the Maximum Percentage) by delivering notice to the Company, provided, that any change caused to such election after the date hereof will not be effective until the sixty-first (61st) day after such notice is delivered to the Company.

(b) This Section 6.5 shall not restrict the number of shares of Common Stock which the Warrant Holder or the Attribution Parties may receive or beneficially own in order to determine the amount of securities or other consideration that such Holder or the Attribution Parties may receive in the event of a Fundamental Transaction as contemplated in Section 2.1(e) of this Warrant. For purposes of clarity, the shares of Common Stock issuable pursuant to the terms of this Warrant in excess of the Maximum Percentage shall not be deemed to be beneficially owned by the Warrant Holder or the Attribution Parties for any purpose including for purposes of Section 13(d) of the Exchange Act and the rules promulgated thereunder or Section 16 of the Exchange Act and the rules promulgated thereunder, including Rule 16a-1(a)(1). No prior inability to exercise this Warrant pursuant to this paragraph shall have any effect on the applicability of the provisions of this paragraph with respect to any subsequent determination of exercisability. The provisions of this paragraph shall not be construed and implemented in a manner other than in strict conformity with the terms of this Section 6.5(b) to the extent necessary to correct this paragraph or any portion of this paragraph which may be defective or inconsistent with the intended beneficial ownership limitation contained in this Section 6.5(b) or to make changes or supplements necessary or desirable to properly give effect to such limitation. The limitation contained in this paragraph may not be waived and shall apply to a successor holder of this Warrant.

(c) "**Affiliate**" means any Person directly or indirectly controlled by, controlling or under common control with, a Holder, but only for so long as such control shall continue. For purposes of this definition, "**control**" (including, with correlative meanings, "controlled by", "controlling" and "under common control with") means, with respect to a Person, possession, direct or indirect, of (a) the power to direct or cause direction of the management and policies of such Person (whether through ownership of securities or partnership or other ownership interests, by contract or otherwise), or (b) at least 50% of the voting securities (whether directly or pursuant to any option, warrant or other similar arrangement) or other comparable equity interests.

(d) "**Attribution Parties**" means, collectively, the following Persons and entities: (i) any direct or indirect Affiliates of the Warrant Holder, (ii) any Person acting or who could be deemed to be acting as a Section 13(d) "group" together with the Warrant Holder or any Attribution Parties and (iii) any other Persons whose beneficial ownership of the Company's Common Stock would or could be aggregated with the Holder's and/or any other Attribution Parties for purposes of Section 13(d) or Section

16 of the Exchange Act. For clarity, the purpose of the foregoing is to subject collectively the Warrant Holder and all other Attribution Parties to the Maximum Percentage.

7. Replacement of Warrant. On receipt of evidence reasonably satisfactory to the Company of the loss, theft, destruction or mutilation of this Warrant and, in the case of any such loss, theft or destruction of this Warrant, on delivery of an indemnity agreement or security reasonably satisfactory in form and amount to the Company or, in the case of any such mutilation, upon surrender and cancellation of this Warrant, the Company, at the expense of the Warrant Holder, shall execute and deliver, in lieu thereof, a new warrant of like tenor and dated as of such cancellation.

8. Additional Covenants of the Company.

(a) Notice of Certain Company Actions. In the event of any taking by the Company of a record of the holders of any class of securities for the purpose of determining the holders thereof who are entitled to participate in any Significant Event that has an associated record date, the Company shall ensure that the record date regarding such Significant Event is at least ten (10) Business Days following the Company's public disclosure of such Significant Event. For purposes of this Warrant, a "**Significant Event**" shall mean any action or event involving the Company in which it may be necessary or appropriate for the Warrant Holder to participate, in whole or in part, in order to enable the Warrant Holder to monetize all or a portion of this Warrant or the Common Stock or to protect the Warrant Holder against dilution with respect to this Warrant or the Common Stock, including, but not limited to, (a) a Fundamental Transaction or an Acquisition, (b) a dividend or other distribution (whether in cash, securities or other property and whether or not a regular dividend or distribution) in respect of the Common Stock, (c) an issuance or sale or an offer to issue or sell pro rata to the holders of the outstanding shares of Common Stock any additional shares of Common Stock, (d) a voluntary or involuntary dissolution, liquidation or winding-up of the Company or (e) any other event that has an associated record date and may trigger an adjustment of the Purchase Price and/or number of shares of Common Stock pursuant to Section 2 that would cause the Purchase Price or such number of shares of Common Stock to increase or decrease by more than five percent (5%).

(b) Other Information Rights. In addition to the other notices required pursuant to this Warrant (including pursuant to Section 8(a)), and solely in the event that the Company is no longer listed on any Trading Market, OTCQB, OTCQX or similar over-the-counter market in Canada or the United States, the Company will also provide information requested by the Warrant Holder that is reasonably necessary to enable the Warrant Holder to comply with the Warrant Holder's accounting or reporting requirements.

(c) Other Covenants of the Company.

(i) The Company covenants that the shares of Common Stock issuable upon the exercise of this Warrant have been duly authorized and reserved and, when issued and paid for, will be validly issued, fully-paid and non-assessable. The Company shall not, by amendment of its formation or governance documents or through any consolidation, merger, reorganization, conversion, transfer of assets, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms of this Warrant, but will at all times in good faith assist in the carrying out of all such terms.

(ii) It is the intention of the Warrant Holder and the Company that the issuance of this Warrant (including, for purposes of this Section 8(c)(ii) and any adjustments pursuant to Section 2) and the issuance of the Common Stock pursuant to this Warrant will be free of all preemptive rights,

rights of first refusal, rights of first offer and similar rights and restrictions on transfer. The Company agrees that it shall not amend its organizational documents in any manner to the contrary, such that the Warrant Holder will be subject to any preemptive rights, rights of first refusal, rights of first offer or similar rights and restrictions on transfers with respect to this Warrant and the issuance of the Common Stock pursuant to this Warrant.

9. Transfer of Warrant. This Warrant and all rights hereunder are transferable, in whole or in part, upon surrender of this Warrant properly endorsed; provided that: (a) such transfer must be effected in accordance with applicable securities laws and the rules and regulations of all securities exchanges on which the Common Stock are traded and, if requested by the Company, the Warrant Holder shall have delivered evidence as the Company may reasonably request demonstrating the proposed transfer complies with all applicable securities laws and the rules and regulations of all securities exchanges on which the Common Stock are traded, (b) the Company is, within a reasonable time prior to such transfer, furnished with written notice of the name and address of the transferee and the portion of the shares of Common Stock issuable upon exercise of this Warrant to which the transferee is entitled, and (c) the transferee is not a Competitor (as defined in the Credit Agreement). Upon such surrender, the Company will issue and deliver to, on the order of the transferee, a new Warrant in the name of such transferee or as such transferee (on payment by such transferee of any applicable transfer taxes) may direct, calling in the aggregate on the face thereof for the number of shares of Common Stock subject to such transfer (up to the total number of shares of Common Stock called for on the face of the Warrant) and, if this Warrant is transferred in part, a new Warrant to the Warrant Holder for the number of shares of Common Stock not subject to such transfer.

10. Remedies. The Company acknowledges and agrees that there would be no adequate remedy at law to the Warrant Holder of this Warrant in the event of any default or threatened default by the Company in the performance of or compliance with any of the terms of this Warrant and accordingly, the Company agrees that, in addition to any other remedy to which the Warrant Holder may be entitled at law or in equity, the Warrant Holder shall be entitled to specific performance of the obligations of the Company under this Warrant, without the posting of any bond, in accordance with the terms and conditions of this Warrant in any court of the United States or any State thereof having jurisdiction, and if any action should be brought in equity to enforce any of the provisions of this Warrant, the Company shall not raise the defense that there is an adequate remedy at law. No remedy shall be exclusive of any other remedy. All available remedies shall be cumulative.

11. Governing Law. This Warrant shall be governed by the laws of New York in all respects as such laws are applied to agreements among New York residents entered into and to be performed entirely within New York, without reference to conflicts of laws or principles thereof. The parties hereto agree that any action brought by either party under or in relation to this Warrant, including without limitation to interpret or enforce any provision of this Warrant, may be brought in, and each party agrees to and does hereby submit to the non-exclusive jurisdiction and venue of, any state or federal court located in the City of New York, borough of Manhattan, 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 hereto 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 notices to it contemplated by this Warrant 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.

12. **Miscellaneous.** The headings in this Warrant are for purposes of convenience and reference only and shall not be deemed to constitute a part hereof. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision. For the avoidance of doubt, any Common Stock issued upon exercise of this Warrant shall be unregistered and restricted from being offered, sold, transferred, assigned, pledged or hypothecated except in accordance with applicable securities laws.

13. **Notice Generally.** Any notice, demand or delivery pursuant to the provisions hereof shall be sufficiently given or made if sent by registered or certified mail, postage prepaid, addressed to the Warrant Holder at such Warrant Holder's last known address appearing on the books of the Company, or, except as herein otherwise expressly provided, to the Company at 301 Yamato Road, Suite 3250, Boca Raton, FL 33431, or such other address as shall have been furnished to the party giving or making such notice, demand or delivery.

14. **Waiver of Jury Trial.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY AND THE WARRANT HOLDER HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER TRANSACTION DOCUMENT AND FOR ANY COUNTERCLAIM THEREIN.

15. **Amendments and Waiver**. Any provision of this Warrant may be amended, modified or supplemented, and waiver or consents to departures from the provisions of this Warrant may be given, with written consent of both the Company and the Agent (at the direction of the holders of Warrants constituting greater than fifty percent (50%) of all the outstanding Warrants issued in connection with the Offering). Any such amendment or waiver shall apply to and be binding upon the Warrant Holder, upon each future holder of this Warrant and upon the Company, whether or not the Warrant Holder shall have agreed to such amendment or the giving of such waiver. No such amendment or waiver shall extend to or affect any obligation not expressly amended or waived. No delay or omission to exercise any right, power or remedy accruing to any party, upon any breach or default of another party under this Warrant, shall impair any such right, power or remedy of such party nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring.

16. **Entire Agreement**. This Warrant is intended by the parties hereto as a final expression of their agreement and intended to be a complete and exclusive statement of the agreement and understanding of the parties hereto in respect of the subject matter contained herein. This Warrant supersedes all prior agreements and understandings between the Company and the Warrant Holder, both written and oral, with respect to the subject matter hereof.

17. **Successors and Assigns**. All provisions of this Warrant by or for the benefit of the Company or the Warrant Holder shall bind and inure to the benefit of the respective successors and assigns.

18. **Further Assurances**. Each party hereto 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 hereto reasonably may request in order to carry out the intent and accomplish the purposes of this Warrant and the consummation of the transactions contemplated hereby. Any out-of-pocket costs associated with complying with this Section 18 shall be borne by the Company.

19. Representations and Warranties by the Warrant Holder.

19.1. The Warrant Holder hereby acknowledges, represents, warrants and agrees as follows:

(a) AN INVESTMENT IN THIS WARRANT IS NOT WITHOUT RISK AND THE WARRANT HOLDER MAY LOSE HIS, HER OR ITS ENTIRE INVESTMENT.

(b) The offer, sale and issuance of the Warrant is exempt from the prospectus requirements of applicable Canadian securities laws and, as a result: (i) the Warrant Holder may not receive information that would otherwise be required under applicable Canadian securities laws or be contained in a prospectus prepared in accordance with applicable Canadian securities laws, (ii) the Warrant Holder is restricted from using most of the protections, rights and remedies available under applicable Canadian securities laws, including statutory rights of rescission or damages, and (iii) the Company is relieved from certain obligations that would otherwise apply under applicable Canadian securities laws.

(c) The sale of the Warrant is exempt from the registration and prospectus delivery requirements of the Securities Act. This Warrant and the Common Stock issuable upon exercise of this Warrant have not been registered under the Securities Act, or any state securities laws. The Warrant Holder understands that the offering and sale of the Warrant is intended to be exempt from registration under the Securities Act, by virtue of Section 4(a)(2) thereof and the provisions of Regulation D promulgated thereunder, based, in part, upon the representations, warranties and agreements of the Warrant Holder contained herein.

(d) No prospectus has been filed with any (i) governmental or public entity department, court, commission, board, bureau, agency or instrumentality, (ii) quasi-governmental, self-regulatory or private body exercising any regulatory authority or (iii) stock exchange (collectively (i) through (iii), a "**Regulator**"), in connection with the issuance of the Warrant and no Regulator has made any finding or determination as to the merit for investment in, or made any recommendation or endorsement with respect to, the Warrant.

(e) The Warrant Holder is unaware of, is in no way relying on, and did not become aware of the Warrant through or as a result of, any form of general solicitation or general advertising within the meaning of Regulation D.

(f) The Warrant Holder and its accountants, attorneys, representatives and tax advisors has such knowledge and experience in financial, tax, and business matters, and, in particular, investments in securities, so as to enable it to utilize the information made available to it in connection with the issuance of the Warrant to evaluate the merits and risks of an investment in the Company pursuant to the Warrant and to make an informed investment decision with respect thereto.

(g) The Warrant Holder, if a U.S. person, meets the requirements of at least one of the suitability standards for an "accredited investor" as that term is defined in Regulation D. The Warrant Holder, if not a non-U.S. person, is eligible to purchase the Warrant pursuant to an exemption from the prospectus requirements of applicable Canadian securities laws.

(h) In making its investment decision, the Warrant Holder has relied solely upon independent investigation made by the Warrant Holder. Without limiting the generality of the foregoing, in evaluating the suitability of an investment in the Company, the Warrant Holder has not

relied upon any representation or information (oral or written) of the Company or any of its Affiliates other than as set forth in this Warrant, the Loan Documents, and any other agreements, instruments or documents delivered in connection herewith or therewith.

[Signature Page Follows]

IN WITNESS WHEREOF, the Company has executed and issued this Warrant as of [●], 2024.

JUSHI HOLDINGS INC., a British Columbia corporation

By: _____
Name: Jon Barack
Title: President

ACKNOWLEDGED AND AGREED:

WARRANT HOLDER:

_____
(Printed Name of the Warrant Holder)

_____
(Signature: by authorized officer if a corporation; by authorized member or manager if a limited liability company; by general partner if a partnership; by owner of a sole proprietorship; by the trustee if a trust, by the Holder if an individual)

_____
(Title, if signing on behalf of an entity)

ANNEX A

NOTICE OF EXERCISE

(To be Executed by the Registered Holder
in Order to Exercise the Warrant)

The undersigned hereby irrevocably elects to exercise the right to purchase _____ (_____) shares of Common Stock, no par value, of Jushi Holdings Inc., covered by Warrant No. ____ according to the conditions thereof. The undersigned hereby elects to exercise by:

___ (a) Making payment of the Purchase Price of such shares of Common Stock in accordance with the provisions of Section 6.1 of the Warrant, in full, in the amount of $_____; OR

___ (b) Electing to use the net settlement (cashless) exercise provisions of Section 6.2 of the Warrant.

The undersigned understands that the shares of Common Stock being issued hereunder have not been registered under the Securities Act of 1933, as amended (the "**Act**"), or any state securities laws and that such shares of Common Stock may not be sold, transferred, or assigned in the United States except: (i) pursuant to an effective registration thereof under the Act; or (ii) if in the opinion of counsel for the registered owner thereof, which opinion is reasonably satisfactory to the Company, the proposed sale, transfer or assignment may be effected without such registration under the Act and will not be in violation of any applicable state or other jurisdiction securities laws.

Dated: _____

Printed Name
of Registered Warrant
Holder: _____

Signature: _____

Address: _____

SECOND AMENDMENT TO TRUST INDENTURE

This Second Amendment to Trust Indenture (this "**Amendment**"), dated as of July 31, 2024 (the "**Effective Date**"), is by and between Jushi Holdings Inc. ("**Issuer**") and Odyssey Trust Company ("**Trustee**"). Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Indenture (as hereinafter defined).

RECITALS

WHEREAS, Issuer and Trustee entered into that certain Trust Indenture, dated as of December 7, 2022 (as amended, the "**Indenture**");

WHEREAS, pursuant to the Indenture the Issuer sold to certain investors 12% Second Lien Notes due December 7, 2026 (the "**Notes**");

WHEREAS, pursuant to Section 13.1 of the Indenture the Issuer and the Trustee (upon the vote or direction or otherwise with the affirmative consent of the Notes Majority) may amend any provision of the Indenture or the Notes;

WHEREAS, the Notes Majority approved certain amendments to the Indenture, and directed the Trustee to make such amendments to the Indenture;

WHEREAS, pursuant to and in accordance with the direction of the Notes Majority, Issuer and Trustee desire to amend the Indenture;

NOW THEREFORE, in consideration of the foregoing, the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Amendments to Trust Indenture. The Indenture shall automatically be amended as of the Effective Date by deleting the stricken text (indicated textually in the same manner as the following example: ~~stricken text~~) and adding the underlined text (indicated textually in the same manner as the following example: underlined text) as indicated in Exhibit A attached hereto.

2. Miscellaneous.

(a) Successors and Assigns. This Amendment shall be binding upon and inure to the benefit of Issuer, Trustee, each Holder and all of their respective successors and assigns.

(b) Severability. If any provision of this Amendment shall be invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Amendment in that jurisdiction or the validity or enforceability of any provision of this Amendment in any other jurisdiction.

(c) Counterparts/Execution. This Amendment may be executed in two or more identical 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 an electronic 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 facsimile or electronic file signature page (as the case may be) were an original thereof.

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

(e) Ratification. Except to the extent expressly modified by this Amendment, the parties reconfirm and ratify the Indenture and confirm that the Indenture has remained in full force and effect, to the extent set forth therein, since the date of its execution.

(f) Offering Document. This Amendment constitutes an Offering Document. All references to the Indenture in the Offering Documents shall mean the Indenture as modified by this Amendment.

(g) APPLICABLE LAW. THIS AMENDMENT SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE PROVINCE OF BRITISH COLUMBIA AND THE FEDERAL LAWS OF CANADA APPLICABLE THEREIN AND SHALL BE.

[Signature pages follow]

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date first written above.

ISSUER

By: */s/ Jon Barack*
Name: Jon Barack
Title: President

TRUSTEE

By: */s/ Dan Sander*
Name: Dan Sander
Title: President, Corporate Trust

By: */s/ Amy Douglas*
Name: Amy Douglas
Title: Senior Director, Corporate Trust

EXHIBIT A

AMENDED TRUST INDENTURE

[attached]

TRUST INDENTURE

DATED AS OF THE 7th DAY OF DECEMBER, 2022

BETWEEN

JUSHI HOLDINGS INC., AS ISSUER

AND

ODYSSEY TRUST COMPANY, AS TRUSTEE

PROVIDING FOR THE ISSUE OF NOTES

TABLE OF CONTENTS

THIS INDENTURE made as of the 7th day of December, 2022.

BETWEEN:

JUSHI HOLDINGS INC., a company subsisting under the laws of the Province of British Columbia (hereinafter called the "**Issuer**");

AND

ODYSSEY TRUST COMPANY, a trust company incorporated under the laws of the Province of Alberta authorized to carry on the business of a trust company in British Columbia and Alberta (hereinafter called the "**Trustee**");

WITNESSETH THAT:

WHEREAS the Issuer considers it desirable for its business purposes to create and issue Notes of one or more series from time to time in the manner and subject to the terms and conditions set forth in this Indenture from time to time;

AND WHEREAS the Issuer, subject to the terms hereof, may issue Notes in an unlimited aggregate principal amount and as of the date hereof the Issuer has duly authorized the issuance of 12% Second Lien Notes due December 7, 2026.

NOW THEREFORE it is hereby covenanted, agreed and declared as set forth herein:

ARTICLE 1
INTERPRETATION

1.1 Definitions

In this Indenture (including the recitals hereto) and in the Notes, unless there is something in the subject matter or context inconsistent therewith, the expressions following shall have the meanings hereinafter specified:

"**Acquisition**" means an acquisition of a Person, business, business unit or product line (whether by acquisition of equity securities, all or substantially all of the assets, merger, consolidation, amalgamation or otherwise), regardless of the structure of the transaction.

"**Additional Notes**" means Notes of any series (other than the Notes issued on the initial issue date of the relevant series of Notes and any Notes issued in exchange or in replacement (in whole or in part) for such initial Notes) issued under this Indenture in accordance with Section 2.2, including without limitation Additional Series A Second Lien Notes (as defined in Article 3) and Additional Series B Second Lien Notes (as defined in Article 4).

"**Adjusted EBITDA**" means, with respect to any period, EBITDA

minus

(a) without duplication, the sum of the following amounts of the Issuer and its Subsidiaries for such period to the extent included in determining consolidated net earnings (or loss) for such period:

(i) extraordinary non-recurring or unusual gains and income, and

(ii) non-cash items increasing consolidated net earnings for such period including in connection with any earn-out or conditional consideration payable in connection with an Acquisition (excluding any such non-cash item to the extent it represents the reversal of an accrual or reserve for potential cash item in any prior period), and

(iii) interest income,

plus

(b) without duplication, the sum of the following amounts of Issuer and its Subsidiaries for such period to the extent included in determining consolidated net earnings (or loss) for such period:

(i) non-recurring non-cash charges, losses or expenses or other extraordinary costs and expenses, including for goodwill writeoffs and write downs;

(ii) non-cash compensation expense, or other non-cash expenses or charges in each case arising from the granting of stock options, stock appreciation rights, restricted stock, or similar arrangements;

(iii) the amount of any minority interest expense attributable to minority interests of third parties in the positive income of any non-wholly owned Subsidiary;

(iv) the amount of "run-rate" cost savings, operating expense reductions and synergies (collectively, "**Cost Savings**") projected by the Issuer in good faith to result from actions taken, committed to be taken or expected in good faith to be taken with respect to integrating, consolidating or discontinuing operations, headcount reductions, closure of facilities or Acquisition within twelve (12) months thereafter, net of the amount of actual benefits realized during such period from such actions;

(v) any expenses, charges or losses to the extent covered and actually reimbursed by indemnification or other reimbursement provisions in connection with any

investment, Acquisition or sale, conveyance, transfer or other Disposition of assets permitted under this Agreement;

(vi) expenses, charges or losses with respect to liability or casualty events or business interruption to the extent covered and actually reimbursed by insurance;

(vii) non-cash compensation, fees and expense reimbursements paid to board directors and employees;

(viii) (A) transaction fees and transaction expenses incurred in connection with the refinancing of any Permitted Indebtedness, and (B) reasonable and documented out-of-pocket fees and expenses incurred in connection with any amendments, consents or waivers to or under this Indenture and any other Offering Document or the negotiation, execution and delivery of additional Offering Documents;

(ix) transaction expenses incurred in connection with any investment or Acquisition (irrespective of whether such investment or Acquisition is consummated), including any refinancing of (or amendment to) any Indebtedness acquired or assumed in connection with such investment or Acquisition);

(x) transaction expenses incurred in connection with (A) any actual or proposed issuance of Indebtedness permitted hereunder (regardless of whether consummated), (B) any payment permitted pursuant to Section 7.4 hereof, (C) any actual or proposed offering of equity securities of the Issuer; (D) the making of any permitted Disposition, (D) Issuer's registration as a reporting issuer in the United States pursuant to the Exchange Act, or (E) any actual or proposed public or private offering of the equity securities (common or preferred) of the Issuer or any Subsidiary (including, for the avoidance of doubt, the issuance of any common or preferred securities);

(xi) any other non-cash charges, including any write-offs, write-downs, expenses, losses, impairment charges and the impact of purchase accounting, including in connection with inventory or any earn-out or conditional consideration payable in connection with an Acquisition, but excluding (A) any write-off or write-down of accounts receivable, and (B) amortization of a prepaid cash item that was paid in a prior period (provided that if any such non-cash charges represent an accrual or reserve for potential cash items in any future period, the cash payment in respect thereof in such future period shall be deducted from EBITDA to such extent);

(xii) start-up or initial costs for any project or new production line, division or new line of business or other business optimization expenses, including, without limitation, costs or reserves associated with improvements to information technology functions, integration and facilities opening costs, costs relating to entry into a new state, project startup costs, costs relating to any strategic initiative or new operations and conversion costs and any business development, consulting or legal costs and fees relating to the foregoing;

(xiii) integration costs in connection with any Acquisition or investment, including severance costs, noncompetition and non-solicitation costs, retention and completion

bonuses, business optimization expenses, transition costs, costs related to the closure, relocation and/or consolidation of offices and facilities (including the termination or discontinuance of activities constituting a business or business unit), contract termination costs, recruiting, signing and completion bonuses and expenses, systems establishment costs, conversion costs, excess pension charges and curtailments or modifications to pension and post-retirement employee benefit plans;

(xiv) non-recurring litigation and arbitration costs, charges, fees and expenses (including payments of legal settlements, fines, judgments or orders) exceeding $1,000,000;

(xv) costs related to restructurings, including severance, recruiting, contract termination, relocation, integration, information technology investment and other costs and expenses;

(xvi) non-cash fair value adjustments, including those resulting from purchase accounting, to inventory sold and biological assets, including cannabis plants, measured at fair value less cost to sell up to the point of harvest;

(xvii) non-cash fair value adjustments to derivative instruments;

(xviii) non-cash fair value adjustments to unrealized gains or losses on financial assets or liabilities, including but not limited to modification or extinguishment of Indebtedness, or modification of warrants or exchangeable Stock of the Issuer and its Subsidiaries; and

(xix) other cash charges and expenses approved in writing by Trustee in its sole discretion.

provided that the aggregate amounts added back pursuant to clauses (b)(iv), (xii), (xiii) (solely to the extent such costs are paid in cash) and (xv) (solely to the extent such costs are paid in cash) shall not exceed an amount equal to twenty percent (20%) of Adjusted EBITDA as determined without giving effect to such clauses.

"**Applicable Law**" means any and all laws, ordinances, constitutions, regulations, statutes, treaties, rules, codes, licenses, certificates, franchises, permits, requirements and injunctions adopted, enacted, implemented, promulgated, issued or entered by or under the authority of any Governmental Authority having jurisdiction over a specified Person or any of such Person's properties or assets. Notwithstanding the foregoing, neither "Applicable Law" nor "Applicable Laws" shall include the Federal Cannabis Laws.

"**Applicable Procedures**" means, with respect to any transfer or exchange of or for beneficial interests in any Global Note, the rules and procedures of the Depository that apply to such transfer or exchange.

"**Applicable Securities Legislation**" means, at any time, applicable securities laws (including rules, regulations, policies, instruments and blanket orders) in each of the provinces and territories of Canada and applicable securities laws (including rules, regulations, policies, instruments and blanket orders) of the United States and each state of the United States.

"**Argent**" means Argent Institutional Trust Company.

"**Argent Loan Documents**" means that certain Credit Agreement, dated July 31, 2024, by and among the Issuer, the other loan parties that are party thereto, the lenders that are party thereto and Argent as agent for the lenders, and all other instruments or agreements entered into previously or in the future in connection with loans made by such lenders to the Issuer pursuant to such Credit Agreement.

"**Authentication Order**" has the meaning given to that term in Section 2.4(c).

"**Bank Indebtedness**" means the principal of, unpaid interest on, and fees, expenses, costs and other amounts due in connection with (i) Indebtedness of the Issuer to banks or commercial finance or other lending institutions regularly engaged in the business of lending money, whether or not secured, and (ii) any Indebtedness or any debentures, notes or other evidence of Indebtedness issued in exchange for Bank Indebtedness or any Indebtedness arising from the satisfaction of Bank Indebtedness by a Guarantor.

"**Beneficial Holder**" means any Person who holds a beneficial interest in a Global Note as shown on the books of the Depository or a Participant.

"**Board of Directors**" means:

(a) with respect to a corporation, the board of directors of the corporation or a duly authorized committee thereof;

(b) with respect to a partnership, the board of directors of the general partner of the partnership;

(c) with respect to any other Person, the board, committee or governing body of such Person serving a similar function.

"**Board Resolution**" means a resolution certified by the Secretary or an Assistant Secretary of the Issuer to have been duly adopted by the Board of Directors of the Issuer and to be in full force and effect on the date of such certification.

"**Book Entry Only Notes**" means Notes of a series which, in accordance with the terms applicable to such series, are to be held only by or on behalf of the Depository.

"**Business Day**" means a Monday, Tuesday, Wednesday, Thursday or Friday upon which the United States Federal Reserve System is open for business, and upon which banks in Calgary, Alberta are open for business.

"**C$**" or "**Canadian dollars**" mean the lawful currency of Canada.

"**CDS**" means CDS Clearing and Depository Services Inc. and its successors.

"**Collateral**" has the meaning given to that term in the Guaranty and Collateral Security Agreement.

"**Collateral Agent**" means Acquiom Agency Services LLC, and it successors or assigns, acting on behalf of the Holders pursuant to the terms of the Guaranty and Collateral Security Agreement.

"**Counsel**" means a barrister or solicitor or firm of barristers or solicitors retained or employed by the Trustee or retained or employed by the Issuer and reasonably acceptable to the Trustee.

"**Current Director**" means any member of the Issuer's Board of Directors as of the Initial Issue Date and any successor of a Current Director whose election, or nomination for election by the Issuer's shareholders, was approved by at least a majority of the Current Directors then on the Issuer's Board of Directors.

"**DBRS**" means, collectively, DBRS Limited, DBRS, Inc. and DBRS Ratings Limited or any successor ratings agency thereto.

"**Default**" means any event that is, or with the passage of time or the giving of notice or both would be, an Event of Default.

"**Default Notice**" has the meaning given to that term in Section 8.2(a).

"**Definitive Note**" means a certificated Note registered in the name of the Holder thereof and issued in accordance with Sections 5.2(b) and 5.6 hereof, substantially in the form set out in the Supplemental Indenture providing for the relevant series of Notes (or in the case of the Series A Second Lien Notes or the Series B Second Lien Notes, Appendix A hereto), except that such Note will not bear the Global Note Legend.

"**Depository**" means CDS and such other Person as is designated in writing by the Issuer and acceptable to the Trustee to act as depository in respect of any series of Book Entry Only Notes.

"**Disposition**" has the meaning given to that term in Section 7.6.

"**EBITDA**" means, with respect to the Issuer and its Subsidiaries (excluding any Subsidiaries not incorporated, organized or formed in the United States or Canada) determined on a consolidated basis, for any period,

(a) net earnings (or loss), excluding the earnings of any entity that is not a Subsidiary but in which the Issuer directly or indirectly owns any equity securities, except to the extent such earnings are actually distributed in cash to the Issuer,

plus

(b) without duplication, the sum of the following amounts of the Issuer and its Subsidiaries for such period to the extent included in determining consolidated net earnings (or loss) for such period:

(i) Interest Expense (and to the extent not reflected in Interest Expense, (x) bank and letter of credit fees and premiums in connection with financing activities and (y) amortization of deferred financing and loan fees,

(ii) federal, state, local and foreign Taxes, in each case based upon income or earnings, and

(iii) depreciation and amortization for such period, in each case, determined on a consolidated basis in accordance with GAAP.

"**EBITDAR**" means Adjusted EBITDA plus (without duplication, and to the extent deducted from net earnings) rental expenses to be paid in cash during such period.

"**Event of Default**" has the meaning given to that term in Section 8.1.

"**Exchange Act**" means the Securities Exchange Act of 1934, as in effect from time to time.

"**Excluded Equity**" has the meaning given to that term in the Guaranty and Collateral Security Agreement.

"**Excluded Property**" has the meaning given to that term in the Guaranty and Collateral Security Agreement.

"**Excluded Subsidiary**" has the meaning given to that term in the Guaranty and Collateral Security Agreement.

"**Existing Indebtedness**" means all Indebtedness of the Issuer and its Subsidiaries outstanding immediately following the Initial Issue Date, including, for the avoidance of doubt, all contingent and conditional secured Indebtedness of the Issuer and its Subsidiaries arising from or related to any contractual or other obligation of the Issuer or any Subsidiary entered into prior to the Initial Issue Date;

"**Federal Cannabis Laws**" means any U.S. federal laws, civil, criminal or otherwise, as such relate, either directly or indirectly, to the cultivation, harvesting, production, distribution, sale and possession of cannabis, marijuana or related substances or products containing or relating to the same, including, without limitation, the prohibition on drug trafficking under 21 U.S.C. § 841(a), et seq., the conspiracy statute under 18 U.S.C. § 846, the bar against aiding and abetting the conduct of an offense under 18 U.S.C. § 2, the bar against misprision of a felony (concealing another's felonious conduct) under 18 U.S.C. § 4, the bar against being an accessory after the fact to criminal conduct under 18 U.S.C. § 3, and federal money laundering statutes under 18 U.S.C. §§ 1956, 1957, and 1960 and the regulations and rules promulgated under any of the foregoing.

"**Finance Lease**" means 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 a finance lease under GAAP and the amount of which obligations shall be the capitalized amount thereof determined in accordance with GAAP. Notwithstanding anything to

the contrary herein, in the event of an accounting change requiring all leases to be capitalized, at the Issuer's election only those leases that would constitute Finance Leases in conformity with GAAP on the Initial Issuance Date shall be considered Finance Leases, and all calculations and deliverables under this Agreement or any other Loan Document shall be made or delivered, as applicable, in accordance therewith.

"**Finance Lease Obligation**" means, with respect to any Person as of any date of determination, all Obligations of such Person to pay rent or other amounts under a Finance Lease.

"**First Lien Obligations**" means all Obligations of the Issuer or its Subsidiaries that are secured by liens on some or all of the Collateral that are designated as "senior", "first," "primary" (or any comparable term), including without limitation the Obligations evidenced by the ~~Roxbury~~ Argent Loan Documents.

"**GAAP**" means generally accepted accounting principles as in effect from time to time in the United States, consistently applied.

"**Global Note Legend**" means the legend set forth in Section 2.13(a), which is required to be placed on all Global Notes issued under this Indenture.

"**Global Notes**" means certificates or other electronic registration representing the aggregate principal amount of Notes issued and outstanding and held by, or on behalf of, a Depository.

"**Governmental Authority**" means the government of the United States, any foreign country or any multinational authority, or any state, commonwealth, protectorate or political subdivision thereof, and any entity, body or authority exercising executive, legislative, judicial, tax, regulatory or administrative functions of or pertaining to government, including, without limitation, other administrative bodies or quasi-governmental entities established to perform the functions of any such agency or authority, and any agency, branch or other governmental body (federal or state) charged with the responsibility, or vested with the authority to administer or enforce, any Applicable Laws.

"**Guarantee**" means, as to any Guarantor, a guarantee of the obligations of the Issuer as more particularly described in the Guaranty and Collateral Security Agreement.

"**Guaranty and Collateral Security Agreement**" means that certain Guaranty and Collateral Security Agreement, executed on the Initial Issue Date, by and among the Issuer, certain of its Subsidiaries and the Collateral Agent.

"**Guarantor**" has the meaning given to that term in the Guaranty and Collateral Security Agreement.

"**Holder**" means the Persons for the time being entered in the register of the Issuer as registered holders of Notes or any transferees of such Persons.

"**Indebtedness**" as to any Person means, without duplication: (a) all obligations of such Person for borrowed money, (b) all obligations of such Person evidenced by bonds, debentures, notes, or other similar instruments and all reimbursement or other obligations in respect of letters of credit,

bankers acceptances, or other financial products and (c) all obligations of such Person to pay the deferred purchase price of assets.

"**Indenture**" means this indenture (including, for the avoidance of any doubt, the preamble and recitals hereto), as originally executed or as it may from time to time be supplemented, amended, restated, or otherwise modified in accordance with the terms hereof.

"**Initial Issue Date**" means December 7, 2022.

"**Intellectual Property**" has the meaning given to that term in the Guaranty and Collateral Security Agreement.

"**Intercreditor Agreement**" means ~~an intercreditor agreement entered into, or to be entered into at the request of the Issuer~~ that certain Subordination and Intercreditor Agreement, dated July 31, 2024, by and among~~, inter alios~~ Argent, the Trustee, the Collateral Agent and the ~~lenders party to the Roxbury Loan Documents, to which the Issuer shall be party from time to time~~ Issuer.

"**Interest Expense**" means, for any period, the aggregate of the interest expense of the Issuer and its Subsidiaries for such period, determined on a consolidated basis in accordance with GAAP.

"**Interest Payment Date**" means, for each series of Notes, a date specified in such series of Notes or the Supplemental Indenture providing for such series of Notes (or, in the case of the Series A Second Lien Notes, as specified in Article 3 or the Series B Second Lien Notes, as specified in Article 4) as the date on which an installment of interest on such Notes shall become due and payable.

"**Issue Date**" means the date the Notes are originally issued pursuant to this Indenture.

"**Issuer**" means Jushi Holdings Inc. and includes any successor to or of the Issuer, as permitted by the terms hereof.

"**Issuer Order**" means an order or direction in writing signed by the President, Chief Executive Officer or Chief Financial Officer of the Issuer.

"**LQA EBITDAR**" means EBITDAR for the Issuer's most recently ended fiscal quarter multiplied by 4.

"**LVTS**" means the large value electronic money transfer system operated by the Canadian Payments Association and any successor thereto.

"**Make-Whole Premium**" with respect to any Note on any date of prepayment, means (a) all interest payments that would be payable if such Note had been outstanding for twenty-four (24) months after the Issue Date; minus (b) all interest payments received by the Holder of such Note prior to the relevant prepayment.

"**Manassas Property**" means that certain real property located at 8100 Albertstone Circle, Manassas, VA 20109.

"**Maturity**" means, when used with respect to a Note of any series, the date on which the principal of such Note or an installment of principal becomes due and payable as therein or herein provided, whether at the Stated Maturity or by acceleration, Redemption Notice, notice of option to elect repayment or otherwise.

"**Maturity Account**" means an account or accounts required to be established by the Issuer (and which shall be maintained by and subject to the control of the Paying Agent) for each series of Notes issued pursuant to and in accordance with this Indenture.

"**Notes**" means the notes, debentures or other evidence of Indebtedness of the Issuer issued and authenticated hereunder, or deemed to be issued and authenticated hereunder, and includes Global Notes and for greater certainty, the Series A Second Lien Notes and the Series B Second Lien Notes.

"**Notes Majority**" means: (a) with respect to the Second Lien Notes, the affirmative vote of, or an instrument signed in one or more counterparts by, the Holder or Holders of more than fifty percent (50%) of the aggregate principal amount of the outstanding Second Lien Notes, provided that for purposes of determining the aggregate principal amount of the outstanding Second Lien Notes, the aggregate principal amount of all Series B Second Lien Notes shall be converted into US dollars for purposes of such calculation at the Canadian dollar to US dollar exchange rate provided by the Bank of Canada on the date of any vote, consent or other action taken by the Holders of the Second Lien Notes and shall be added to the aggregate principal amount of the Series A Second Lien Notes as of such date; and (b) with respect to all other series of Notes issues under this Indenture, the affirmative vote of, or an instrument signed in one or more counterparts by, the Holder or Holders of more than fifty percent (50%) of the aggregate principal amount of the outstanding class of Notes requesting the Trustee to take an action or proceeding permitted by this Indenture.

"**Obligations**" means all obligations and other amounts owing, due, or secured under the documentation governing any Indebtedness.

"**Offering Documents**" means all instruments and agreements executed in connection any Notes, debentures or other evidence of Indebtedness of the Issuer issued and authenticated hereunder, and includes, without limitation, with respect to the Second Lien Notes, the subscription agreements, the warrants, the Intercreditor Agreement, the Guaranty and Collateral Security Agreement and the Collateral Agency Agreement.

"**Officers' Certificate**" means a certificate signed on behalf of the Issuer by the Chief Executive Officer, President or the Chief Financial Officer of the Issuer, delivered to the Trustee that meets the requirements of this Indenture.

"**Opinion of Counsel**" means an opinion from legal counsel who is reasonably acceptable to the Trustee (who may be counsel to or an employee of the Issuer) that meets the requirements of this Indenture.

"**Original U.S. Holder**" means any (1)(a) Holder that (i) is a U.S. Person, (ii) is in the United States, (iii) received an offer to acquire Second Lien Notes while in the United States, or (iv) was

in the United States at the time such Holder's buy order was made or such Holder executed or delivered its purchase order for the Second Lien Notes, or (b) person who acquired Second Lien Notes on behalf of, or for the account or benefit of, any U.S. Person or any person in the United States, in each case that is either (2)(a) a Qualified Institutional Buyer and the original purchaser of the Second Lien Notes and who delivered a properly executed Qualified Institutional Buyer Certificate to the Issuer in connection with its purchase of Second Lien Notes from the Issuer, or (b) a U.S. Accredited Investor and the original purchaser of the Second Lien Notes and who delivered a properly executed U.S. Accredited Investor Certificate to the Issuer in connection with its purchase of Second Lien Notes from the Issuer.

"**Participants**" has the meaning given to that term in Section 5.2(d).

"**Paying Agent**" has the meaning given to that term in Section 2.5(a).

"**Permitted Indebtedness**" means any of the following without duplication:

(a) Indebtedness evidenced by the Second Lien Notes and the related Offering Documents, provided that the aggregate principal amount of all such Indebtedness shall not exceed the U.S.$140,000,000;

(b) All Existing Indebtedness;

(c) Indebtedness evidencing First Lien Obligations, provided that (subject to the terms, conditions and provisions of the Intercreditor Agreement) the aggregate principal amount of all such Indebtedness shall not exceed U.S.$100,000,000;

(d) All Indebtedness permitted pursuant to the ~~Roxbury~~ Argent Loan Documents;

(e) All Indebtedness in connection with the acquisition of a Person or business (whether by acquisition of equity securities, all or substantially all of the assets, merger, consolidation, amalgamation or otherwise), regardless of the structure of the transaction, and including without limitation all Indebtedness incurred to finance such acquisition and all Indebtedness assumed as part of such Acquisition;

(f) Intercompany Indebtedness subject to reasonable industry standards as determined by the Issuer;

(j) Indebtedness owed to trade creditors of the Issuer or any Subsidiary incurred in the ordinary course of business;

(k) Excluding the Manassas Property, the Scranton Properties and the Scranton Properties West Expansion, Indebtedness in connection with: (i) the purchase, sale, improvement or financing of real property (including without limitation pursuant to a mortgage or sale-and-leaseback transaction), or (ii) Purchase Money Indebtedness, collectively in an aggregate principal amount not to exceed U.S.$20,000,000:

(l) Indebtedness in connection with the purchase, sale, improvement or financing of the Manassas Property not to exceed 60% of the sum of: (1) US50,000,000; and (2) the

estimated construction costs in connection with the second phase development of the Manassas Property as determined in the reasonable discretion of the Issuer, provided that if there are no First Lien Obligations at the time of the purchase, sale, improvement or financing of the Manassas Property or the proceeds from the purchase, sale, improvement or financing of the Manassas Property will be used to refinance some or all of the First Lien Obligations, there shall be no limit on the Indebtedness that may be incurred by the Issuer or any of its affiliates in connection with the purchase, sale, improvement or financing of the Manassas Property;

(m) Except for the Scranton Properties West Expansion, Indebtedness in connection with the purchase, sale, improvement or financing of the Scranton Properties not to exceed all Existing Indebtedness associated with the Scranton Properties as of the Initial Issuance Date plus an additional U.S. 15,000,000 which may be incurred after the Initial Issuance Date; and

(n) Indebtedness in connection with the purchase, sale, improvement or financing of the Scranton Properties West Expansion not to exceed 75% of the estimated construction costs associated with the Scranton Properties West Expansion as determined in the reasonable discretion of the Issuer;

(o) Indebtedness consisting of: (i) unsecured guarantees incurred in the ordinary course of business with respect to surety and appeal bonds, performance bonds, bid bonds, appeal bonds, completion guarantees and similar obligations incurred in the ordinary course of business, (ii) unsecured guarantees arising with respect to indemnification obligations (including without limitation in connection with any acquisition of a business by the Issuer or any Subsidiary regardless of form), and (ii) guarantees of other Permitted Indebtedness;

(p) Indebtedness owed to any Person providing property, casualty, liability, or other insurance to the Issuer or any Subsidiary, in each case incurred in the ordinary course of business;

(q) Indebtedness owed to any Person providing workers' compensation, health, disability or other employee benefits or property, casualty or liability insurance, pursuant to reimbursement or indemnification obligations to such person, in each case incurred in the ordinary course of business;

(r) Unsecured Indebtedness incurred in respect of netting services, overdraft protection, and other like services, in each case, incurred in the ordinary course of business;

(s) Indebtedness that is unsecured or that is subordinated in right of payment to the prior payment of all First Lien Obligations and all Second Lien Obligations;

(t) Deferred taxes to the extent constituting Indebtedness;

(u) Indebtedness in connection with Excluded Property;

(v) Indebtedness in full or partial exchange for, or the net proceeds of which are fully or partially used to refund, refinance, extend, replace, defease or discharge other Permitted Indebtedness, including without limitation the full or partial refinancing of First Lien

Obligations and the full or partial refinancing of all Indebtedness evidenced by the Second Lien Notes and the related Offering Documents (provided any refinancing of the Second Lien Notes must be Second Lien Note Refinancing Indebtedness). For the avoidance of doubt, any Permitted Indebtedness incurred pursuant to this subsection in full or partial exchange for, or the net proceeds of which are fully or partially used to refund, refinance, extend, replace, defease or discharge any First Lien Obligations (including without limitation the First Lien Obligations evidenced by the ~~Roxbury~~ Argent Loan Documents) may be secured by liens on the Collateral ranking senior and having priority over the liens on the Collateral securing the Second Lien Notes, and may be senior and have priority in right of payment over all payments due under the Second Lien Notes; and

(w) Additional Indebtedness in an aggregate principal amount not to exceed the amount by which the Issuer's LQA EBITDAR multiplied by 5 exceeds the Issuer's Total Funded Indebtedness as of the date of incurrence of the relevant Indebtedness. For the avoidance of doubt, the Issuer and its Subsidiaries shall be entitled to incur additional Indebtedness under any other subsections of this definition of Permitted Indebtedness by an amount equal to the amount by which the Issuer's LQA EBITDAR multiplied by 5 exceeds the Issuer's Total Funded Indebtedness, regardless of whether such additional Indebtedness exceeds any thresholds set forth in any of the other subsections of this definition of Permitted Indebtedness. By way of example only, assuming: (1) the Indebtedness evidenced by the Second Lien Notes and the related Offering Documents is $140,000,000 (the maximum permitted pursuant to subsection (a) of this definition of Permitted Indebtedness), and (2) the Issuer's LQA EBITDAR multiplied by 5 exceeds the Issuer's Total Funded Indebtedness by U.S.$10,000,000, then the Issuer may elect to increase the Indebtedness evidenced by the Second Lien Notes and the related Offering Documents under subsection (a) of this definition of Permitted Indebtedness by U.S.$10,000,000 to a total of U.S.$150,000,000.

"**Permitted Preferred Stock**" means any convertible preferred Stock that: (i) provides for a return of capital only upon maturity; (ii) matures not less than six (6) months after Maturity of the Second Lien Notes, (iii) provides for interest payments, in cash, not to exceed five percent (5%) per annum; (iv) may be issued with an original issue discount not to exceed ten percent (10%) of the notional value of such convertible preferred Stock; and (v) the total notional value of all such convertible preferred Stock does not exceed U.S.$100,000,000.

"**Person**" means an individual, corporation, partnership, limited liability company, association, trust, joint venture, unincorporated organization or any government, governmental department or agency or political subdivision thereof.

"**Purchase Money Indebtedness**" means, as of any date of determination, Indebtedness incurred after the Initial Issue Date and at the time of, or within one hundred eighty (180) days after, the acquisition of any fixed or capital assets for the purpose of financing all or any part of the acquisition cost thereof.

"**Qualified Institutional Buyer**" means a "qualified institutional buyer" as such term is defined in Rule 144A under the U.S. Securities Act, that is also a U.S. Accredited Investor;

"**Record Date**" has the meaning given to such term in Section 2.11(d).

"**Redemption Date**" has the meaning given to that term in Section 6.4.

"**Redemption Notice**" has the meaning given to that term in Section 6.4.

"**Redemption Price**" has the meaning given to that term in Section 6.1.

"**Registrar**" has the meaning given to that term in Section 2.5(a).

"**Regulation S**" means Regulation S under the U.S. Securities Act.

~~"**Roxbury Loan Documents**" means that certain Credit Agreement, dated October 20, 2021, by and among the Issuer, the other loan parties that are party thereto, the lenders that are party thereto and Roxbury, L.P., as amended, and all other instruments or agreements entered into previously or in the future in connection with loans made by such lenders to the Issuer.~~

"**Scranton Properties**" means that certain real property and the existing improvements thereon located at 2000 Rosanna Avenue, Scranton PA 18509 and all adjacent properties owned by the Issuer or any Subsidiary.

"**Scranton Properties West Expansion**" means the future improvements to be constructed on the west side of the Scranton Properties referred to by the Issuer as "West 1" and "West 2"..

"**Second Lien Note Refinancing Indebtedness**" means Indebtedness to refinance all or a portion of the then-outstanding principal amount of the Second Lien Notes, provided that in the event the Issuer elects to refinance less than one hundred percent (100%) of the then-outstanding principal amount of the Second Lien Notes, to be considered Second Lien Note Refinancing Indebtedness, such Indebtedness: (a) may be guaranteed by the Guarantors to the same extent of the guarantees guaranteeing the Second Lien Notes, (b) may be secured by liens on the Collateral to the same extent as the liens securing the Second Lien Notes and guarantees, (c) may not have a cash interest rate that is higher than the one applicable to the Second Lien Notes, (d) may not have covenants that are more restrictive with respect to the Issuer and its Subsidiaries than the covenants contained in the Second Lien Notes, in any material respect, unless such covenants are added to the Second Lien Notes or the other related Offering Documents for the benefit of the Holders of the Second Lien Notes, (e) may not have any scheduled maturities (including, without limitation, amortization payments) or put dates prior to forty-five (45) days after the stated Maturity of the Second Lien Notes (and any change of control, asset sale and other prepayment/redemption provisions therein will provide that the Second Lien Notes are to be repaid prior to such Second Lien Note Refinancing Indebtedness), and (f) the aggregate principal amount of the Second Lien Note Refinancing Indebtedness does not exceed in the aggregate the sum of (i) the aggregate principal amount of Second Lien Notes being refinanced, (ii) the amount of accrued but unpaid interest due on the Second Lien Notes being refinanced and any reasonably determined premium, prepayment penalty or similar payment necessary to accomplish any such refinancing, and (iii) the amount of reasonable and customary fees, expenses and costs related to obtaining and closing such Second Lien Note Refinancing Indebtedness);

"**Second Lien Notes**" means the Series A Second Lien Notes and the Series B Second Lien Notes.

"**Second Lien Obligations**" means all Obligations of the Issuer or its Subsidiaries under the terms of the Second Lien Notes or any other Offering Documents applicable to the Second Lien Notes, whether now existing or arising hereafter, and any other Obligations of the Issuer or its subsidiaries that is secured by liens on some or all of the Collateral that are designated as "second", "junior" or "subordinate" (or any comparable term) to the liens on the some or all of the Collateral securing the First Lien Obligations.

"**Securities Act**" means the United States Securities Act of 1933, as amended.

"**Security Documents**" means all of the security agreements, pledges, collateral assignments, mortgages, deeds of hypothec, deeds of trust, trust deeds or other instruments from time to time evidencing or creating or purporting to create any security interests in favour of the Collateral Agent for its benefit and for the benefit of the Trustee and the Holders of the Notes, in all or any portion of the Collateral, as amended, modified, restated, supplemented or replaced from time to time, including, for greater certainty, the Guaranty and Collateral Security Agreement.

"**Series A Second Lien Notes**" means the 12% second lien promissory notes due December 7, 2026 designated pursuant to Section 3.2 of this Indenture.

"**Series B Second Lien Notes**" means the 12% second lien promissory notes due December 7, 2026 designated pursuant to Section 3.2 of this Indenture.

"**Stated Maturity**" means, with respect to any installment of interest or principal on any series of Indebtedness, the date on which such payment of interest or principal was scheduled to be paid in the original documentation governing such Indebtedness, 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.

"**Stock**" means, with respect to a Person, all of the shares, options, warrants, interests, participations, or other equivalents (regardless of how designated) of or in such Person, whether voting or nonvoting, including capital stock (or other ownership or profit interests or units), preferred stock, or any other "equity security" (as such term is defined in Rule 3a11-1 of the General Rules and Regulations promulgated by the Securities and Exchange Commission under the Exchange Act).

"**Subsidiary**" or "**Subsidiaries**" of a Person means a corporation, partnership, limited liability company, or other entity in which that Person directly or indirectly owns or controls the Stock having ordinary voting power to elect a majority of the Board of Directors of such corporation, partnership, limited liability company, or other entity. Unless otherwise indicated, any use of the term Subsidiary means a Subsidiary of the Issuer.

"**Supplemental Indenture**" means an indenture supplemental to this Indenture which may be executed, acknowledged and delivered for any of the purposes set out in Section 13.5.

"**Synthetic Lease**" means (a) a so-called "synthetic", "off-balance sheet" or "tax retention" lease; or (b) an agreement for the use or possession of property creating Obligations that do not appear on the balance sheet of such Person but, upon the insolvency or bankruptcy of such

Person, would be characterized as the indebtedness of such Person (without regard to accounting treatment).

"**Synthetic Lease Obligations**" means with respect to any Person as of any date of determination, all Obligations of such Person to pay rent or other amounts under a Synthetic Lease.

"**Taxes**" means any present or future tax, duty, levy, impost, assessment or other government charge (including penalties, interest and any other liabilities related thereto, and for the avoidance of doubt, including any withholding or deduction for or on account of Tax) imposed or levied by or on behalf of a Taxing Authority.

"**Taxing Authority**" means any government or any political subdivision, province, municipality, state or territory or possession of any government or any authority or agency therein or thereof having power to tax.

"**Total Funded Indebtedness**" means, as of any date of determination and without duplication, the sum of (a) the First Lien Obligations, Second Lien Obligations and all other Indebtedness for borrowed money as of such date, plus (b) the attributable indebtedness with respect to all Finance Lease Obligations and Synthetic Lease Obligations, plus (c) without duplication of amounts counted under clause (a), the outstanding principal amount of any revolving loans outstanding at such date (excluding any undrawn amounts under any such applicable revolving credit facilities), in each case with respect to the Issuer and its Subsidiaries but excluding any investments in, or Permitted Indebtedness of, any Subsidiaries of the Issuer not incorporated, organized or formed in the United States or Canada, determined on a consolidated basis in accordance with GAAP, plus (d) without duplication, capitalized lease obligations related to operating leases as determined under GAAP (with the discount rate to be determined by the Issuer in good faith). Notwithstanding the foregoing or anything contained herein to the contrary, for the purpose of calculating Total Funded Indebtedness hereunder for any purpose, any Indebtedness exclusively between: (i) the Issuer and any Subsidiary, or (ii) two Subsidiaries, shall be excluded.

"**Trustee**" means Odyssey Trust Company in its capacity as trustee under this Indenture and its successors and permitted assigns in such capacity.

"**UCC**" means the Uniform Commercial Code as in effect from time to time in the State of New York; provided, however, that, at any time, if by reason of mandatory provisions of law, any or all of the perfection or priority of the security interests in any item or portion of the Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other that the State of New York, the term "UCC" shall mean the Uniform Commercial Code as in effect, at such 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.

"**United States**" means the United States of America, its territories and possessions, any state of the United States and the District of Columbia.

"**U.S. Accredited Investor**" means an "accredited investor" within the meaning of Rule 501(a) of Regulation D under the U.S. Securities Act.

"**U.S. Holder**" means any (a) Holder that (i) is in the United States, (ii) received an offer to acquire Second Lien Notes while in the United States, or (iii) was in the United States at the time such Holder's buy order was made or such Holder executed or delivered its purchase order for the Second Lien Notes, or (b) person who acquired Second Lien Notes on behalf of, or for the account or benefit of, any person in the United States.

"**U.S. Legend**" has the meaning set forth in Section 2.3(h).

"**U.S. Person**" has the meaning set forth in Rule 902(k) of Regulation S.

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

"**U.S.$**" or "**US dollars**" mean the lawful currency of the United States of America.

1.2 Meaning of "Outstanding"

Every Note issued, authenticated and delivered in accordance with this Indenture shall be deemed to be outstanding until it is cancelled or redeemed or delivered to the Trustee for cancellation or redemption for monies or a new Note is issued in substitution for it pursuant to Section 2.10 or the payment for redemption thereof shall have been set aside under Section 6.7, provided that:

(a) when a new Note has been issued in substitution for a Note which has been lost, stolen or destroyed, only one of such Notes shall be counted for the purpose of determining the aggregate principal amount of Notes outstanding;

(b) Notes which have been partially redeemed or purchased shall be deemed to be outstanding only to the extent of the unredeemed or unpurchased part of the principal amount thereof; and

(c) for the purposes of any provision of this Indenture entitling Holders of outstanding Notes of any series to vote, sign consents, resolutions, requisitions or other instruments or take any other action under this Indenture, or to constitute a quorum of any meeting of Holders thereof, Notes owned directly or indirectly, legally or equitably, by the Issuer or any of its Subsidiaries shall be disregarded (unless the Issuer and/or one or more of its Subsidiaries are the only Holders (or Beneficial Holders) of the outstanding aggregate principal amount of such series of Notes at the time outstanding in which case they shall not be disregarded) except that:

(i) for the purpose of determining whether the Trustee shall be protected in relying on any such vote, consent, requisition or other instrument or action, or on the Holders present or represented at any meeting of Holders, only the Notes in respect of which the Trustee has received an Officers' Certificate confirming that the Issuer and/or one or more of its Subsidiaries are the only Holders shall be so disregarded; and

(ii) Notes so owned which have been pledged in good faith other than to the Issuer or any of its Subsidiaries shall not be so disregarded if the pledgee shall establish, to the satisfaction of the Trustee, the pledgee's right to vote such Notes, sign consents, requisitions or other instruments or take such other actions in his discretion free from the control of the Issuer or any of its Subsidiaries.

1.3 Interpretation

In this Indenture:

(a) words importing the singular number or masculine gender shall include the plural number or the feminine or neuter genders, and vice versa;

(b) all references to Articles and Appendices refer, unless otherwise specified, to articles of and appendices to this Indenture;

(c) all references to Sections refer, unless otherwise specified, to sections, subsections or clauses of this Indenture;

(d) words and terms denoting inclusiveness (such as "include" or "includes" or "including"), whether or not so stated, are not limited by and do not imply limitation of their context or the words or phrases which precede or succeed them; and

(e) "this Indenture", "hereto", "herein", "hereby", "hereunder", "hereof" and similar expressions refer to this Indenture and not to any particular Article, Section, subsection, clause, subdivision or other portion hereof and include the Guarantees, as applicable, and any and every Supplemental Indenture.

1.4 Headings, Etc.

The division of this Indenture into Articles, Sections, subsections and paragraphs, the provision of a table of contents and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Indenture.

1.5 Statute Reference

Any reference in this Indenture to a statute is deemed to be a reference to such statute as amended, re-enacted or replaced from time to time.

1.6 Day not a Business Day

In the event that any day on or before which any action required to be taken hereunder is not a Business Day, then such action shall be required to be taken on or before the requisite time on the first Business Day thereafter.

1.7 Applicable Law

This Indenture and the Notes shall be construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein and shall be treated in all respects as British Columbia contracts.

1.8 Monetary References

Unless otherwise expressly indicated, whenever any amounts of money are referred to herein, such amounts shall be deemed to be in lawful money of the United States of America.

1.9 Invalidity, Etc.

Each provision in this Indenture or in a Note is distinct and severable and a declaration of invalidity or unenforceability of any such provision by a court of competent jurisdiction will not affect the validity or enforceability of any other provision hereof or thereof.

1.10 Language

Les parties aux présentes ont exigé que la présente convention ainsi que tous les documents et avis qui s'y rattachent et/ou qui en découleront soient rédigés en langue anglaise. The parties hereto have required that this Indenture and all documents and notices related thereto be drawn up in English.

1.11 Successors and Assigns

All covenants and agreements in this Indenture by the Issuer shall bind its successors and assigns, as applicable, whether expressed or not.

1.12 Benefits of Indenture

Nothing in this Indenture or in the Notes, express or implied, shall give to any Person, other than (i) the parties hereto and their respective successors or assigns hereunder, (ii) any Paying Agent, (iii) the Holders, (iv) the Trustee, and (v) the Collateral Agent, any benefit or any legal or equitable right, remedy or claim under this Indenture.

1.13 Accounting Terms

Each accounting term used in the Indenture, unless otherwise defined herein, has the meaning assigned to it under GAAP applied consistently throughout the relevant period and relevant prior periods.

ARTICLE 2
THE NOTES

2.1 Issue and Designation of Notes; Ranking

The aggregate principal amount of Notes authorized to be issued and authenticated under this Indenture is unlimited, provided, however, that Notes may be issued under this Indenture only on and subject to the conditions and limitations in this Indenture. The Indebtedness evidenced by the

Notes will be of such ranking and priority as shall be more fully described in this Indenture or any Supplemental Indenture with respect to such Notes, as applicable.

2.2 Issuance in Series

(a) Notes may be issued in one or more series from time to time pursuant to this Indenture and Supplemental Indentures delivered in accordance with the terms of this Indenture. The Notes of each series (i) will have such designation, (ii) may be subject to a limitation of the maximum principal amount authorized for issuance, (iii) will be issued in such denominations, (iv) may be purchased and payable as to principal, premium (if any) and interest at such place or places and in such currency or currencies, (v) will bear such date or dates and mature on such date or dates, (vi) will indicate the portion (if less than all of the principal amount) of such Notes to be payable on declaration of acceleration of Maturity, (vii) will bear interest at such rate or rates (which may be fixed or variable) payable on such date or dates, (viii) may contain mandatory or optional redemption or sinking fund provisions, including the period or periods within which, the price or prices at which and the terms and conditions upon which the Notes may be redeemed or purchased at the option of the Issuer or otherwise, (ix) may contain conversion or exchange terms, (x) will indicate the percentage of the principal amount (including any premium) at which Notes may be issued or redeemed, (xi) will set out each office or agency at which the principal of, premium (if any) and interest on the Notes will be payable, and the addresses of each office or agency at which the Notes may be presented for registration of transfer or exchange, (xii) may contain covenants and events of default in addition to or in substitution for the covenants contained herein and the Events of Default, (xiii) may contain additional legends and/or provisions relating to the transfer and exchange of Notes in addition to those provided for herein, and (xiv) may contain such other terms and conditions, not inconsistent with the those set forth in this Indenture, as may be set forth in a Board Resolution passed at or before the time of the issue of the Notes of such series and such other provisions (to the extent as the Board of Directors may deem appropriate) as are contained in the Notes of such series. The execution by the Issuer of the Notes of such series and the delivery thereof to the Trustee for authentication will be conclusive evidence of the inclusion of the provisions authorized by this subsection.

(b) All Notes of any one series will be substantially identical except as to denomination and except as may otherwise be provided in or pursuant to this Indenture, an Officers' Certificate or the Supplemental Indenture establishing such series. Not all Notes of any one series need to be issued at the same time, and, unless otherwise provided, Additional Notes or other credit instruments of any series may be issued from time to time, at the option of the Issuer without the consent of any Holder.

(c) Before the creation of any series of Notes (other than the Second Lien Notes, which terms are provided for in Article 3 and Article 4), the Issuer will execute and deliver to the Trustee a Supplemental Indenture for the purpose of establishing the terms of such series of Notes and the forms and denominations in which they may be issued, together with a Board Resolution authorizing the issuance of any such Notes. The Trustee will execute and deliver such Supplemental Indentures from time to time pursuant to Section 13.5.

(d) Whenever any series of Notes has been authorized, Notes in such series may from time to time be authenticated by the Issuer and delivered to the Trustee and, subject to Section 2.4, will be certified and delivered by the Trustee to or to the order of the Issuer upon receipt by the Trustee of:

(i) a Board Resolution authorizing the issuance of a specified principal amount of Notes of such series;

(ii) an Officers' Certificate to the effect that there is no existing Event of Default or event which with the giving of notice or passage of time or both would constitute an Event of Default and the Issuer has complied with all other conditions of this Indenture in connection with the issue of such series;

(iii) an Issuer Order for the authentication and delivery of such series of Notes specifying the principal amount of the Notes to be authenticated and delivered; and

(iv) an Opinion of Counsel addressed to the Trustee to the effect that all legal requirements imposed by this Indenture, any applicable Supplemental Indenture or by law governing the Notes in connection with the issuance, authentication and delivery of such series of Notes have been complied with subject to the delivery of certain documents or instruments specified in such opinion.

2.3 Form of Notes

(a) The Notes of any series and the Trustee's certificate of authentication shall be substantially in the form set out in the Supplemental Indenture establishing such series (or in the case of the Second Lien Notes, in the form set out in Appendix A hereto), together with such appropriate insertions, omissions, substitutions and other variations as are required or permitted by this Indenture. Notes may have notations, legends or endorsements required by Applicable Law (including without limitation stock exchange rule or regulation), which may include one or more of the legends set forth in Section 2.3(h) or Section 2.13 hereof or in a Supplemental Indenture. Each Note shall be dated the date of its authentication. Unless otherwise set out in the Supplemental Indenture establishing a series of Notes, Notes shall be issued in denominations of (i) U.S.$1,000 and integral multiples of U.S.$1,000 for Notes denominated in US dollars and (ii) C$1,000 and integral multiples of C$1,000 for Notes denominated in Canadian dollars, as the case may be.

(b) The terms and provisions contained in the Notes and the Supplemental Indenture establishing each series of Notes shall constitute, and are hereby expressly made, a part of this Indenture and the Issuer and the Trustee, by their execution and delivery of this Indenture and each applicable Supplemental Indenture, expressly agree to such terms and provisions and to be bound thereby. However, to the extent any provision of any Note conflicts with the express provisions of this Indenture, the provisions of this Indenture shall govern and be controlling.

(c) The Notes of any series may be in different denominations and forms and may contain such variations of tenor and effect, not inconsistent with the provisions of this Indenture, as are incidental to such differences of denomination and form, including variations in the

provisions for the exchange of such Notes of different denominations or forms and in the provisions for the registration or transfer of such Notes.

(d) Subject to Section 2.3(a) and to any limitation as to the maximum principal amount of Notes of any particular series, any Notes may be issued as a part of any series of Notes previously issued, in which case they will bear the same designation and designating letters as those applied to such similar previous issue and will be numbered consecutively upwards in respect of such denominations of Notes in like manner and following the numbers of the Notes of such previous issue.

(e) All series of Notes which may at any time be issued under this Indenture and the certificate of the Trustee endorsed on such Notes may be in English or any other language or languages or any combination thereof, and may be in the form or forms provided in any Supplemental Indenture or in such other language or languages and in such form or forms as the Board of Directors determines at the time of first issue of any series of Notes, as approved by the Trustee, the approval of which will be conclusively evidenced by its authentication of such Notes.

(f) If any provision of any series of Notes in a language other than English is susceptible of an interpretation different from the equivalent provision of the English language, the interpretation of such provision in the English language will be determinative.

(g) Notes may be typed, engraved, printed, lithographed or reproduced in a different form, or partly in one form and partly in another, as the Issuer may determine. The execution of any such Notes by the Issuer and the authentication by the Trustee in accordance with Section 2.4 of any such Notes will be conclusive evidence that such Notes are Notes authorized by this Indenture.

(h) Each Note issued to, or for the account for benefit of, a U.S. Holder, and each Note issued in exchange or substitution therefor, will be evidenced by a Definitive Note that bears the U.S. Legend (as defined below). The Notes have not been registered under the U.S. Securities Act or under the securities laws of any of the states of the United States, and may not be offered, sold or otherwise disposed of by a U.S. Holder unless an exemption or exclusion from the registration requirements of the U.S. Securities Act and applicable state securities laws is available or the Notes are the subject of an effective registration statement under the U.S. Securities Act. Each Definitive Note issued for the benefit or account of a U.S. Holder (other than an Original U.S. Holder that is a Qualified Institutional Buyer), and each Definitive Note issued in exchange therefor or in substitution thereof shall bear or be deemed to bear the following legend or such variations thereof as the Issuer may prescribe from time to time (the "**U.S. Legend**"):

"THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "U.S. SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES. THE HOLDER HEREOF, BY ACQUIRING SUCH SECURITIES, AGREES, FOR THE BENEFIT OF JUSHI HOLDINGS INC. (THE "ISSUER"), THAT SUCH SECURITIES MAY BE OFFERED, SOLD, PLEDGED, ASSIGNED OR

OTHERWISE TRANSFERRED, DIRECTLY OR INDIRECTLY, ONLY (A) TO THE ISSUER; (B) OUTSIDE THE UNITED STATES IN COMPLIANCE WITH RULE 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT AND IN COMPLIANCE WITH APPLICABLE LOCAL LAWS AND REGULATIONS, (C) IN COMPLIANCE WITH (1) RULE 144A UNDER THE U.S. SECURITIES ACT, IF AVAILABLE, OR (2) RULE 144 UNDER THE U.S. SECURITIES ACT, IF AVAILABLE, AND, IN EACH CASE, IN COMPLIANCE WITH APPLICABLE STATE SECURITIES LAWS, OR (D) IN ANOTHER TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE U.S. SECURITIES ACT OR ANY APPLICABLE STATE SECURITIES LAWS, PROVIDED THAT IN THE CASE OF TRANSFERS PURSUANT TO (C)(2) OR (D) ABOVE, A LEGAL OPINION FROM COUNSEL OF RECOGNIZED STANDING IN FORM AND SUBSTANCE REASONABLY SATISFACTORY TO THE ISSUER MUST FIRST BE PROVIDED. DELIVERY OF THIS CERTIFICATE MAY NOT CONSTITUTE "GOOD DELIVERY" IN SETTLEMENT OF TRANSACTIONS ON STOCK EXCHANGES IN CANADA."

provided that, if the Notes are being sold outside the United States in compliance with Rule 904 of Regulation S and in compliance with applicable local securities laws and regulations, and the Issuer is a "foreign private issuer" (as such term is defined in Regulation S) at the time the Notes are originally issued, the U.S. Legend may be removed (or the Notes may be transferred to an unrestricted CUSIP) by the transferor providing a declaration to the Trustee and the Issuer in the form set forth in Appendix C or as the Issuer may prescribe from time to time, or such other evidence which may include an opinion of counsel of recognized standing in form and substance reasonably satisfactory to the Issuer; provided further, that, if any such Notes are being sold pursuant to Rule 144 under the U.S. Securities Act, if available, or in another transaction that does not require registration under the U.S. Securities Act or applicable state securities laws (except in compliance with Rule 904 of Regulation S and in compliance with applicable local securities laws and regulations related thereto), the U.S. Legend may be removed (or the Notes may be transferred to an unrestricted CUSIP) by delivery to the Trustee and the Issuer of an opinion of counsel, of recognized standing, reasonably satisfactory to the Issuer, to the effect that such U.S. Legend is no longer required under applicable requirements of the U.S. Securities Act and applicable state securities laws.

2.4 Execution, Authentication and Delivery of Notes

(a) All Notes shall be signed (either manually or by electronic or facsimile signature) by any two authorized directors or officers of the Issuer, holding office at the time of signing. An electronic or facsimile signature upon a Note shall for all purposes of this Indenture be deemed to be the signature of the individual whose signature it purports to be. Notwithstanding that any individual whose signature, either manual or in facsimile or other electronic means, appears on a Note as a director or officer may no longer hold such office at the date of the Note or at the date of the authentication and delivery thereof, such Note shall be valid and binding upon the Issuer and the Holder thereof shall be entitled to the benefits of this Indenture.

(b) No Notes will be entitled to any right or benefit under this Indenture or be valid or obligatory for any purpose unless such Notes have been authenticated by manual signature by or on behalf of the Trustee substantially in the form provided for herein or in the relevant

Supplemental Indenture. Such authentication upon any Notes will be conclusive evidence, and the only evidence, that such Notes have been duly authenticated, issued and delivered and that the Holder is entitled to the benefits hereof.

(c) Subject to the terms of this Indenture, the Trustee shall from time to time authenticate one or more Notes (including Global Notes) for original issue on the issue date for any series of Notes upon and in accordance with an Issuer Order (an "**Authentication Order**"), without the Trustee receiving any consideration therefor. Each such Authentication Order shall specify the principal amount of such Notes to be authenticated and the date on which such Notes are to be authenticated. The aggregate principal amount of Notes outstanding at any time may not exceed the aggregate principal amount specified in the Authentication Orders except as provided in Section 2.10. Except as provided in Section 7.5, there is no limit on the amount of Notes that may be issued hereunder.

(d) The certificate by or on behalf of the Trustee authenticating Notes will not be construed as a representation or warranty of the Trustee as to the validity of this Indenture or of any Notes or their issuance (except the due authentication thereof by the Trustee) or as to the performance by the Issuer of its obligations under this Indenture or any Notes and the Trustee will be in no respect liable or answerable for the use made of the proceeds of such Notes. The certificate by or on behalf of the Trustee on Notes issued under this Indenture will constitute a representation and warranty by the Trustee that such Notes have been duly authenticated by and on behalf of the Trustee pursuant to the provisions of this Indenture.

2.5 Registrar and Paying Agent

(a) The Issuer shall maintain for each series of Notes an office or agency where such Notes may be presented for registration of transfer or for exchange ("**Registrar**") and an office or agency where such Notes may be surrendered for payment ("**Paying Agent**"). The Registrar shall keep a register of such Notes and of their transfer and exchange.

(b) The Issuer may appoint one or more co-registrars and one or more additional paying agents for any series of Notes in such other locations as it shall determine. The term "Registrar" includes any co-registrar and the term "Paying Agent" includes any additional paying agent. The Issuer may change any Paying Agent or Registrar without notice to any Holder. The Issuer will notify the Trustee in writing of the name and address of any Registrar or Paying Agent which is not a party to this Indenture. If the Issuer does not exercise its option to appoint or maintain another entity as Registrar or Paying Agent in respect of any series of Notes, the Trustee shall act as such. The Issuer or any of its Subsidiaries may act as Paying Agent or Registrar for any series of Notes. The Issuer initially appoints the Trustee at its corporate office in Vancouver, British Columbia to act as the Registrar, transfer agent, authentication agent and Paying Agent with respect to the Notes.

2.6 Paying Agent to Hold Money in Trust

The Issuer shall require each Paying Agent, other than the Trustee, to agree in writing that the Paying Agent will, and the Trustee when acting as Paying Agent agrees that it will, hold in trust, for the benefit of the Holders or the Trustee all money held by the Paying Agent for the payment

of principal, premium, if any, and interest on the Notes of the relevant series and shall notify the Trustee of any Default by the Issuer in making any such payment. While any such Default continues, the Trustee may require a Paying Agent to pay all money held by it to the Trustee and to account for any money disbursed by it. The Issuer at any time may require a Paying Agent to pay all money held by it to the Trustee. Upon payment over to the Trustee, the Paying Agent (if other than the Issuer or a Subsidiary) shall have no further liability for the money. If the Issuer or a Subsidiary of the Issuer acts as Paying Agent, it shall segregate and hold in a separate trust fund for the benefit of Holders all money held by it as Paying Agent; provided that upon any bankruptcy or reorganization proceedings relating to the Issuer, the Trustee shall serve as Paying Agent for each series of Notes.

2.7 Book Entry Only Notes

(a) Subject to Section 2.3(h) and Section 5.2(b) and the provisions of the Notes of any series or any Supplemental Indenture providing for the issuance thereof, Notes shall be issued initially as Book Entry Only Notes represented by one or more Global Notes. Each Global Note authenticated in accordance with this Indenture and any Supplemental Indenture shall be registered in the name of the Depository designated for such Global Note or a nominee thereof and deposited with such Depository or a nominee thereof or custodian therefor, and each such Global Note shall constitute a single Note for all purposes of this Indenture and the applicable Supplemental Indenture. Beneficial interests in a Global Note will not be shown on the register or the records maintained by the Depository but will be represented through book entry accounts of Participants on behalf of the Beneficial Holders of such Global Note in accordance with the rules and procedures of the Depository. None of the Issuer or the Trustee shall have any responsibility or liability for any aspects of the records relating to or payments made by any Depository on account of the beneficial interest in any Global Notes or for maintaining, reviewing or supervising any records relating to such beneficial interests therein. Except as otherwise provided in this Indenture or any Supplemental Indenture in respect of a series of Notes, Beneficial Holders of Global Notes shall not be entitled to have Notes registered in their names, shall not receive or be entitled to receive Definitive Notes and shall not be considered owners or holders thereof under this Indenture or any Supplemental Indenture. Nothing herein or in a Supplemental Indenture shall prevent the Beneficial Holders from voting Global Notes using duly executed voting instruction forms.

(b) Every Note authenticated and delivered upon registration or transfer of a Global Note, or in exchange for or in lieu of a Global Note or any portion thereof, shall be authenticated and delivered in the form of, and shall be, a Global Note, unless such Note is registered in the name of a Person other than the Depository for such Global Notes or a nominee thereof.

2.8 Global Notes

Notes issued to a Depository in the form of Global Notes shall be subject to the following in addition to the provisions of Section 5.2, unless and until Definitive Notes have been issued to Beneficial Holders pursuant to Section 5.2(b):

(a) the Trustee may deal with such Depository as the authorized representative of the Beneficial Holders of such Notes;

(b) the rights of the Beneficial Holders of such Notes shall be exercised only through such Depository and the rights of Beneficial Holders shall be limited to those established by Applicable Law and agreements between the Depository and the Participants and between such Participants and Beneficial Holders, and must be exercised through a Participant in accordance with the rules and procedures of the Depository;

(c) whenever this Indenture requires or permits actions to be taken based upon instructions or directions of Holders evidencing a specified percentage of the outstanding Notes of any series, the Depository shall be deemed to be counted in that percentage to the extent that it has received instructions to such effect from Beneficial Holders or Participants;

(d) such Depository will make book-entry transfers among the direct Participants of such Depository and will receive and transmit distributions of principal, premium and interest on the Notes to such direct Participants for subsequent payment to the Beneficial Holders thereof;

(e) the direct Participants of such Depository shall have no rights under this Indenture or under or with respect to any of the Notes held on their behalf by such Depository, and such Depository may be treated by the Trustee and its agents, employees, officers and directors as the absolute owner of the Notes represented by such Global Notes for all purposes whatsoever;

(f) whenever a notice or other communication is required to be provided to Holders in connection with this Indenture or the Notes, the Trustee shall provide all such notices and communications to the Depository for subsequent delivery of such notices and communications to the Beneficial Holders in accordance with Applicable Securities Legislation and the procedures of the Depository;

(g) notwithstanding any other provision of this Indenture, all payments in respect of Notes issuable in the form of or represented by a Global Note shall be made to the Depository or its nominee for subsequent payment by the Depository or its nominee to the Beneficial Holders thereof. Upon payment over to the Depository, the Trustee, if acting as the Paying Agent, shall have no further liability for the money;

(h) Subject to the provisions hereof, at the Issuer's option, Notes may, in lieu of being issued in physical form be instead issued and registered in the name of the Depository or its nominee and: (i) the deposit of such Notes may be confirmed electronically by the Trustee to a particular Participant through the Depository; and (ii) shall be identified by a specific CUSIP/ISIN as requested by the Issuer from the Depository to identify each specific series of Note. If the Issuer issues Notes in a non-certificated format, Beneficial Holders of such Notes registered and deposited with CDS shall not receive certificates in definitive form and shall not be considered owners or holders thereof under this Indenture or any Supplemental Indenture. Beneficial interests in Notes registered and deposited with CDS will be represented only through the non-certificated inventory system administered by CDS. Transfers of Notes registered and deposited with CDS between Participants shall occur in accordance with the rules and procedures of CDS.

(i) Notwithstanding anything herein to the contrary, none of the Issuer nor the Trustee nor any agent thereof shall have any responsibility or liability for: (i) the electronic

records maintained by the Depository relating to any ownership interests or other interests in the Notes or the depository system maintained by the Depository, or payments made on account of any ownership interest or any other interest of any Person in any Note represented by an electronic position in the non-certificated inventory system administered by the Depository (other than the Depository or its nominee); (ii) maintaining, supervising or reviewing any records of the Depository or any Participant relating to any such interest; or (iii) any advice or representation made or given by the Depository or those contained herein that relate to the rules and regulations of the Depository or any action to be taken by the Depository on its own direction or at the direction of any Participant.

2.9 Interim Notes

Pending the delivery of Definitive Notes of any series to the Trustee, the Issuer may issue and the Trustee authenticate in lieu thereof (but subject to the same provisions, conditions and limitations as set forth in this Indenture) interim printed, mimeographed or typewriter Notes in such forms and in such denominations and signed in such manner as provided herein, entitling the holders thereof to Definitive Notes of such series when the same are ready for delivery; or the Issuer may execute and deliver to the Trustee and the Trustee authenticate a temporary Note for the whole principal amount of Notes of such series then authorized to be issued hereunder and thereupon the Trustee may issue its own interim certificates in such form and in such amounts, not exceeding in the aggregate the principal amount of the temporary Note so delivered to it, as the Issuer and the Trustee may approve entitling the holders thereof to Definitive Notes when the same are ready for delivery; and, when so issued and certified, such interim or temporary Notes or interim certificates shall, for all purposes but without duplication, rank in respect of this Indenture equally with Notes of such series duly issued hereunder and, pending the exchange thereof for Definitive Notes of such series, the holders of the interim or temporary Notes or interim certificates shall be deemed without duplication to be Holders of such series and entitled to the benefit of this Indenture to the same extent and in the same manner as though the said exchange had actually been made. Forthwith after the Issuer shall have delivered the Definitive Notes of such series to the Trustee, the Trustee shall call in for exchange all temporary or interim Notes of such series or certificates that shall have been issued and forthwith after such exchange shall cancel the same. No charge shall be made by the Issuer or the Trustee to the holders of such interim or temporary Notes or interim certificates for the exchange thereof.

2.10 Mutilation, Loss, Theft or Destruction

In case any of the Notes issued hereunder shall become mutilated or be lost, stolen or destroyed, the Issuer, in its discretion, may issue, and thereupon the Trustee shall authenticate and deliver, a new Note upon surrender and cancellation of the mutilated Note, or in the case of a lost, stolen or destroyed Note, in lieu of and in substitution for the same, and the substituted Note shall be in a form approved by the Trustee and shall entitle the Holder thereof to the benefits of this Indenture and shall rank equally in accordance with its terms with all other Notes of such series issued or to be issued hereunder. In case of loss, theft or destruction the applicant for a substituted Note shall furnish to the Issuer and to the Trustee such evidence of the loss, theft or destruction of the Note as shall be satisfactory to them in their discretion and shall also furnish an indemnity and surety

bond satisfactory to them in their discretion. The applicant shall pay all reasonable expenses incidental to the issuance of any substituted Note.

2.11 Concerning Interest

(a) All Notes of each series issued hereunder, whether originally or upon exchange or in substitution for previously issued Notes (including for certainty Notes issued under Sections 2.9 and 2.10), shall bear interest: (i) from and including their respective issue date, or (ii) from and including the last Interest Payment Date therefor to which interest shall have been paid or made available for payment on such outstanding Notes, whichever shall be the later, in all cases, to and excluding the next Interest Payment Date therefor.

(b) Interest on a Note of any series will cease to accrue from the Maturity of such Note (including, for certainty, if such Note was called for redemption, the Redemption Date); unless upon due presentation and surrender of such Note for payment on or after the Maturity thereof, such payment is improperly withheld or refused.

(c) If the date for payment of any amount of principal, premium or interest in respect of a Note of any series is not a Business Day at the place of payment, then payment thereof will be made on the next Business Day and the Holder of such Note will not be entitled to any further interest on such principal, or to any interest on such interest, premium or other amount so payable, in respect of the period from the date for payment to such next Business Day.

(d) The Holder of any Note of any series at the close of business on any Record Date applicable to a particular series with respect to any Interest Payment Date for such series shall be entitled to receive the interest, if any, payable on such Interest Payment Date notwithstanding any transfer or exchange of such Note subsequent to such Record Date and prior to such Interest Payment Date, except if and to the extent the Issuer Defaults in the payment of the interest due on such Interest Payment Date for such series, in which case such defaulted interest shall be paid to the Holder of such Note as at the close of business on a subsequent Record Date (which shall be not less than two Business Days prior to the date of payment of such defaulted interest) established by notice given by mail or email by or on behalf of the Issuer to the Holders of all affected Notes not less than 15 days preceding such subsequent Record Date. The term "**Record Date**" as used with respect to any Interest Payment Date (except a date for payment of defaulted interest) for the Notes of any series shall mean the date specified as such in the terms of the Notes of such series established as contemplated by Section 2.2, in respect of the Series A Second Lien Notes shall have the meaning specified in Section 3.1 and in respect of the Series B Second Lien Notes shall have the meaning specified in Section 4.1.

(e) Wherever in this Indenture, any Supplemental Indenture or any Note there is mention, in any context, of the payment of interest, such mention is deemed to include the payment of interest on amounts in default to the extent that, in such context, such interest is, was or would be payable pursuant to this Indenture, the Supplemental Indenture or the Note, and express mention of interest on amounts in default in any of the provisions of this Indenture will not be construed as excluding such interest in those provisions of this Indenture where such express mention is not made.

(f) Unless otherwise specifically provided in this Indenture or the terms of any Note, interest on Notes of any series shall be computed on the basis of a 360-day year of twelve 30-day months. With respect to any series of Notes, whenever interest is computed on the basis of a year (the "**deemed year**") which contains fewer days than the actual number of days in the calendar year of calculation, such rate of interest shall be expressed as a yearly rate for purposes of the *Interest Act* (Canada) by multiplying such rate of interest by the actual number of days in the calendar year of calculation and dividing it by the number of days in the deemed year.

2.12 Payments of Amounts Due on Maturity

(a) Subject to Section 2.12(b), the following provisions shall apply to all Notes, except as otherwise specified in a Supplemental Indenture relating to a particular series of Notes (and, in the case of the Series A Second Lien Notes, Article 3, and the Series B Second Lien Notes, Article 4):

(i) in the case of fully registered Notes, the Issuer shall establish and maintain with the Paying Agent a Maturity Account for each series of Notes. On or before 11:00 a.m. (Toronto time) on the Business Day prior to the Stated Maturity date for each series of Notes outstanding from time to time under this Indenture, the Issuer shall deposit in the applicable Maturity Account by wire transfer or certified cheque an amount sufficient to pay all amounts payable in respect of the outstanding Notes of such series (less any Taxes required by law to be deducted or withheld therefrom). The Paying Agent will pay to each Holder of such Notes entitled to receive payment, the principal amount of, and premium (if any) on, such Notes, upon surrender of such Notes to the Paying Agent or at any branch of the Trustee designated for such purpose from time to time by the Issuer and the Trustee. The deposit or making available of such amounts into the applicable Maturity Account will satisfy and discharge the liability of the Issuer for such Notes to which the deposit or making available of funds relates to the extent of the amount deposited or made available (plus the amount of any Taxes deducted or withheld as aforesaid) and such Notes will thereafter not be considered as outstanding under this Indenture to such extent and such Holder will have no other right than to receive out of the money so deposited or made available the amount to which it is entitled. Failure to make a deposit or make funds available as required to be made pursuant to this Section 2.12(a)(i) will constitute Default in payment on the Notes in respect of which the deposit or making available of funds was required to have been made; and

(ii) in the case of any series of Notes issued and outstanding in the form of or represented by Global Notes, on or before 11:00 a.m. (Toronto time) on the Business Day prior to the Stated Maturity date for such Notes, the Issuer shall deliver to the Trustee, for onward payment to the Depository, in each case by electronic funds transfer, an amount sufficient to pay the amount payable in respect of such Global Notes (less any Taxes required by law to be deducted or withheld therefrom). The Issuer shall pay to the Trustee, for onward payment to the Depository, the principal amount of, and premium (if any) on, such Global Notes, against receipt of the relevant Global Notes. The delivery of such electronic funds to the Trustee for onward payment to the Depository will satisfy and discharge the liability of the Issuer for the series of Notes to which the electronic funds relates to the extent of the amount deposited or made available (plus the amount of any Taxes deducted or withheld as aforesaid) and such Notes

will thereafter not be considered as outstanding under this Indenture unless such electronic funds transfer is not received. Failure to make delivery of funds available as required pursuant to this Section 2.12(a)(ii) will constitute Default in payment on the Notes of the series in respect of which the delivery or making available of funds was required to have been made.

(b) Notwithstanding Section 2.12(a), all payments in excess of U.S.$25,000,000 (or such other amount as determined from time to time by the Canadian Payments Association or any successor thereto) shall be made by the use of the LVTS. Neither the Trustee nor the Paying Agent shall have any obligation to disburse funds pursuant to Section 2.12(a)(i) unless it has received written confirmation satisfactory to it that the funds have been deposited with it in sufficient amount to pay in full all amounts due and payable on the applicable date of Maturity. The Paying Agent shall, if it accepts any funds received by it in the form of uncertified cheques, be entitled to delay the time for release of such funds until such uncertified cheques shall be determined to have cleared the financial institution upon which the same are drawn.

2.13 Legends on Notes

(a) Each Global Note shall bear a legend in substantially the following form, subject to such modification as required by the applicable Depository (the "**Global Note Legend**"):

> "UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE [INSERT THE DATE THAT IS 4 MONTHS AND A DAY AFTER THE DISTRIBUTION DATE]."

(b) Prior to the issuance of Notes of any series, the Issuer shall notify the Trustee, in writing, concerning which Notes are to be certificated and are to bear the legend or legends described in this Section 2.13.

2.14 Payment of Interest

The following provisions shall apply to Notes of each series, except as otherwise specified in a Supplemental Indenture relating to a particular series of Notes (and, in the case of the Series A Second Lien Notes, Article 3 and the Series B Second Lien Notes, Article 4):

(a) As interest becomes due on each fully registered Note (except on redemption thereof, when interest may at the option of the Issuer be paid upon surrender of such Note), the Issuer, either directly or through the Trustee or any agent of the Trustee, shall send or forward by prepaid ordinary mail, electronic transfer of funds or such other means as may be agreed to by the Trustee, payment of such interest (less any Taxes required by law to be deducted or withheld therefrom) to the Holders of record on the Record Date immediately preceding the applicable Interest Payment Date. If payment is made by cheque, such cheque shall be forwarded at least two days prior to each Interest Payment Date and if payment is made by other means (such as electronic transfer of funds, provided the Trustee must receive confirmation of receipt of funds prior to being able to wire funds to Holders), such payment shall be made in a manner whereby the Holder receives credit for such payment on the Interest Payment Date. The mailing of such cheque or the making of such payment by other means shall, to the extent of the sum represented

thereby, plus the amount of any Taxes deducted or withheld as aforesaid, satisfy and discharge all liability for interest on such Note to such extent, unless in the case of payment by cheque, such cheque is not paid at par on presentation. In the event of non-receipt of any cheque for or other payment of interest by the Person to whom it is so sent as aforesaid, the Issuer shall issue to such Person a replacement cheque or other payment for a like amount upon being furnished with such evidence of non-receipt as it shall reasonably require and upon being indemnified to its satisfaction. Notwithstanding the foregoing, if the Issuer is prevented by circumstances beyond its control (including, without limitation, any interruption in mail service) from making payment of any interest due on any Note in the manner provided above, the Issuer may make payment of such interest or make such interest available for payment in any other manner acceptable to the Trustee with the same effect as though payment had been made in the manner provided above. If payment is made through the Trustee, by 11:00 a.m. (Toronto time) at least one Business Day prior to the related Interest Payment Date for a Note or to the date of mailing the cheques for the interest due on such Interest Payment Date for such Note, whichever is earlier, the Issuer shall deliver sufficient funds to the Trustee by electronic transfer or certified cheque or make such other arrangements for the provision of funds as may be agreeable between the Trustee and the Issuer in order to effect such interest payment hereunder.

(b) So long as the Notes of any series or any portion thereof are issued in the form of or represented by a Global Note, then all payments of interest on such Global Note shall be made by 11:00 a.m. (Toronto time) at least one Business Day prior to the related Interest Payment Date by electronic funds transfer made payable to the Trustee for subsequent payment to the Depository on behalf of the Beneficial Holders of the applicable interests in that Global Note, unless the Issuer and the Trustee agree.

(c) Notwithstanding Sections 2.14(a) and 2.14(b), all payments in excess of U.S.$25,000,000 (or such other amount as determined from time to time by the Canadian Payments Association or any successor thereto) shall be made by the use of the LVTS. Neither the Trustee nor Paying Agent, as applicable, shall have any obligation to disburse funds in respect of any Note pursuant to Section 2.14(a) unless it has received written confirmation satisfactory to it that the funds have been deposited with it in sufficient amount to pay in full all amounts due and payable with respect to such Interest Payment Date for such Note. The Trustee or Paying Agent, as applicable, shall, if it accepts any funds received by it in the form of uncertified cheques, be entitled to delay the time for release of such funds until such uncertified cheques shall be determined to have cleared the financial institution upon which the same are drawn.

2.15 Record of Payment

The Trustee will maintain accounts and records evidencing any payment, by it or any other Paying Agent on behalf of the Issuer, of principal, premium (if any) and interest in respect of Notes of each series, which accounts and records will constitute, in the absence of manifest error, prima facie evidence of such payment.

2.16 Representation Regarding Third Party Interest

The Issuer hereby represents to the Trustee that any account to be opened by, or interest to be held by, the Trustee in connection with this Indenture, for or to the credit of the Issuer, either (a)

is not intended to be used by or on behalf of any third party; or (b) is intended to be used by or on behalf of a third party, in which case the Issuer hereby agrees to complete, execute and deliver forthwith to the Trustee a declaration, in the Trustee's prescribed form or in such other form as may be reasonably satisfactory to it, as to the particulars of such third party.

ARTICLE 3
TERMS OF THE SERIES A SECOND LIEN NOTES

3.1 Definitions

In this Article 3 and in the Series A Second Lien Notes, the following terms have the following meanings:

"**Additional Series A Second Lien Notes**" means any Series A Second Lien Notes issued under, and pursuant to the terms and conditions of, this Indenture after the Initial Issue Date.

"**Interest Payment Date**" means March 31, June 30, September 30, and December 31 of each year that the Series A Second Lien Notes are outstanding and (except in respect of any Additional Series A Second Lien Notes) commencing on December 31.

"**Interest Period**" means the period commencing on the later of (a) the Initial Issue Date of the Second Lien Notes and (b) the immediately preceding Interest Payment Date on which interest has been paid, and ending on the day immediately preceding the Interest Payment Date in respect of which interest is payable.

"**Net Cash Proceeds**" means, with respect to any sale or disposition by a Person of its property or assets, the amount of cash proceeds actually received by or on behalf of such Person after deducting therefrom: (i) the amount of any Indebtedness secured by any Permitted Lien on any property or asset which is required to be repaid in connection with such sale or disposition, (ii) reasonable fees, commissions, and expenses related thereto in connection with such sale or disposition, (iii) taxes paid or payable to any taxing authorities in connection with such sale or disposition, (iv) any cash proceeds received as a loss payee under any casualty insurance policy in respect of a covered loss thereunder, and (v) any actual and reasonable costs incurred by in connection with the adjustment or settlement of any claims under a casualty insurance policy in respect thereof, in each case to the extent, but only to the extent, that the amounts so deducted are actually paid or payable to a Person that is not an Affiliate of the Issuer or any Subsidiary.

"**Note Account**" means any account which is designated in writing to the Trustee as the Note Account from time to time.

"**Record Date**" means the close of business fifteen (15) Business Days preceding the relevant Interest Payment Date.

"**Restricted Amount**" has the meaning given to that term in Section 3.7(b).

"**Series A Second Lien Note Maturity Date**" has the meaning given to that term in Section 3.5.

3.2 Designation of the Series A Second Lien Notes

In accordance with this Indenture, the Issuer is authorized to issue a series of Notes designated as the "12% Series A Second Lien Notes due December 7, 2026".

3.3 Aggregate Principal Amount

The aggregate principal amount of Notes which may be issued under this Indenture is unlimited, *provided, however,* that the maximum principal amount of Series A Second Lien Notes issued hereunder on the Initial Issue Date shall be U.S.$50,156,000. The Issuer may, from time to time, without the consent of any existing Holders but subject to Section 7.5, create and issue Additional Series A Second Lien Notes hereunder having the same terms and conditions as the Series A Second Lien Notes, in all respects, except for the date of issuance, issue price and the first payment of interest thereon. Additional Series A Second Lien Notes so created and issued will be consolidated with and form a single series with the Series A Second Lien Notes.

3.4 Authentication

The Trustee shall initially authenticate one or more Global Notes for original issue on the Initial Issue Date in an aggregate principal amount of U.S.$31,142,000 or otherwise to permit transfers or exchanges in accordance with Section 5.6 upon receipt by the Trustee of a duly executed Authentication Order. After the Initial Issue Date, subject to Section 3.3, the Issuer may issue, from time to time, and the Trustee shall authenticate upon receipt of an Authentication Order, Additional Second Lien Notes for original issue. Except as provided in Section 7.5, there is no limit on the amount of Additional Second Lien Notes that may be issued hereunder. Each such Authentication Order shall specify the principal amount of Series A Second Lien Notes to be authenticated and the date on which such Series A Second Lien Notes are to be authenticated. The aggregate principal amount of Series A Second Lien Notes outstanding at any time may not exceed the aggregate principal amount specified in the Authentication Orders provided in respect of original issues of Series A Second Lien Notes except as provided in Section 2.10. For certainty, the Trustee shall not be obligated or liable to ensure that the Issuer is in compliance with the limitations in Section 7.5, and shall be entitled to rely on an Officers' Certificate from the Issuer certifying such compliance for any Additional Series A Second Lien Notes so issued.

3.5 Date of Issue and Maturity

The Series A Second Lien Notes issued hereunder on the Initial Issue Date will be dated December 7, 2022 and will become due and payable, together with all accrued and unpaid interest thereon, on December 7, 2026 (the "**Series A Second Lien Note Maturity Date**"). Regardless of their respective Issue Date, all Additional Series A Second Lien Notes will become due and payable, together with all accrued and unpaid interest thereon, on the Series A Second Lien Note Maturity Date.

3.6 Interest

(a) The Series A Second Lien Notes will bear interest on the unpaid principal amount thereof at a fixed rate of twelve percent (12%) per annum from their respective Issue Date to, but excluding, the Series A Second Lien Note Maturity Date, payable on each Interest Payment Date.

The first Interest Payment Date for the Series A Second Lien Notes issued hereunder on the Initial Issue Date will be December 31, 2022.

(b) Interest will be payable in respect of each Interest Period on each Interest Payment Date in accordance with Section 2.11 and Section 2.14. Interest on the Series A Second Lien Notes will accrue from their respective Issue Date or, if interest has already been paid, from and including the last Interest Payment Date therefor to which interest has been paid or made available for payment. Interest will be computed based on a 360-day year of twelve 30-day months and shall be payable quarterly on March 31, June 30, September 30 and December 31.

(c) Automatically upon the occurrence and during the continuance of an Event of Default, the interest rate accruing on the outstanding principal amount of the Series A Second Lien Notes shall be three percent (3%) more than the rate otherwise payable.

3.7 Prepayment; Redemption

(a) The Series A Second Lien Notes may not be prepaid or redeemed by the Issuer in whole or in part, except as follows:

(i) ~~In the event the Indebtedness and all other obligations evidenced by the Roxbury Loan Documents have been paid in full, the~~ The Issuer may partially or fully redeem the Series A Second Lien Notes prior to the second (2nd) anniversary of the upon payment to the Holders of one hundred and five percent (105%) of the outstanding principal amount of such Series A Second Lien Notes plus the Make-Whole Premium. On or after the second (2nd) anniversary of the Initial Issue Date but prior to the third (3rd) anniversary of the Initial Issue Date, the Issuer may partially or fully redeem the Series A Second Lien Notes upon payment to the Holders of one hundred and five percent (105%) of the outstanding principal amount of such Series A Second Lien Notes plus all accrued and unpaid interest as of the Redemption Date. Beginning on the third (3rd) anniversary of the Initial Issue Date the Issuer may partially or fully redeem the Series A Second Lien Notes at any time upon payment to the Holders of one hundred percent (100%) of the outstanding principal amount of such Series A Second Lien Notes plus all accrued and unpaid interest. In order to partially or fully redeem the Series A Second Lien Notes, the Issuer shall provide the Holders with at least three (3) days prior written notice (but is not otherwise required to follow the provisions of section 5.4 hereof with respect to notice of such redemption). In the event the Issuer elects to partially redeem the Second Lien Notes, the principal amount of the Series A Second Lien Notes to be redeemed shall be determined by converting the principal amount of all Series B Second Lien Notes from Canadian dollars to US dollars at the Canadian dollar to US dollar exchange rate provided by the Bank of Canada on the Business Day immediately preceding the proposed Redemption Date, and thereafter allocating to the Holders of the Series A Second Lien Notes their pro rata share of the total principal amount of all Second Lien Notes being redeemed based upon the aggregate principal amount all outstanding Series A Second Lien Notes represent as a percentage of the aggregate principal amount of all outstanding Second Lien Notes.

(ii) No later than the third (3rd) Business Day following the date of receipt by the Issuer or any other Grantor of Net Cash Proceeds in respect of any Disposition permitted by Section 7.6(x) and Section 7.6(xvii) the Issuer shall prepay the Holders of Second Lien Notes an

aggregate amount equal to fifty percent (50%) of such Net Cash Proceeds. For purposes of determining the amount of Net Cash Proceeds due to the Holders of Series A Second Lien Notes as opposed to the Series B Second Lien Notes pursuant to this Section 3.7(a)(ii), the Issuer shall, no later than the third (3rd) Business Day following the date of receipt by the Issuer or any other Grantor of Net Cash Proceeds in respect of any Disposition permitted by Section 7.6(x) and Section 7.6(xvii), convert the principal amount of all Series B Second Lien Notes from Canadian dollars to US dollars at the Canadian dollar to US dollar exchange rate provided by the Bank of Canada, and shall thereafter allocate to the Holders of the Series A Second Lien Notes and the Series B Second Lien Notes their respective pro rata share of the applicable Net Cash Proceeds based upon the aggregate principal amount all outstanding Series A Second Lien Notes or the aggregate principal amount all outstanding Series B Second Lien Notes represent as a percentage of the aggregate principal amount of all outstanding Second Lien Notes. Notwithstanding the foregoing, and provided that no Default or Event of Default shall have occurred and be continuing, the Issuer shall have the option, upon written notice to the Trustee prior to the expiration of the third (3rd) Business Day following the date of receipt by the Issuer or any other Grantor of Net Cash Proceeds in respect of any Disposition permitted by Section 7.6(x) and Section 7.6(xvii), to directly or through one or more Subsidiaries, to reinvest (or commit to reinvest) the fifty percent (50%) of the Net Cash Proceeds to be paid to the Holders of Second Lien Notes within one hundred eighty (180) days of receipt thereof in property or assets of the general type used or useful in the business of the Issuer and its Subsidiaries, provided further, that to the extent any such Net Cash Proceeds have not been so applied by the end of such one hundred eighty (180) day period, then, at such time, a prepayment shall be required in an amount equal to such Net Cash Proceeds that have not been so applied. All prepayments pursuant to this Section 3.7(a)(ii) shall be made at par plus accrued and unpaid interest as of the date of such repayment.

(b) If the Issuer determines in good faith that any offer to repurchase the Series A Second Lien Notes, including any offer made in accordance with Section 3.7(a) of the Indenture, (i) in the case of any such offer to repurchase attributable to the Issuer or any Subsidiary would violate or conflict with any Applicable Law (e.g., financial assistance, corporate benefit, thin capitalization, capital maintenance and similar legal principles, restrictions on upstreaming of cash intra group and the fiduciary and statutory duties of the directors of the relevant Subsidiaries), (ii) would require the Issuer or any Subsidiary to incur a material and adverse tax liability (including any withholding tax) if such amount were repatriated to the Issuer as a dividend, or (iii) in the case of any such offer to repurchase attributable to any joint venture, would violate any organizational document of such joint venture (or any relevant shareholders' or similar agreement), in each case, if the amount subject to the relevant offer to repurchase were upstreamed or transferred to the Issuer as a distribution or dividend (any amount limited as set forth in clauses (i) through (iii) of this paragraph, a "**Restricted Amount**"), the amount of the relevant offer to repurchase shall be reduced by the Restricted Amount; provided, that (A) in the case of any Restricted Amount arising under the circumstances described in clause (i) or (ii) above, the Issuer shall use commercially reasonable efforts to take all actions required by Applicable Law to permit the repatriation of the relevant amounts to the Issuer and (B) if the circumstance giving rise to any Restricted Amount ceases to exist within 365 days following the end of the event giving rise to the relevant offer to repurchase, the relevant Subsidiary shall promptly repatriate or distribute the amount that no longer constitutes a Restricted Amount to the

Issuer for application to such an offer to repurchase the Notes as required promptly following the date on which the relevant circumstance ceases to exist; it being understood and agreed that following the expiration of the 365-day period referenced above, the relevant Subsidiary may retain any Restricted Amount, and no such offer to repurchase shall be required in respect thereof.

(c) All optional redemptions, prepayments and payments and all other payments resulting from required offers to repurchase or redeem with regard to the Series A Second Lien Notes, including any offer made in accordance with Section 3.7(a) of the Indenture, shall be paid on a pro-rata basis in respect of each Holder of a Series A Second Lien Note based on the aggregate principal amount of the Series A Second Lien Notes plus accrued and unpaid interest thereon held by such Person as at the record date, divided by the aggregate principal amount of all Series A Second Lien Notes, plus accrued but unpaid interest thereon as at the record date.

(d) Each Holder of a Series A Second Lien Note shall have the right in its sole discretion to waive its rights to have the Issuer redeem or repurchase all or any portion of its Series A Second Lien Notes, except if such redemption or repurchase is part of a full or partial refinancing of the Series A Second Lien Notes.

(e) Unless otherwise specifically provided in this Section 3.7, the terms of Article 6 shall apply to the redemption of any Series A Second Lien Notes and in the event of any inconsistency, the terms of this Section 3.7 shall prevail.

(f) For the avoidance of doubt, the redemption provisions set forth in Section 3.7(a) shall be subject and subordinate to all First Lien Obligations and subject to the terms, conditions and provisions of the Intercreditor Agreement. In no event shall the Issuer be required to redeem any of the Series A Second Lien Notes if, and for so long as, such redemption would violate the terms of the Intercreditor Agreement or any First Lien Obligation, and such failure to redeem by the Issuer shall not be a Default or Event of Default by the Issuer under this Indenture.

3.8 Grant of Security Interest

The Obligations of the Issuer under the Series A Second Lien Notes and the related Offering Documents shall be secured by liens on all of the Collateral of the Issuer and certain Subsidiaries subordinate to the liens securing the First Lien Obligations and otherwise having such ranking and priority as is set forth in the Guaranty and Collateral Security Agreement.

3.9 Payment Seniority

The Indebtedness evidenced by the Series A Second Lien Notes shall be: (a) subordinated in right of payment to any existing or future First Lien Obligations; (b) pari passu in right of payment to any existing or future Second Lien Obligations; (c) senior to all other Indebtedness of the Company, including all unsecured Indebtedness of the Issuer; and (d) subject to the terms, conditions and provisions of the Intercreditor Agreement.

3.10 Form and Denomination of the Second Lien Notes

(a) The Series A Second Lien Notes will be issued in minimum denominations of U.S.$1,000 and in integral multiples of U.S.$1,000 in excess thereof.

(b) Subject to Section 5.2(b), the Series A Second Lien Notes will be issuable as Global Notes, substantially in the form set out in Appendix A hereto with such changes as may be reasonably required by the Depository and any other changes as may be approved or permitted by the Issuer, in each case which changes are not prejudicial to the Holders or Beneficial Holders of Series A Second Lien Notes, and with such approval in each case to be conclusively deemed to have been given by the officers of the Issuer executing the same in accordance with Article 2.

3.11 Currency of Payment

The principal of, and interest and premium (if any) on, the Series A Second Lien Notes will be payable in US dollars.

3.12 Appointment

(a) The Trustee will be the trustee for the Series A Second Lien Notes, subject to Article 12.

(b) The Issuer initially appoints CDS to act as Depository with respect to the Series A Second Lien Notes (other than with respect to Definitive Notes issued to Original U.S. Holders that are U.S. Accredited Investors).

(c) The Issuer initially appoints the Trustee at its corporate office in Vancouver, British Columbia to act as the Registrar, transfer agent, authentication agent and Paying Agent with respect to the Series A Second Lien Notes. The Issuer may change the Registrar, transfer agent, authentication agent or Paying Agent for the Series A Second Lien Notes at any time and from time to time without prior notice to the Holders of the Series A Second Lien Notes.

3.13 Inconsistency

In the case of any conflict or inconsistency between this Article 3 and any other provision of this Indenture, Article 3 shall, as to the Series A Second Lien Notes, govern and prevail.

3.14 Voting

The Holders of the Series B Second Lien Notes shall vote with the Holders of the Series A Second Lien Notes as a single class on all matters requiring a vote, consent or other action by the Holders of Second Lien Notes hereunder. Unless otherwise specified herein, the affirmative consent of the Notes Majority shall be required on all matters requiring a vote, consent or other action by the Holders of Second Lien Notes hereunder.

3.15 Reference to Principal, Premium, Interest, etc.

Whenever this Indenture refers to, in any context, the payment of principal, premium, if any, interest or any other amount payable under or with respect to any Series A Second Lien Note,

such reference shall include any indemnification payments as described hereunder with respect to the Series A Second Lien Notes, if applicable.

ARTICLE 4
TERMS OF THE SERIES B SECOND LIEN NOTES

4.1 Definitions

In this Article 3 and in the Series B Second Lien Notes, the following terms have the following meanings:

"**Additional Series B Second Lien Notes**" means any Series B Second Lien Notes issued under, and pursuant to the terms and conditions of, this Indenture after the Initial Issue Date.

"**Interest Payment Date**" means March 31, June 30, September 30, and December 31 of each year that the Series B Second Lien Notes are outstanding and (except in respect of any Additional Series B Second Lien Notes) commencing on December 31.

"**Interest Period**" means the period commencing on the later of (a) the Initial Issue Date of the Second Lien Notes and (b) the immediately preceding Interest Payment Date on which interest has been paid, and ending on the day immediately preceding the Interest Payment Date in respect of which interest is payable.

"**Net Cash Proceeds**" means, with respect to any sale or disposition by a Person of its property or assets, the amount of cash proceeds actually received by or on behalf of such Person after deducting therefrom: (i) the amount of any Indebtedness secured by any Permitted Lien on any property or asset which is required to be repaid in connection with such sale or disposition, (ii) reasonable fees, commissions, and expenses related thereto in connection with such sale or disposition, (iii) taxes paid or payable to any taxing authorities in connection with such sale or disposition, (iv) any cash proceeds received as a loss payee under any casualty insurance policy in respect of a covered loss thereunder, and (v) any actual and reasonable costs incurred by in connection with the adjustment or settlement of any claims under a casualty insurance policy in respect thereof, in each case to the extent, but only to the extent, that the amounts so deducted are actually paid or payable to a Person that is not an Affiliate of the Issuer or any Subsidiary.

"**Note Account**" means any account which is designated in writing to the Trustee as the Note Account from time to time.

"**Record Date**" means the close of business fifteen (15) Business Days preceding the relevant Interest Payment Date.

"**Restricted Amount**" has the meaning given to that term in Section 4.7(b).

"**Series B Second Lien Note Maturity Date**" has the meaning given to that term in Section 4.5.

4.2 Designation of the Series B Second Lien Notes

In accordance with this Indenture, the Issuer is authorized to issue a series of Notes designated as the "12% Series B Second Lien Notes due December 7, 2026".

4.3 Aggregate Principal Amount

The aggregate principal amount of Notes which may be issued under this Indenture is unlimited, *provided, however,* that the maximum principal amount of Series B Second Lien Notes issued hereunder on the Initial Issue Date shall be C$25,090,000. The Issuer may, from time to time, without the consent of any existing Holders but subject to Section 7.5, create and issue Additional Series B Second Lien Notes hereunder having the same terms and conditions as the Series B Second Lien Notes, in all respects, except for the date of issuance, issue price and the first payment of interest thereon. Additional Series B Second Lien Notes so created and issued will be consolidated with and form a single series with the Series B Second Lien Notes.

4.4 Authentication

The Trustee shall initially authenticate one or more Global Notes for original issue on the Initial Issue Date in an aggregate principal amount of C$25,090,000 or otherwise to permit transfers or exchanges in accordance with Section 5.6 upon receipt by the Trustee of a duly executed Authentication Order. After the Initial Issue Date, subject to Section 3.3, the Issuer may issue, from time to time, and the Trustee shall authenticate upon receipt of an Authentication Order, Additional Second Lien Notes for original issue. Except as provided in Section 7.5, there is no limit on the amount of Additional Second Lien Notes that may be issued hereunder. Each such Authentication Order shall specify the principal amount of Series B Second Lien Notes to be authenticated and the date on which such Series B Second Lien Notes are to be authenticated. The aggregate principal amount of Series B Second Lien Notes outstanding at any time may not exceed the aggregate principal amount specified in the Authentication Orders provided in respect of original issues of Series B Second Lien Notes except as provided in Section 2.10. For certainty, the Trustee shall not be obligated or liable to ensure that the Issuer is in compliance with the limitations in Section 7.5, and shall be entitled to rely on an Officers' Certificate from the Issuer certifying such compliance for any Additional Series B Second Lien Notes so issued.

4.5 Date of Issue and Maturity

The Series B Second Lien Notes issued hereunder on the Initial Issue Date will be dated December 7, 2022 and will become due and payable, together with all accrued and unpaid interest thereon, on December 7, 2026 (the "**Series B Second Lien Note Maturity Date**"). Regardless of their respective Issue Date, all Additional Series B Second Lien Notes will become due and payable, together with all accrued and unpaid interest thereon, on the Series B Second Lien Note Maturity Date.

4.6 Interest

(a) The Series B Second Lien Notes will bear interest on the unpaid principal amount thereof at a fixed rate of twelve percent (12%) per annum from their respective Issue Date to, but excluding, the Series B Second Lien Note Maturity Date, payable on each Interest Payment Date.

The first Interest Payment Date for the Series B Second Lien Notes issued hereunder on the Initial Issue Date will be December 31, 2022.

(b) Interest will be payable in respect of each Interest Period on each Interest Payment Date in accordance with Section 2.11 and Section 2.14. Interest on the Series B Second Lien Notes will accrue from their respective Issue Date or, if interest has already been paid, from and including the last Interest Payment Date therefor to which interest has been paid or made available for payment. Interest will be computed based on a 360-day year of twelve 30-day months and shall be payable quarterly on March 31, June 30, September 30 and December 31.

(c) Automatically upon the occurrence and during the continuance of an Event of Default, the interest rate accruing on the outstanding principal amount of the Series B Second Lien Notes shall be three percent (3%) more than the rate otherwise payable.

4.7 Prepayment; Redemption

(a) The Series B Second Lien Notes may not be prepaid or redeemed by the Issuer in whole or in part, except as follows:

(i) ~~In the event the Indebtedness and all other obligations evidenced by the Roxbury Loan Documents have been paid in full, the~~ The Issuer may partially or fully redeem the Series B Second Lien Notes prior to the second (2nd) anniversary of the upon payment to the Holders of one hundred and five percent (105%) of the outstanding principal amount of such Series B Second Lien Notes plus the Make-Whole Amount. On or after the second (2nd) anniversary of the Initial Issue Date but prior to the third (3rd) anniversary of the Initial Issue Date, the Issuer may partially or fully redeem the Series B Second Lien Notes upon payment to the Holders of one hundred and five percent (105%) of the outstanding principal amount of such Series B Second Lien Notes plus all accrued and unpaid interest as of the Redemption Date. Beginning on the third (3rd) anniversary of the Initial Issue Date the Issuer may partially or fully redeem the Series B Second Lien Notes at any time upon payment to the Holders of one hundred percent (100%) of the outstanding principal amount of such Series B Second Lien Notes plus all accrued and unpaid interest. In order to partially or fully redeem the Series B Second Lien Notes, the Issuer shall provide the Holders with at least three (3) days prior written notice (but is not otherwise required to follow the provisions of section 6.4 hereof with respect to notice of such redemption). In the event the Issuer elects to partially redeem the Second Lien Notes, the principal amount of the Series B Second Lien Notes to be redeemed shall be determined by converting the principal amount of all Series B Second Lien Notes from Canadian dollars to US dollars at the Canadian dollar to US dollar exchange rate provided by the Bank of Canada on the Business Day immediately preceding the proposed Redemption Date, and thereafter allocating to the Holders of the Series B Second Lien Notes their pro rata share of the total principal amount of all Second Lien Notes being redeemed based upon the aggregate principal amount all outstanding Series B Second Lien Notes represent as a percentage of the aggregate principal amount of all outstanding Second Lien Notes.

(ii) No later than the third (3rd) Business Day following the date of receipt by the Issuer or any other Grantor of Net Cash Proceeds in respect of any Disposition permitted by Section 7.6(x) and Section 7.6(xvii), the Issuer shall prepay the Holders of Second Lien Notes an

aggregate amount equal to fifty percent of such Net Cash Proceeds. For purposes of determining the amount of Net Cash Proceeds due to the Holders of Series A Second Lien Notes as opposed to the Series B Second Lien Notes pursuant to this Section 4.7(a)(ii), the Issuer shall, no later than the third (3rd) Business Day following the date of receipt by the Issuer or any other Grantor of Net Cash Proceeds in respect of any Disposition permitted by Section 7.6(x) and Section 7.6(xvii), convert the principal amount of all Series B Second Lien Notes from Canadian dollars to US dollars at the Canadian dollar to US dollar exchange rate provided by the Bank of Canada, and shall thereafter allocate to the Holders of the Series A Second Lien Notes and the Series B Second Lien Notes their respective pro rata share of the applicable Net Cash Proceeds based upon the aggregate principal amount all outstanding Series A Second Lien Notes or the aggregate principal amount all outstanding Series B Second Lien Notes represent as a percentage of the aggregate principal amount of all outstanding Second Lien Notes. Notwithstanding the foregoing, and provided that no Default or Event of Default shall have occurred and be continuing, the Issuer shall have the option, upon written notice to the Trustee prior to the expiration of the third (3rd) Business Day following the date of receipt by the Issuer or any other Grantor of Net Cash Proceeds in respect of any Disposition permitted by Section 7.6(x) and Section 7.6(xvii), to directly or through one or more Subsidiaries, to reinvest (or commit to reinvest) the fifty percent (50%) of the Net Cash Proceeds to be paid to the Holders of Second Lien Notes within one hundred eighty (180) days of receipt thereof in property or assets of the general type used or useful in the business of the Issuer and its Subsidiaries, provided further, that to the extent any such Net Cash Proceeds have not been so applied by the end of such one hundred eighty (180) day period, then, at such time, a prepayment shall be required in an amount equal to such Net Cash Proceeds that have not been so applied. All prepayments pursuant to this Section 4.7(a)(ii) shall be made at par plus accrued and unpaid interest as of the date of such repayment.

(b) If the Issuer determines in good faith that any offer to repurchase the Series B Second Lien Notes, including any offer made in accordance with Section 4.7(a) of the Indenture, (i) in the case of any such offer to repurchase attributable to the Issuer or any Subsidiary would violate or conflict with any Applicable Law (e.g., financial assistance, corporate benefit, thin capitalization, capital maintenance and similar legal principles, restrictions on upstreaming of cash intra group and the fiduciary and statutory duties of the directors of the relevant Subsidiaries), (ii) would require the Issuer or any Subsidiary to incur a material and adverse tax liability (including any withholding tax) if such amount were repatriated to the Issuer as a dividend, or (iii) in the case of any such offer to repurchase attributable to any joint venture, would violate any organizational document of such joint venture (or any relevant shareholders' or similar agreement), in each case, if the amount subject to the relevant offer to repurchase were upstreamed or transferred to the Issuer as a distribution or dividend (any amount limited as set forth in clauses (i) through (iii) of this paragraph, a "**Restricted Amount**"), the amount of the relevant offer to repurchase shall be reduced by the Restricted Amount; provided, that (A) in the case of any Restricted Amount arising under the circumstances described in clause (i) or (ii) above, the Issuer shall use commercially reasonable efforts to take all actions required by Applicable Law to permit the repatriation of the relevant amounts to the Issuer and (B) if the circumstance giving rise to any Restricted Amount ceases to exist within 365 days following the end of the event giving rise to the relevant offer to repurchase, the relevant Subsidiary shall promptly repatriate or distribute the amount that no longer constitutes a Restricted Amount to the

Issuer for application to such an offer to repurchase the Notes as required promptly following the date on which the relevant circumstance ceases to exist; it being understood and agreed that following the expiration of the 365-day period referenced above, the relevant Subsidiary may retain any Restricted Amount, and no such offer to repurchase shall be required in respect thereof.

(c) All optional redemptions, prepayments and payments and all other payments resulting from required offers to repurchase or redeem with regard to the Series B Second Lien Notes, including any offer made in accordance with Section 4.7(a) of the Indenture, shall be paid on a pro-rata basis in respect of each Holder of a Series B Second Lien Note based on the aggregate principal amount of the Series B Second Lien Notes plus accrued and unpaid interest thereon held by such Person as at the record date, divided by the aggregate principal amount of all Series B Second Lien Notes, plus accrued but unpaid interest thereon as at the record date.

(d) Each Holder of a Series B Second Lien Note shall have the right in its sole discretion to waive its rights to have the Issuer redeem or repurchase all or any portion of its Series B Second Lien Notes, except if such redemption or repurchase is part of a full or partial refinancing of the Series B Second Lien Notes.

(e) Unless otherwise specifically provided in this Section 3.7, the terms of Article 6 shall apply to the redemption of any Series B Second Lien Notes and in the event of any inconsistency, the terms of this Section 3.7 shall prevail.

(f) For the avoidance of doubt, the redemption provisions set forth in Section 4.7(a) shall be subject and subordinate to all First Lien Obligations and subject to the terms, conditions and provisions of the Intercreditor Agreement. In no event shall the Issuer be required to redeem any of the Series B Second Lien Notes if, and for so long as, such redemption would violate the terms of the Intercreditor Agreement or of any First Lien Obligation, and such failure to redeem by the Issuer shall not be a Default or Event of Default by the Issuer under this Indenture.

4.8 Grant of Security Interest

The Obligations of the Issuer under the Series B Second Lien Notes and the related Offering Documents shall be secured by liens on all of the Collateral of the Issuer and certain Subsidiaries subordinate to the liens securing the First Lien Obligations and otherwise having such ranking and priority as is set forth in the Guaranty and Collateral Security Agreement.

4.9 Payment Seniority

The Indebtedness evidenced by the Series B Second Lien Notes shall be: (a) subordinated in right of payment to any existing or future First Lien Obligations; (b) pari passu in right of payment to any existing or future Second Lien Obligations; (c) senior to all other Indebtedness of the Company, including all unsecured Indebtedness of the Issuer; and (d) subject to the terms, conditions and provisions of the Intercreditor Agreement.

4.10 Form and Denomination of the Second Lien Notes

(a) The Series B Second Lien Notes will be issued in minimum denominations of C$1,000 and in integral multiples of C$1,000 in excess thereof.

(b) Subject to Section 5.2(b), the Series B Second Lien Notes will be issuable as Global Notes, substantially in the form set out in Appendix A hereto with such changes as may be reasonably required by the Depository and any other changes as may be approved or permitted by the Issuer, in each case which changes are not prejudicial to the Holders or Beneficial Holders of Series B Second Lien Notes, and with such approval in each case to be conclusively deemed to have been given by the officers of the Issuer executing the same in accordance with Article 2.

4.11 Currency of Payment

The principal of, and interest and premium (if any) on, the Series B Second Lien Notes will be payable in Canadian dollars.

4.12 Appointment

(a) The Trustee will be the trustee for the Series B Second Lien Notes, subject to Article 12.

(b) The Issuer initially appoints CDS to act as Depository with respect to the Series B Second Lien Notes (other than with respect to Definitive Notes issued to Original U.S. Holders that are U.S. Accredited Investors).

(c) The Issuer initially appoints the Trustee at its corporate office in Vancouver, British Columbia to act as the Registrar, transfer agent, authentication agent and Paying Agent with respect to the Series B Second Lien Notes. The Issuer may change the Registrar, transfer agent, authentication agent or Paying Agent for the Series B Second Lien Notes at any time and from time to time without prior notice to the Holders of the Series B Second Lien Notes.

4.13 Inconsistency

In the case of any conflict or inconsistency between this Article 3 and any other provision of this Indenture, Article 3 shall, as to the Series B Second Lien Notes, govern and prevail.

4.14 Voting

The Holders of the Series B Second Lien Notes shall vote with the Holders of the Series A Second Lien Notes as a single class on all matters requiring a vote, consent or other action by the Holders of Second Lien Notes hereunder. Unless otherwise specified herein, the affirmative consent of the Notes Majority shall be required on all matters requiring a vote, consent or other action by the Holders of Second Lien Notes hereunder.

4.15 Reference to Principal, Premium, Interest, etc.

Whenever this Indenture refers to, in any context, the payment of principal, premium, if any, interest or any other amount payable under or with respect to any Series B Second Lien Note,

such reference shall include any indemnification payments as described hereunder with respect to the Series B Second Lien Notes, if applicable.

ARTICLE 5
REGISTRATION, TRANSFER, EXCHANGE AND OWNERSHIP

5.1 Register of Certificated Notes

(a) Subject to the terms of any Supplemental Indenture, with respect to each series of Notes issuable in whole or in part as registered Notes, the Issuer shall cause to be kept by and at the principal office of the Trustee in Vancouver, British Columbia or by such other Registrar as the Issuer, with the approval of the Trustee, may appoint at such other place or places, if any, as may be specified in the Notes of such series or as the Issuer may designate with the approval of the Trustee, a register in which shall be entered the names and addresses of the Holders and particulars of the Notes held by them respectively and of all transfers of Notes. Such registration shall be noted on the relevant Notes by the Trustee or other Registrar unless a new Note shall be issued upon such transfer.

(b) No transfer of a registered Note shall be valid unless made on such register referred to in Section 5.1 by the Holder or such Holder's executors, administrators or other legal representatives or an attorney duly appointed by an instrument in writing in form and executed in a manner satisfactory to the Trustee or other Registrar upon surrender of the Notes together with a duly executed form of transfer acceptable to the Trustee or other Registrar and upon compliance with such other reasonable requirements as the Trustee or other Registrar may prescribe, and unless the name of the transferee shall have been noted on the Note by the Trustee or other Registrar.

5.2 Global Notes

(a) With respect to Notes issuable as or represented by, in whole or in part, one or more Global Notes, the Issuer shall cause to be kept by and at the principal office of the Trustee in Vancouver, British Columbia or by such other Registrar as the Issuer, with the approval of the Trustee, may appoint at such other place or places, if any, as the Issuer may designate with the approval of the Trustee, a register in which shall be entered the name and address of the Holder of each such Global Note (being the Depository, or its nominee, for such Global Note) and particulars of the Global Note held by it, and of all transfers thereof. If any Notes are at any time not Global Notes, the provisions of Section 0 shall govern with respect to registrations and transfers of such Notes.

(b) Notwithstanding any other provision of this Indenture, a Global Note may not be transferred by the Holder thereof and, accordingly, subject to Section 5.6, no Definitive Notes of any series shall be issued to Beneficial Holders except in the following circumstances or as otherwise specified in any Supplemental Indenture, a resolution of the Trustee, a Board Resolution or an Officers' Certificate:

(i) Definitive Notes may be issued to Beneficial Holders at any time after:

(A) the Issuer has determined that CDS (1) is unwilling or unable to continue as Depository for Global Notes, or (2) ceases to be eligible to be a Depository, and, in each case the Issuer is unable to locate a qualified successor to its reasonable satisfaction;

(B) the Issuer has determined, in its sole discretion, or is required by law, to terminate the book-entry only registration system in respect of such Global Notes and has communicated such determination or requirement to the Trustee in writing, or the book-entry system ceases to exist;

(C) the Note is to be authenticated to or for the account or benefit of a U.S. Holder, in which case, the Definitive Note shall contain the U.S. Legend set forth in Section 2.3(h), if applicable; or

(D) the Trustee has determined that an Event of Default has occurred and is continuing with respect to Notes issued as Global Notes, provided that Beneficial Holders representing, in the aggregate, more than 50% of the aggregate outstanding principal amount of the Notes of the affected series advise the Depository in writing, through the Participants, that the continuation of the book-entry only registration system for the Notes of such series is no longer in their best interests; and

(ii) Global Notes may be transferred (A) if such transfer is required by Applicable Law, as determined by the Issuer and Counsel, or (B) by a Depository to a nominee of such Depository, or by a nominee of a Depository to such Depository, or to another nominee of such Depository, or by a Depository or its nominee to a successor Depository or its nominee.

(c) Upon the termination of the book-entry only registration system on the occurrence of one of the conditions specified in Section 5.2(b)(i) or upon the transfer of a Global Note to a Person other than a Depository or a nominee thereof in accordance with Section 5.2(b)(i)(A), the Trustee shall notify all Beneficial Holders, through the Depository, of the availability of Definitive Notes for such series. Upon surrender by the Depository of the Global Notes in respect of any series and receipt of new registration instructions from the Depository, the Trustee shall deliver the Definitive Notes of such series to the Beneficial Holders thereof in accordance with the new registration instructions and thereafter, the registration and transfer of such Notes will be governed by Section 0 and the remaining provisions of this Article 4.

(d) It is expressly acknowledged that a transfer of beneficial ownership in a Note of any series issuable in the form of or represented by a Global Note will be effected only (a) with respect to the interests of participants in the Depository ("**Participants**"), through records maintained by the Depository or its nominee for the Global Note, and (b) with respect to interests of Persons other than Participants, through records maintained by Participants. Beneficial Holders who are not Participants but who desire to purchase, sell or otherwise transfer ownership of or other interest in Notes represented by a Global Note may do so only through a Participant.

5.3 Transferee Entitled to Registration

The transferee of a Note shall be entitled, after the appropriate form of transfer is deposited with the Trustee or other Registrar and upon compliance with all other conditions for such transfer

required by this Indenture or by law, to be entered on the register as the owner of such Note free from all equities or rights of set-off or counterclaim between the Issuer and the transferor or any previous Holder of such Note, save in respect of equities of which the Issuer is required to take notice by law (including any statute or order of a court of competent jurisdiction).

5.4 No Notice of Trusts

None of the Issuer, the Trustee and any Registrar or Paying Agent will be bound to take notice of or see to the performance or observance of any duty owed to a third Person, whether under a trust, express, implied, resulting or constructive, in respect of any Note by the Holder or any Person whom the Issuer or the Trustee treats, as permitted or required by law, as the owner or the Holder of such Note, and may transfer the same on the direction of the Person so treated as the owner or Holder of the Note, whether named as trustee or otherwise, as though that Person were the Beneficial Holder thereof.

5.5 Registers Open for Inspection

The registers referred to in Sections 0 and 5.2 shall, subject to Applicable Law, at all reasonable times be open for inspection by the Issuer, the Trustee or any Holder. Every Registrar, including the Trustee, shall from time to time when requested so to do by the Issuer or by the Trustee, in writing, furnish the Issuer or the Trustee, as the case may be, with a list of names and addresses of Holders entered on the registers kept by them and showing the principal amount and serial numbers of the Notes held by each such Holder, provided the Trustee shall be entitled to charge a reasonable fee to provide such a list.

5.6 Transfers and Exchanges of Notes

(a) *Transfer and Exchange of Global Notes*. A Global Note may be transferred in whole and not in part only pursuant to Section 5.2(b)(ii). A beneficial interest in a Global Note may not be exchanged for a Definitive Note other than pursuant to Section 5.2(b)(i). A Global Note may not be exchanged for another Note other than as provided in this Section 5.6(a), however, beneficial interests in a Global Note may be transferred and exchanged as provided in Section 5.6(b) or 5.6(c), as applicable.

(b) *Transfer and Exchange of Beneficial Interests in the Global Notes.* The transfer and exchange of beneficial interests in the Global Notes shall be effected through the Depository, in accordance with the provisions of this Indenture, Applicable Laws and the Applicable Procedures. In connection with a transfer and exchange of beneficial interest in Global Notes, the transferor of such beneficial interest must deliver to the Registrar either (A) (1) a written order from a Participant or a Beneficial Holder, in each case, given to the Depository in accordance with the Applicable Procedures directing the Depository to credit or cause to be credited a beneficial interest in another Global Note in an amount equal to the beneficial interest to be transferred or exchanged, and (2) instructions given in accordance with the Applicable Procedures containing information regarding the Participant account to be credited with such increase, or (B) (1) a written order from a Participant or a Beneficial Holder, in each case, given to the Depository in accordance with the Applicable Procedures directing the Depository to cause to be issued a Definitive Note in an amount equal to the beneficial interest to be transferred, and

(2) instructions given by the Depository to the Registrar containing information regarding the Person in whose name such Definitive Note shall be registered to effect the transfer referred to in (B)(1) above. Upon satisfaction of all of the requirements for transfer of beneficial interests in Global Notes contained in this Indenture and the Notes, the Trustee shall adjust the principal amount of the relevant Global Note(s) pursuant to Section 5.6(e).

(c) *Transfer or Exchange of Beneficial Interests in the Global Notes for Definitive Notes*. A holder of a beneficial interest in a Global Note may exchange such beneficial interest for a Definitive Note or may transfer such beneficial interest to a Person who takes delivery thereof in the form of a Definitive Note only upon the occurrence of any of the preceding events in Section 5.6(b) and satisfaction of the conditions set forth in Section 5.6(b). Upon the occurrence of any such preceding event and receipt by the Registrar of all documentation required by the Issuer or Registrar, the Trustee shall cause the aggregate principal amount of the applicable Global Note to be reduced accordingly pursuant to Section 5.6(e), and the Issuer shall execute and the Trustee shall authenticate and deliver to the Person designated in the instructions a Definitive Note in the appropriate principal amount. Any Definitive Note issued in exchange for a beneficial interest pursuant to this Section 5.6(c) shall be registered in such name or names and in such authorized denomination or denominations as the holder of such beneficial interest shall instruct the Registrar through instructions from the Depository and the Participant or Beneficial Holder. The Trustee shall deliver such Definitive Notes to the Persons in whose names such Notes are so registered. The Holder thereof will execute all documents and related items necessary or required by the Issuer to effectuate the same.

(d) *Transfer and Exchange of Definitive Notes for Definitive Notes*. Upon request by a Holder of Definitive Notes and such Holder's compliance with the provisions of this Section 5.6(d) and Applicable Securities Legislation, the Registrar shall register the transfer or exchange of Definitive Notes. Prior to such registration of transfer or exchange, the requesting Holder shall present or surrender to the Registrar the Definitive Notes duly endorsed or accompanied by a written instruction of transfer in form satisfactory to the Registrar duly executed by such Holder or by its attorney, duly authorized in writing.

(e) *Cancellation and/or Adjustment of Global Notes.* At such time as all beneficial interests in a particular Global Note have been exchanged for Definitive Notes or a particular Global Note has been redeemed, repurchased or cancelled in whole and not in part, each such Global Note shall be returned to or retained and cancelled by the Trustee in accordance with Section 5.9 hereof. At any time prior to such cancellation, if any beneficial interest in a Global Note is exchanged for or transferred to a Person who will take delivery thereof in the form of a beneficial interest in another Global Note or for Definitive Notes, the principal amount of Notes represented by such Global Note shall be reduced accordingly and an endorsement shall be made on such Global Note by the Trustee or by the Depository at the direction of the Trustee to reflect such reduction; and if the beneficial interest is being exchanged for or transferred to a Person who will take delivery thereof in the form of a beneficial interest in another Global Note, such other Global Note shall be increased accordingly and an endorsement shall be made on such Global Note by the Trustee or by the Depository at the direction of the Trustee to reflect such increase.

(f) *U.S. Restrictions on Transfer and Exchange*. If a Definitive Note tendered for transfer bears the U.S. Legend set forth in Section 2.3(h), the Trustee shall not register such transfer unless the transferor has provided the Trustee with the Definitive Note and: (A) the transfer is made to the Issuer; (B) the transfer is made outside of the United States in a transaction meeting the requirements of Rule 904 of Regulation S, and is in compliance with applicable local laws and regulations, and the transferor delivers to the Trustee and the Issuer a declaration substantially in the form set forth in Appendix C to this Indenture, or in such other form as the Issuer may from time to time prescribe, together with such other evidence of the availability of an exemption or exclusion from registration under the U.S. Securities Act (which may, without limitation, include an opinion of counsel, of recognized standing reasonably satisfactory to the Issuer) as the Issuer may reasonably require; (C) the transfer is made pursuant to the exemption from the registration requirements of the U.S. Securities Act provided by (i) Rule 144A thereunder, if available, or (ii) Rule 144 thereunder, if available, and in each case in accordance with any applicable state securities or "blue sky" laws; (D) the transfer is in compliance with another exemption from registration under the U.S. Securities Act and applicable state securities laws; or (E) the transfer is made pursuant to an effective registration statement under the U.S. Securities Act and any applicable state securities laws; provided that, it has prior to any transfer pursuant to Sections 5.6(f)(C)(ii) or 5.6(f)(D) furnished to the Trustee and the Issuer an opinion of counsel, of recognized standing, or other evidence in form and substance reasonably satisfactory to the Issuer to such effect. In relation to a transfer under (C)(ii) or (D) above, unless the Issuer and the Trustee receive an opinion of counsel, of recognized standing, or other evidence reasonably satisfactory to the Issuer in form and substance, to the effect that the U.S. Legend set forth in subsection 2.3(h) is no longer required on the Definitive Note representing the transferred Notes, the Definitive Note received by the transferee will continue to bear the U.S. Legend set forth in Section 2.3(h). Notes exchanged for Definitive Notes that bear the U.S. Legend set forth in Section 2.3(h) shall bear the same U.S. Legend.

(g) *General Provisions Relating to Transfers and Exchanges.*

(i) To permit registrations of transfers and exchanges, the Issuer shall execute and the Trustee shall authenticate Global Notes and Definitive Notes upon the Issuer's Authentication Order in accordance with Section 2.4 or at the Registrar's request.

(ii) No service charge shall be made to a holder of a beneficial interest in a Global Note or to a Holder of a Definitive Note for any registration of transfer or exchange, but the Issuer may require payment of a sum sufficient to cover any transfer tax or similar governmental charge payable in connection therewith (other than any such transfer taxes or similar governmental charge payable upon exchange or transfer pursuant to Sections 2.9).

(iii) All Global Notes and Definitive Notes issued upon any registration of transfer or exchange of Global Notes or Definitive Notes shall be the valid obligations of the Issuer, evidencing the same debt, and entitled to the same benefits under this Indenture, as the Global Notes or Definitive Notes surrendered upon such registration of transfer or exchange.

(iv) Neither the Issuer nor the Trustee nor any Registrar shall be required to:

(A) issue, register the transfer of or exchange any Notes during a period beginning at the opening of business 15 days before the mailing of a Redemption Notice under Section 6.1 hereof and ending at the close of business on the day of selection, or

(B) register the transfer of or exchange any Note so selected for redemption in whole or in part, except the unredeemed portion of any Note being redeemed in part or unless upon due presentation thereof for redemption such Notes are not redeemed, or

(C) register the transfer of or exchange a Note between a Record Date and the next succeeding Interest Payment Date.

(v) Subject to any restriction provided in this Indenture, the Issuer with the approval of the Trustee may at any time close any register for the Notes of any series (other than those kept at the principal office of the Trustee in Vancouver, British Columbia) and transfer the registration of any Notes registered thereon to another register (which may be an existing register) and thereafter such Notes shall be deemed to be registered on such other register. Notice of such transfer shall be given to the Holders of such Notes.

(vi) Prior to due presentment for the registration of a transfer of any Note, the Trustee, any Registrar or Paying Agent and the Issuer may deem and treat the Person in whose name any Note is registered as the absolute owner of such Note for the purpose of receiving payment of principal of (and premium, if any) and interest on such Notes and for all other purposes, and none of the Trustee, any Registrar or Paying Agent or the Issuer shall be affected by notice to the contrary.

(vii) The Trustee shall authenticate Global Notes and Definitive Notes in accordance with the provisions of Section 2.4.

(viii) Upon surrender for registration of transfer of any Note at the office or agency of the Issuer, the Issuer shall execute, and the Trustee shall authenticate and deliver, in the name of the designated transferee or transferees, one or more replacement Notes of any authorized denomination or denominations of a like aggregate principal amount.

(ix) At the option of the Holder, Notes may be exchanged for other Notes of any authorized denomination or denominations of a like aggregate principal amount upon surrender of the Notes to be exchanged at such office or agency. Whenever any Global Notes or Definitive Notes are so surrendered for exchange, the Issuer shall execute, and the Trustee shall authenticate and deliver, the replacement Global Notes and Definitive Notes which the Holder making the exchange is entitled to in accordance with the provisions of Section 2.4 hereof.

(x) All certifications, certificates and Opinions of Counsel required to be submitted pursuant to this Section 5.6 to effect a registration of transfer or exchange may be submitted by facsimile.

5.7 Charges for Registration, Transfer and Exchange

For each Note exchanged, registered, transferred or discharged from registration, the Trustee or other Registrar, except as otherwise herein provided, may make a reasonable charge for its services and in addition may charge a reasonable sum for each new Note issued (such amounts to be agreed upon from time to time by the Trustee and the Issuer), and payment of such charges and reimbursement of the Trustee or other Registrar for any stamp taxes or governmental or other charges required to be paid shall be made by the party requesting such exchange, registration, transfer or discharge from registration as a condition precedent thereto. Notwithstanding the foregoing provisions, no charge shall be made to a Holder hereunder:

(a) for any exchange, registration, transfer or discharge from registration of a Note of any series applied for within a period of two months from the date of the first delivery thereof;

(b) for any exchange of any interim or temporary Note of any series or interim certificate that has been issued under Section 2.9 for a Definitive Note of any series;

(c) for any exchange of a Global Note of any series as contemplated in Section 5.2; or

(d) for any exchange of a Note of any series resulting from a partial redemption under Section 6.3.

5.8 Ownership of Notes

(a) The Holder for the time being of any Note shall be entitled to the principal, premium, if any, and/or interest evidenced by such Note, free from all equities or rights of set-off or counterclaim between the Issuer and the original or any intermediate Holder thereof (except in respect of equities of which the Issuer is required to take notice by law) and all Persons may act accordingly and the receipt of any such Holder for any such principal, premium, if any, or interest shall be a valid discharge to the Trustee, any Registrar and to the Issuer for the same and none shall be bound to inquire into the title of any such Holder.

(b) Where Notes are registered in more than one name, the principal, premium, if any, and interest from time to time payable in respect thereof may be paid to the order of all or any of such Holders, failing written instructions from them to the contrary, and the receipt of any one of such Holders therefor shall be a valid discharge, to the Trustee, any Registrar and to the Issuer.

(c) In the case of the death of one or more joint Holders, the principal, premium, if any, and interest from time to time payable thereon may be paid to the order of the survivor or survivors of such Holders and to the estate of the deceased and the receipt by such survivor or survivors and the estate of the deceased thereof shall be a valid discharge by the Trustee, any Registrar and the Issuer.

(d) Unless otherwise required by law, the Person in whose name any Note is registered shall for all purposes of this Indenture (except for references in this Indenture to a "Beneficial Holder") be and be deemed to be the owner thereof and payment of or on account of the principal of, premium, if any, and interest on such Note shall be made only to or upon the order in writing of such Holder.

(e) Notwithstanding any other provision of this Indenture, all payments in respect of Notes issuable in the form of or represented by a Global Note shall be made to the Depository or its nominee for subsequent payment by the Depository or its nominee to the Beneficial Holders.

5.9 Cancellation and Destruction

All matured Notes of any series shall forthwith after payment of all Obligations thereunder be delivered to the Trustee or to a Person appointed by it or by the Issuer with the approval of the Trustee and cancelled by the Trustee. All Notes of any series which are cancelled or required to be cancelled under this or any other provision of this Indenture shall be destroyed by the Trustee and, if required by the Issuer, the Trustee shall furnish to it a destruction certificate setting out the designating numbers of the Notes so destroyed.

ARTICLE 6
REDEMPTION AND PURCHASE OF NOTES

6.1 Redemption of Notes

Subject to the provisions of the Supplemental Indenture relating to the issue of a particular series of Notes or, in the case of the Series A Second Lien Notes, Article 3 or the Series B Second Lien Notes, Article 4, Notes of any series may be redeemed before the Stated Maturity thereof, in whole at any time or in part from time to time, at the option of the Issuer and in accordance with and subject to the provisions set out in this Indenture and any applicable Supplemental Indenture, including those relating to the payment of any required redemption price ("**Redemption Price**").

6.2 Places of Payment

The Redemption Price will be payable upon presentation and surrender of the Notes called for redemption at any of the places where the principal of such Notes is expressed to be payable and at any other places specified in the Redemption Notice.

6.3 Partial Redemption

(a) If less than all of the Notes of any series are to be redeemed at any time, the Trustee will select Notes of such series for redemption as follows:

(i) if the Notes are listed on any national securities exchange, including the Canadian Securities Exchange, in compliance with the requirements of the principal national securities exchange; or

(ii) if the Notes are not so listed, on a pro rata basis, by lot or by such method as the Trustee will deem fair and appropriate; or

(iii) if the Notes are included in global form, based on a method required by CDS or a method that most nearly approximates a pro rata selection, as the Trustee deems appropriate.

Subject to the foregoing and the Supplemental Indenture relating to any series of Notes (or, in the case of the Series A Second Lien Notes, Article 3 or the Series B Second Lien Notes, Article 4), Notes or portions of Notes the Trustee selects for redemption shall be in minimum amounts of (i) U.S.$1,000 or integral multiples of U.S.$1,000 for Notes denominated in US dollars and (ii) C$1,000 or integral multiples of C$1,000 for Notes denominated in Canadian dollars, as the case may be.

(b) If Notes of any series are to be redeemed in part only, the Redemption Notice that relates to such Notes will state the portion of the principal amount of such Notes that is to be redeemed. In the event that one or more of such Notes becomes subject to redemption in part only, upon surrender of any such Notes for payment of the Redemption Price, together with interest accrued to but excluding the applicable Redemption Date, the Issuer shall execute and the Trustee shall authenticate and deliver without charge to the Holder thereof or upon the Holder's order one or more new Notes of such series for the unredeemed part of the principal amount of the Notes so surrendered or, with respect to Global Notes, the Trustee shall make notations on the Global Notes of the principal amount thereof so redeemed. Unless the context otherwise requires, the terms "Note" or "Notes" as used in this Article 6 shall be deemed to mean or include any part of the principal amount of any Note which in accordance with the foregoing provisions has become subject to redemption.

6.4 Notice of Redemption

Unless otherwise provided in a Supplemental Indenture or, in the case of the Series Second Lien Notes, Article 3 or the Series B Second Lien Notes, Article 4, a notice of redemption (the "**Redemption Notice**") of any series of Notes shall be given to the Holders of the Notes so to be redeemed not less than 3 days prior to the date fixed for redemption (the "**Redemption Date**") in the manner provided in Section 15.2. Every such Redemption Notice shall specify the aggregate principal amount of Notes called for redemption, the Redemption Date, the Redemption Price and the places of payment and shall state that interest upon the principal amount of Notes called for redemption shall cease to be payable from and after the Redemption Date. Redemption Notices may, at the Issuer's discretion, be subject to one or more conditions precedent, as described under Section 6.5. In addition, unless all the outstanding Notes of a series are to be redeemed, the Redemption Notice shall specify:

(a) the distinguishing letters and numbers of the Notes which are to be redeemed (as are registered in the name of such Holder);

(b) if such Notes are selected by terminal digit or other similar system, such particulars as may be sufficient to identify the Notes so selected;

(c) in the case of Global Notes, that the redemption will take place in such manner as may be agreed upon by the Depository, the Trustee and the Issuer; and

(d) in all cases, the principal amounts of such Notes or, if any such Note is to be redeemed in part only, the principal amount of such part.

Notwithstanding Section 15.2, in the event that all Notes of a series to be redeemed are Global Notes, publication of the Redemption Notice shall not be required.

If Notes of any series are to be redeemed in part only, the Redemption Notice that relates to such Notes will state the portion of the principal amount of such Notes that is to be redeemed. In the event that one or more of such Notes becomes subject to redemption in part only, upon surrender of any such Notes for payment of the Redemption Price, together with interest accrued to but excluding the applicable Redemption Date, the Issuer shall execute and the Trustee shall authenticate and deliver without charge to the Holder thereof or upon the Holder's order one or more new Notes of such series for the unredeemed part of the principal amount of the Notes so surrendered or, with respect to Global Notes, the Trustee shall make notations on the Global Notes of the principal amount thereof so redeemed. Unless the context otherwise requires, the terms "Note" or "Notes" as used in this Article 6 shall be deemed to mean or include any part of the principal amount of any Note which in accordance with the foregoing provisions has become subject to redemption.

6.5 Qualified Redemption Notice

In connection with any optional redemption of Notes, any such redemption may, at the Issuer's discretion, be subject to one or more conditions precedent. In addition, if such redemption notice is subject to satisfaction of one or more conditions precedent, such notice shall state that, in the Issuer's sole discretion, the Redemption Date may be delayed until such time as any or all such conditions shall be satisfied (or waived by the Issuer in its sole discretion), or such redemption may not occur and such notice may be rescinded in the event that any or all such conditions shall not have been satisfied by the Redemption Date, or by the redemption date so delayed, and that such redemption provisions may be adjusted to comply with any depositary requirements.

6.6 Notes Due on Redemption Dates

Upon a Redemption Notice having been given as provided in Section 6.4, all the Notes so called for redemption or the principal amount to be redeemed of the Notes called for redemption, as the case may be, shall thereupon be and become due and payable at the Redemption Price, together with accrued interest to but excluding the Redemption Date, on the Redemption Date specified in such notice, in the same manner and with the same effect as if it were the Stated Maturity specified in such Notes, anything therein or herein to the contrary notwithstanding. If any Redemption Date is on or after a Record Date and on or before the related Interest Payment Date, the accrued and unpaid interest, if any, will be paid to the Person in whose name the Note is registered at the close of business on such Record Date, and no additional interest will be payable to Holders whose Notes shall be subject to redemption by the Issuer. From and after such Redemption Date, if the monies necessary to redeem such Notes shall have been deposited as provided in Section 6.7 and affidavits or other proof satisfactory to the Trustee as to the publication and/or mailing of such Redemption Notices shall have been lodged with it, interest upon the Notes shall cease to accrue. If any question shall arise as to whether any notice has been given as above provided and such deposit made, such question shall be decided by the Trustee whose decision shall be final and binding upon all parties in interest.

6.7 Deposit of Redemption Monies

(a) Except as may otherwise be provided in any Supplemental Indenture or, in the case of the Series A Second Lien Notes, Article 3 or the Series B Second Lien Notes, Article 4, upon Notes being called for redemption, the Issuer shall deposit with the Trustee, for onward payment to the Depository, on or before 11:00 a.m. (Toronto time) on the Business Day prior to the Redemption Date specified in the Redemption Notice, such sums of money as may be sufficient to pay the Redemption Price of the Notes so called for redemption, plus accrued and unpaid interest thereon up to but excluding the Redemption Date, less any Taxes required by law to be deducted or withheld therefrom. The Issuer shall also deposit with the Trustee a sum of money sufficient to pay any charges or expenses which may be incurred by the Trustee in connection with such redemption. Every such deposit shall be irrevocable. From the sums so deposited, the Trustee shall pay or cause to be paid, to the Depository on behalf of the Holders of such Notes so called for redemption, upon surrender of such Notes, the principal, premium (if any) and interest (if any) to which they are respectively entitled on redemption.

(b) Payment of funds to the Trustee upon redemption of Notes shall be made by electronic transfer or certified cheque or pursuant to such other arrangements for the provision of funds as may be agreed between the Issuer and the Trustee in order to effect such payment hereunder. Notwithstanding the foregoing, (i) all payments in excess of U.S.$25,000,000 (or such other amount as determined from time to time by the Canadian Payments Association) shall be made by the use of the LVTS; and (ii) in the event that payment must be made to the Depository, the Issuer shall remit payment to the Trustee by LVTS. The Trustee shall have no obligation to disburse funds pursuant to this Section 6.7 unless it has received written confirmation satisfactory to it that the funds have been deposited with it in sufficient amount to pay in full all amounts due and payable on the applicable Redemption Date. The Trustee shall, if it accepts any funds received by it in the form of uncertified cheques, be entitled to delay the time for release of such funds until such uncertified cheques shall be determined to have cleared the financial institution upon which the same are drawn.

6.8 Failure to Surrender Notes Called for Redemption

In case the Holder of any Note of any series so called for redemption shall fail on or before the Redemption Date so to surrender such Holder's Note, or shall not within such time specified on the Redemption Notice accept payment of the redemption monies payable, or give such receipt therefor, if any, as the Trustee may require, such redemption monies may be set aside in trust, without interest, either in the deposit department of the Trustee or in a chartered bank, and such setting aside shall for all purposes be deemed a payment to the Holder of the sum so set aside and, to that extent, such Note shall thereafter not be considered as outstanding hereunder and the Holder thereof shall have no other right except to receive payment of the Redemption Price of such Note, plus any accrued but unpaid interest thereon to but excluding the Redemption Date, less any Taxes required by law to be deducted or withheld, out of the monies so paid and deposited, upon surrender and delivery up of such Holder's relevant Note. In the event that any money required to be deposited hereunder with the Trustee or any Paying Agent on account of principal, premium, if any, or interest, if any, on Notes issued hereunder shall remain so deposited for a period of six years from the Redemption Date, then such monies, together with any accumulated interest thereon, shall at the end of such period be paid over or delivered over by the Trustee or such Paying Agent to the Issuer on its demand, and thereupon the Trustee shall

not be responsible to Holders of such Notes for any amounts owing to them and subject to Applicable Law, thereafter the Holders of such Notes in respect of which such money was so repaid to the Issuer shall have no rights in respect thereof except to obtain payment of the money due from the Issuer, subject to any limitation period provided by the laws of British Columbia.

6.9 Cancellation of Notes Redeemed

Subject to the provisions of Sections 6.4 and 6.10 as to Notes redeemed or purchased in part, all Notes redeemed and paid under this Article 6 shall forthwith be delivered to the Trustee and cancelled and no Notes shall be issued in substitution for those redeemed.

6.10 Purchase of Notes for Cancellation

(a) Subject to the provisions of any Supplemental Indenture relating to a particular series of Notes or, in the case of the Series A Second Lien Notes, Article 3 or the Series B Second Lien Notes, Article 4, the Issuer may, at any time and from time to time, purchase Notes of any series in the market (which shall include purchases from or through an investment dealer or a firm holding membership on a recognized stock exchange) or by tender or by contract, at any price; provided such acquisition does not otherwise violate the terms of this Indenture. All Notes so purchased may, at the option of the Issuer, be delivered to the Trustee and cancelled and no Notes shall be issued in substitution therefor.

(b) If, upon an invitation for tenders, more Notes of the relevant series are tendered at the same lowest price than the Issuer is prepared to accept, the Notes to be purchased by the Issuer shall be selected by the Trustee on a pro rata basis or in such other manner as the Issuer directs in writing and as consented to by the exchange, if any, on which Notes of such series are then listed which the Trustee considers appropriate, from the Notes of such series tendered by each tendering Holder thereof who tendered at such lowest price. For this purpose the Trustee may make, and from time to time amend, regulations with respect to the manner in which Notes of any series may be so selected, and regulations so made shall be valid and binding upon all Holders thereof, notwithstanding the fact that as a result thereof one or more of such Notes become subject to purchase in part only. The Holder of a Note of any series of which a part only is purchased, upon surrender of such Note for payment, shall be entitled to receive, without expense to such Holder, one or more new Notes of such series for the unpurchased part so surrendered, and the Trustee shall authenticate and deliver such new Note or Notes upon receipt of the Note so surrendered or, with respect to a Global Note, the Depository shall make book-entry notations with respect to the principal amount thereof so purchased.

ARTICLE 7
COVENANTS OF THE ISSUER

As long as any Notes remain outstanding, the Issuer hereby covenants and agrees with the Trustee for the benefit of the Trustee and the Holders as follows (unless and for so long as the Issuer and/or one or more of its Subsidiaries are the only Holders (or Beneficial Holders) of the outstanding Notes, in which case the following provisions of this Article 7 shall not apply):

7.1 Payment of Principal and Interest

The Issuer shall punctually, according to the terms hereof and subject to the terms, conditions and provisions of the Intercreditor Agreement, pay or cause to be paid all amounts due under this Indenture.

7.2 Provision of Reports and Financial Statements

The Issuer will maintain, and will cause each of its Subsidiaries to maintain, a system of accounting established and administered in accordance with sound business practices to permit preparation of financial statements in conformity with GAAP. The Issuer will deliver to each Holder upon written request: (a) as soon as available and in any event within sixty (60) days after the end of the first (1st), second (2nd) and third (3rd) fiscal quarters of the Issuer, the unaudited consolidated and consolidating balance sheet of the Issuer and each of its Subsidiaries as at the end of such fiscal quarter; and (b) as soon as available and in any event within one hundred twenty (120) days after the end of each fiscal year, the consolidated balance sheet of the Issuer and its Subsidiaries, as at the end of such fiscal year, audited by certified public accountants selected by the Issuer. Notwithstanding the foregoing, the Issuer shall be deemed to have complied with the requirements of this Section 7.2 in all respects in the event any of the foregoing financial statements are filed publicly by the Issuer on SEDAR or EDGAR within the time periods set forth in this Section 7.2.

7.3 Compliance with Laws and Contractual Obligations

The Issuer will comply with, and cause each of its Subsidiaries to comply in all material respects with, (a)(i) the requirements of all Applicable Laws (including, without limitation, all laws, rules, regulations and orders relating to taxes, employer and employee contributions, securities, ERISA, environmental protection matters and employee health and safety) as now in effect and which may be imposed in the future in all jurisdictions in which such Person is now doing business or may hereafter be doing business, and (ii) the obligations, covenants and conditions contained in all of the material contracts to which such Person is a party, and (b) maintain or obtain and cause each of its Subsidiaries to maintain or obtain, all material licenses, qualifications and permits now held or hereafter required to be held by such Person.

7.4 Restricted Payments

The Issuer will not, and will not cause or permit any of its Subsidiaries to, make any cash dividend or distributions in respect of the equity securities of the Issuer or any of its Subsidiaries, except that (i) a Subsidiary of the Issuer may declare and pay dividends on its outstanding equity interests to the Issuer or to another Subsidiary; (ii) a Subsidiary that is a Grantor on the Initial Issuance Date may declare and pay any cash dividends or distribution it is obligated to pay pursuant to any contractual obligation of such Subsidiary existing prior to the Initial Issue Date; (iii) the Issuer or a Subsidiary may declare and pay any cash dividends on any class of preferred equity securities it issues ~~(including without limitation any preferred equity securities the Issuer may issue in accordance with the Roxbury Loan Documents)~~; and (iv) a Subsidiary that is acquired pursuant to an Acquisition and subsequently becomes a Grantor after the Initial Issuance Date may declare and pay any cash dividends or distribution it is obligated to pay pursuant to any contractual obligation of such Subsidiary existing prior to the consummation of the applicable Acquisition.

7.5 Incurrence of Indebtedness

The Issuer will not and will not permit any of its Subsidiaries directly or indirectly to create, incur, assume, or otherwise become or remain directly or indirectly liable with respect to any Indebtedness except Permitted Indebtedness; provided that, the Issuer may require the entering into, and the Trustee and the Collateral Agent shall each upon such requirement enter into, ~~an~~ the Intercreditor Agreement in respect of such Permitted Indebtedness.

7.6 Sale of Assets

The Issuer will not and will not permit any of its Subsidiaries to sell, assign, license, lease, convey, exchange, transfer or otherwise dispose of its property or assets (each, a "**Disposition**") to other Person, except:

(i) Dispositions of inventory and other property in the ordinary course of business;

(ii) Dispositions of obsolete or worn-out property or assets;

(iii) Disposition of the Issuer's and its Subsidiaries' common or preferred equity securities, options, warrants and other derivative securities: (a) in public or private offering, (b) in connection with the acquisition of a business, the sale or disposition of a Subsidiary or a similar transaction; (c) as compensation to any employee, contractor or other Person; (d) as required or permitted by any contract to which the Issuer or any Subsidiary is a party prior to the Initial Issue Date ~~(including without limitation any preferred Stock the Issuer may grant pursuant to the Roxbury Loan Documents)~~, or (e) in order to qualify a Person for the board of directors or governing body of the Issuer or a Subsidiary as required pursuant to Applicable Law;

(iv) Disposition of Excluded Property, including dispositions of real property;

(v) Dispositions or property or assets in connection with the incurrence, refinancing or repayment of Permitted Indebtedness;

(vi) Dispositions of property or assets required or permitted pursuant to the terms of any indenture, agreement, instrument or other document governing First Lien Obligations, including without limitation dispositions of property required or permitted pursuant to the ~~Roxbury~~ Argent Loan Documents or any intercreditor or similar agreement between groups of holders of the Issuer's or its Subsidiaries' Indebtedness;

(vii) Dispositions of assets in connection with any acquisition of a business (whether by acquisition of equity securities, all or substantially all of the assets, or otherwise), regardless of the structure of the transaction, and including without limitation any sales or other divestitures in connection with such acquisition;

(viii) Dispositions pursuant to any contractual obligation of the Issuer or a Subsidiary existing on the Initial Issuance Date;

(ix) Dispositions in connection with any involuntary condemnation, seizure or taking, by exercise of the power of eminent domain or otherwise, or confiscation or requisition of use of property;

(x) Dispositions in connection with any involuntary loss, damage or destruction of property, with the Net Cash Proceeds subject to Section 3.7(a)(ii) and Section 4.7(a)(ii);

(xi) The licensing, on a non-exclusive basis, of Intellectual Property in the ordinary course of business, or the lapse or abandonment of registered patents, trademarks, copyrights and other Intellectual Property of the Issuer or any Subsidiary;

(xii) Dispositions of accounts receivable or any delinquent receivables arising in the ordinary course of business;

(xiii) Dispositions between the Issuer and a Subsidiary, or between two Subsidiaries;

(xiv) Terminations of leases, subleases, licenses, sub-licenses and agreements (including management agreement and other similar agreements) in the ordinary course of business;

(xv) The surrender or waiver of contractual rights or the settlement release or surrender of contract or tort claims in the ordinary course of business;

(xvi) The trade-in-kind or exchange of any asset for any other asset or assets of equivalent value (as determined by the Issuer in good faith);

(xvii) Any other Dispositions of property or assets, with all such property and assets disposed of pursuant to this Section 7.6(xvii) not to exceed a value of U.S.$10,000,000 in any fiscal year (as determined by the Issuer in good faith in its reasonable judgement), with the Net Cash Proceeds subject to Section 3.7(a)(ii) and Section 4.7(a)(ii); and

(xviii) Dispositions required pursuant to Applicable Law (including without limitation pursuant to the written instruction of a Governmental Authority) or which the Issuer has determined in good faith and upon the opinion of counsel are or may be required pursuant to Applicable Law or to avoid a potential material adverse effect on the Issuer or any of its Subsidiaries.

7.7 Maintenance of Properties

The Issuer will maintain and cause its Subsidiaries to maintain in good repair, working order and condition, all material properties used in its businesses and will make or cause to be made all appropriate repairs, renewals and replacements thereof.

7.8 Organizational Existence

The Issuer will, and will cause each of its Subsidiaries (other than Excluded Subsidiaries) to: (a) at all times preserve and keep in full force and effect its organizational existence and all rights and franchises material to such Person's business and leases, privileges, franchises, qualifications and rights that are necessary in the ordinary conduct of its business, and (b) maintain complete and accurate books and records in all material respects regarding such Person's business, operations, meetings of directors and equity holders and all corporate, limited liability company or partnership matters and all corporate, limited liability company or partnership matters.

ARTICLE 8
DEFAULT AND ENFORCEMENT

8.1 Events of Default

Unless otherwise provided in a Supplemental Indenture relating to a particular series of Notes, an "**Event of Default**" means any one of the following events:

(a) Default in the due and punctual payment of the principal of, or any other amount owing in respect of (including interest), a Note when and as the same shall become due and payable; provided that the Issuer shall be provided with a twenty (20) Business Day cure period for nonpayment of interest, fees or amounts other than principal on the Note, after there has been given to the Issuer by the Trustee a written notice specifying such Default and requiring it to be remedied;

(b) Default in the performance or observance of any covenant or agreement of the Issuer in this Indenture (other than a payment Default as specified in Section 8.1(a)), and the continuance of such Default for a period of thirty (30) days after there has been given to the Issuer by the Trustee a written notice specifying such Default and requiring it to be remedied, provided that, if the Issuer uses commercially reasonable efforts to cure such Default within such thirty (30) day period but cannot cure said Default during such thirty (30) day period, the Issuer shall have such time as is necessary to cure such default provided the Issuer maintains commercially reasonable efforts to cure such Default beyond the initial thirty (30) day cure period;

(c) any representation or warranty made by the Issuer herein is materially incorrect in any respect on the date such representation or warranty was made;

(d) an event of default by the Issuer under any contract or agreement to which the Issuer is a party and pursuant to which the Issuer has remaining outstanding Indebtedness above U.S.$10,000,000 (which, for the avoidance of doubt, shall exclude any agreement or contract creating intercompany Indebtedness); provided that any Issuer event of default under any such agreement that is related to the Issuer's reasonable opinion that the counterparty to such agreement has materially breached its obligations thereunder shall not be considered an Event of Default hereunder;

(e) the entry of a decree or order by a court having jurisdiction adjudging the Issuer as bankrupt or insolvent; or approving as properly filed a petition seeking reorganization, arrangement, adjustment or composition of or in respect of the Issuer under the United States

Federal Bankruptcy Code or any other applicable federal or state law, or appointing a receiver, liquidator, assignee, trustee or sequestrator (or other similar official) of the Issuer or of any substantial part of its property, or ordering the winding-up or liquidation of its affairs, and the continuance of any such decree or order unstayed and in effect for a period of 60 calendar days;

(f) the institution by the Issuer of proceedings to be adjudicated as bankrupt or insolvent, or the consent by it to the institution of bankruptcy or insolvency proceedings against it, or the filing by it of a petition or answer or consent seeking reorganization or relief under the United States Federal Bankruptcy Code or any other applicable federal or state law, or the consent by it to the filing of any such petition or to the appointment of a receiver, liquidator, assignee, trustee or sequestrator (or other similar official) of the Issuer or of any substantial part of its property, or the making by it of an assignment for the benefit of creditors;

(g) the Issuer proposes in writing or makes a general assignment or an arrangement or composition with or for the benefit of its creditors or any group or class thereof or files a petition for suspension of payments or other relief of debtors or a moratorium or statutory management is agreed or declared in respect of or affecting all or any material part of the Indebtedness of the Issuer; or

(h) it becomes unlawful for the Issuer to perform or comply with any of its material obligations under this Indenture or the Notes.

For the purposes of this Article 8, where the Event of Default refers to an Event of Default with respect to a particular series of Notes as described in this Section 8.1, then this Article 8 shall apply *mutatis mutandis* to the Notes of such series and references in this Article 8 to the "Notes" shall be deemed to be references to Notes of such particular series, as applicable.

8.2 Declaration of Event of Default; Exercise of Remedies

(a) In order to declare an Event of Default under the Notes, the Notes Majority must, or the Trustee at the request of such Notes Majority must, provide a properly executed written notice to the Issuer (a "**Default Notice**"), which shall specify: (i) that an Event of Default is being declared; (ii) the particular Event of Default hereunder being declared; and (iii) the actions of the Issuer underlying the Event of Default. If an Event of Default has been declared pursuant to a properly delivered Default Notice, then and in every such case the Notes Majority or the Trustee on behalf of the Notes Majority may by delivery of a writing: (a) declare the Notes to be due and payable immediately, and upon any such declaration, the Issuer shall pay to the holders of all Notes the outstanding balance of principal and accrued interest under each applicable holders' Notes, and (b) direct the Trustee and the Collateral Agent to act on behalf of the holders of all Notes in exercising and enforcing all rights and remedies available to all of such holders of Notes pursuant to the terms of this Indenture and the Guaranty and Collateral Security Agreement.

(b) No course of dealing between the Issuer and any Holder or the Trustee or any delay in exercising any rights hereunder shall operate as a waiver by any Holder or the Trustee. No failure or delay by a Holder or Trustee in exercising any right, power or privilege under this Indenture or a Note shall operate as a waiver thereof nor shall any single or partial exercise

thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by Applicable Law.

8.3 Trustee May File Proofs of Claim

(a) In case of any pending receivership, insolvency, liquidation, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceeding relative to the Issuer and its debts or any other obligor upon the Notes (including the Guarantors, if any), and their debts or the property of the Issuer or of such other obligor or their creditors, the Trustee (irrespective of whether the principal of the Notes shall then be due and payable as therein expressed or by declaration or otherwise and irrespective of whether the Trustee shall have made any demand on the Issuer for the payment of overdue principal (and premium, if any) or interest) shall be entitled and empowered, by intervention in such proceeding or otherwise:

(i) to file and prove a claim for the whole amount of principal (and premium, if any) and interest owing and unpaid in respect of the Notes and to file such other papers or documents as may be necessary or advisable in order to have the claims of the Trustee (including any claim for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel) and of the Holders allowed in such judicial proceeding; and

(ii) to collect and receive any moneys or other securities or property payable or deliverable upon the conversion or exchange of such securities or upon any such claims and to distribute the same,

and any custodian, receiver, assignee, trustee, liquidator, sequestrator or similar official in any such judicial proceeding is hereby authorized by each Holder to make such payments to the Trustee and, in the event that the Trustee shall consent to the making of such payments directly to the Holders, to pay the Trustee any amount due it for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, and any other amounts due the Trustee hereunder.

(b) Nothing herein contained shall be deemed to authorize the Trustee to authorize or consent to or accept or adopt on behalf of any Holder any plan of reorganization, arrangement, adjustment or composition affecting the Notes or the rights of any Holder thereof, or to authorize the Trustee to vote in respect of the claim of any Holder in any such proceeding.

8.4 Trustee May Enforce Claims Without Possession of Notes

All rights of action and claims under this Indenture or the Notes may be prosecuted and enforced by the Trustee without the possession of any of the Notes or the production thereof in any proceeding relating thereto, and any such proceeding instituted by the Trustee shall be brought in its own name as trustee of an express trust, and any recovery of judgment on behalf of the Holders shall, after provision for the payment of the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, be for the rateable benefit of the Holders of the Notes in respect of which such judgment has been recovered.

8.5 Application of Monies by Trustee

(a) Except as herein otherwise expressly provided, any money collected by the Trustee of behalf of the Holders pursuant to this Article 8 shall be applied in the following order, at the date or dates fixed by the Trustee and, in case of the distribution of such money on account of principal (or premium, if any) or interest, upon presentation of the Notes and the notation thereon of the payment if only partially paid and upon surrender thereof if fully paid:

(i) first, in payment or in reimbursement to the Trustee of its reasonable compensation, costs, charges, expenses, borrowings, advances or other monies furnished or provided by or at the instance of the Trustee in or about the execution of its trusts under, or otherwise in relation to, this Indenture, with interest thereon as herein provided;

(ii) second, but subject as hereinafter in this Section 8.5 provided, in payment, rateably and proportionately to the Holders, of the principal of and premium (if any) and accrued and unpaid interest and interest on amounts in default on the Notes which shall then be outstanding in the priority of principal first and then premium and then accrued and unpaid interest and interest on amounts in default unless otherwise directed by a resolution of Holders constituting more than 50% of the outstanding principal amount of the Notes and in that case in such order or priority as between principal, premium (if any) and interest as may be directed by such resolution; and

(iii) third, in payment of the surplus, if any, of such monies to the Issuer or its assigns and/or the Guarantors, as the case may be;

provided, however, that no payment shall be made pursuant to Section 8.5(a)(ii) above in respect of the principal, premium or interest on any Notes held, directly or indirectly, by or for the benefit of the Issuer or any Subsidiary of the Issuer (other than any Notes pledged for value and in good faith to a Person other than the Issuer or any Subsidiary of the Issuer but only to the extent of such Person's interest therein), except subject to the prior payment in full of the principal, premium (if any) and interest (if any) on all Notes which are not so held.

(b) The Trustee shall not be bound to apply or make any partial or interim payment of any monies coming into its hands if the amount so received by it, after reserving therefrom such amount as the Trustee may think necessary to provide for the payments mentioned in Section 8.5(a), is insufficient to make a distribution of at least 2% of the aggregate principal amount of the outstanding Notes of each applicable series, but it may retain the money so received by it and invest or deposit the same in trust as provided in Section 12.9 until the money or the investments representing the same, with the income derived therefrom, together with any other monies for the time being under its control shall be sufficient for the said purpose or until it shall consider it advisable to apply the same in the manner hereinbefore set forth. The foregoing shall, however, not apply to a final payment or distribution hereunder.

8.6 No Suits by Holders

Except to enforce payment of the principal of, and premium (if any) or interest on any Note held or beneficially owned by the Holder (after giving effect to any applicable grace period specified

therefor in Section 8.1), no Holder shall have any right to institute any action, suit or proceeding at law or in equity with respect to this Indenture or for the appointment of a liquidator, trustee or receiver or for a receiving order under any applicable bankruptcy laws or to have the Issuer or any Guarantor wound up or to file or prove a claim in any liquidation or bankruptcy proceeding or for any other remedy hereunder, unless:

(a) There is a continuing Event of Default in accordance with the terms of this Indenture;

(b) the Holders or Holders of at least a majority in aggregate principal amount of outstanding Notes make a written request to the Trustee to pursue the remedy;

(c) the Holder or Holders offer the Trustee indemnity and funding satisfactory to the Trustee against any costs, liability or expense;

(d) the Trustee does not comply with the request within sixty (60) days after receipt of the request and the offer of indemnity and funding; and

(e) during such sixty (60) day period, the Holders of a majority in aggregate principal amount of the outstanding Notes do not give the Trustee a direction that is inconsistent with the request.

it being understood and intended that no one or more Holders shall have any right in any manner whatever by virtue of, or by availing of, any provision of this Indenture to affect, disturb or prejudice the rights of any other Holders, or to obtain or to seek to obtain priority or preference over any other Holders or to enforce any right under this Indenture, except in the manner herein provided and for the equal and rateable benefit of all the Holders.

8.7 Unconditional Right of Holders to Receive Principal, Premium and Interest

Notwithstanding any other provision in this Indenture, a Holder shall have the right, which is absolute and unconditional, to receive payment, as provided herein of the principal of (and premium, if any) and interest on the Notes held by such Holder on the applicable Maturity date and to institute suit for the enforcement of any such payment, and such rights shall not be impaired without the consent of such Holder.

8.8 Restoration of Rights and Remedies

If the Trustee or any Holder has instituted any proceeding to enforce any right or remedy under this Indenture and such proceeding has been discontinued or abandoned for any reason, or has been determined adversely to the Trustee or to such Holder, then and in every such case, subject to any determination in such proceeding, the Issuer, the Guarantors (if any), the Trustee and the Holders shall be restored severally and respectively to their former positions hereunder and thereafter all rights and remedies of the Trustee and the Holders shall continue as though no such proceeding had been instituted.

8.9 Control by Holders

Subject to Section 12.3, the Notes Majority shall have the right to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred on the Trustee, provided that:

(a) such direction shall not be in conflict with any Applicable Law or with this Indenture;

(b) the Trustee may take any other action deemed proper by the Trustee which is not inconsistent with such direction;

(c) nothing herein shall require the Trustee to take any action under this Indenture or any direction from Holders which might in its reasonable judgment involve any expense or any financial or other liability unless the Trustee shall be furnished with indemnification acceptable to it, acting reasonably, including the advance of funds sufficient in the judgment of the Trustee to satisfy such liability, costs and expenses; and

(d) the Trustee shall have the right to not take any action which might involve it in personal liability or be unjustly prejudicial to the Holders not consenting. For certainty, no Holder shall have any right of action whatsoever against the Trustee as a result of the Trustee acting or refraining from acting under the terms of this Indenture in accordance with the instructions from the Holders.

8.10 Notice of Default and Event of Default

If the Trustee provides the Issuer with written notice of a Default or an Event of Default or receives written notice of a Default or an Event of Default, the Trustee shall, within thirty (30) days after it issues or receives written notice of the occurrence of such Default or Event of Default, give notice of such Default or Event of Default to all the Holders in the manner provided in Section 15.2. In cases where the Trustee provides the Issuer with, or receives, written notice of a Default, the Trustee shall inquire as to whether the Notes Majority desires to waive an Event of Default should such Default not be cured in accordance with the terms of this Indenture or the applicable Notes.

8.11 Waiver of Stay or Extension Laws

The Issuer covenants (to the extent that it may lawfully do so) that it will not at any time insist upon, or plead, or in any manner whatsoever claim or take the benefit or advantage of, any stay or extension law wherever enacted, now or at any time hereafter in force, which may affect the covenants or the performance of this Indenture; and the Issuer (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 hinder, delay or impede the execution of any power herein granted to the Trustee, but will suffer and permit the execution of every such power as though no such law had been enacted.

8.12 Undertaking for Costs

All parties to this Indenture agree, and each Holder of any Note by such Holder's acceptance thereof shall be deemed to have agreed, that any court may in its discretion require, in any suit

for the enforcement of any right or remedy under this Indenture, or in any suit against the Trustee for any action taken, suffered or omitted by it as Trustee, the filing by any party litigant in such suit of an undertaking to pay the costs of such suit, and that such court may in its discretion assess reasonable costs, including reasonable attorney's fees, against any party litigant in such suit, having due regard to the merits and good faith of the claims or defenses made by such party litigant.

8.13 Judgment Against the Issuer

The Issuer covenants and agrees with the Trustee that, in case of any judicial or other proceedings to enforce the rights of the Holders, judgment may be rendered against it in favour of the Holders or in favour of the Trustee, as trustee for the Holders, for any amount which may remain due in respect of the Notes of any series and premium (if any) and the interest thereon and any other monies owing hereunder.

8.14 Immunity of Officers and Others

The Holders, the Beneficial Holders and the Trustee hereby waive and release any right, cause of action or remedy now or hereafter existing in any jurisdiction against any past, present or future officer, director, employee, consultant, contractor, incorporator, member, manager, partner or holder of Stock of the Issuer or of any Guarantor or affiliate or of any successor for the payment of the principal of or premium or interest on any of the Notes or on any covenant, agreement, representation or warranty by the Issuer or any Guarantor contained herein or in the Notes or Security Documents. Each Holder and Beneficial Holder, by accepting its interest in Notes, waives and releases all such claims against, and liability of, such Persons. The waiver and release provided for in this Section 8.14 are part of the consideration for issuance of the Notes.

8.15 Notice of Payment by Trustee

Not less than 15 days' notice shall be given in the manner provided in Section 15.2 by the Trustee to the Holders of Notes of any series of any payment to be made under this Article 8. Such notice shall state the time when and place where such payment is to be made and also the liability under this Indenture to which it is to be applied. After the day so fixed, unless payment shall have been duly demanded and have been refused, the Holders of Notes of the affected series will be entitled to interest only on the balance (if any) of the principal monies, premium (if any) and interest due (if any) to them, respectively, on the relevant Notes, after deduction of the respective amounts payable in respect thereof on the day so fixed.

8.16 Trustee May Demand Production of Notes

The Trustee shall have the right to demand production of the Notes of any series in respect of which any payment of principal, interest or premium (if any) required by this Article 8 is made and may cause to be endorsed on the same a memorandum of the amount so paid and the date of payment, but the Trustee may, in its discretion, dispense with such production and endorsement, upon such indemnity being given to it and to the Issuer as the Trustee shall deem sufficient.

8.17 Statement by Officers

(a) The Issuer shall deliver to the Trustee, within 120 days after the end of each of its fiscal years, a brief certificate from the principal executive officer, principal financial officer or principal accounting officer as to his or her knowledge of compliance by the Issuer and its Subsidiaries with all conditions and covenants in this Indenture. For purposes of this Section 8.17(a), such compliance shall be determined without regard to any period of grace or requirement of notice under this Indenture.

(b) Upon becoming aware of any Default or Event of Default, the Issuer shall promptly deliver to the Trustee by registered or certified mail or email or by facsimile transmission an Officers' Certificate, specifying such event, notice or other action giving rise to such Default or Event of Default and the action that the Issuer or Subsidiary, as applicable, is taking or proposes to take with respect thereto.

ARTICLE 9
DISCHARGE

9.1 Satisfaction and Discharge

This Indenture will be discharged and will cease to be of further effect as to all Notes issued hereunder (except as to any surviving rights of registration of transfer or exchange of Notes expressly provided for herein), when:

(a) all Notes that have been authenticated, except lost, stolen or destroyed Notes that have been replaced or paid and Notes for whose payment money has been deposited in trust and thereafter repaid to the Issuer, have been delivered to the Trustee for cancellation;

(b) no Default or Event of Default has occurred and is continuing on the date of the deposit (other than a Default or Event of Default resulting from the borrowing of funds to be applied to such deposit);

(c) such deposit will not result in a breach or violation of, or constitute a default under, any material agreement or instrument (other than this Indenture) to which the Issuer or any Guarantor is a party or by which the Issuer or any Guarantor is bound;

(d) the Issuer or any Guarantor has paid or caused to be paid all sums payable by the Issuer under this Indenture; and

(e) the Issuer has delivered irrevocable written instructions to the Trustee under this Indenture to apply the deposited money toward the payment of the Notes at maturity or the Redemption Date, as the case may be.

9.2 Release of Liens

The Guaranty and Collateral Security Agreement sets forth the terms of conditions of the release of Collateral from the liens created thereby, including the release with the consent of the Notes Majority, release upon payment in full of the Second Lien Notes and release upon the disposition of Collateral by the Issuer or its Subsidiaries in accordance with the terms of the Guaranty and Collateral Security Agreement.

ARTICLE 10
MEETINGS OF HOLDERS

10.1 Purpose, Effect and Convention of Meetings

(a) Wherever in this Indenture a consent, waiver, notice, authorization or resolution of the Holders (or any of them) is required, a meeting may be convened in accordance with this Article 10 to consider and resolve whether such consent, waiver, notice authorization or resolution should be approved by such Holders. A consent, waiver, notice, authorization or resolution passed by the affirmative votes of the Notes Majority on a poll at a meeting of Holders duly convened for the purpose and held in accordance with the provisions of this Indenture shall constitute conclusively such consent, waiver, notice, authorization or resolution.

(b) At any time and from time to time, the Trustee on behalf of the Issuer may and, on receipt of an Issuer Order or a written request of the Notes Majority and upon being indemnified and funded for the costs thereof to the reasonable satisfaction of the Trustee by the Issuer or the Holders signing such written request of the Notes Majority, will, convene a meeting of all Holders.

(c) If the Trustee fails to convene a meeting after being duly requested as aforesaid (and indemnified and funded as aforesaid), the Issuer or such Notes Majority may themselves convene such meeting and the notice calling such meeting may be signed by such Person as the Issuer or the Notes Majority designate, as applicable. Every such meeting will be held in Vancouver, British Columbia or such other place as the Trustee may in any case determine or approve.

10.2 Notice of Meetings

(a) Not more than 60 days' nor less than at least 21 days' notice of any meeting of the Holders of Notes of any series or of all series then outstanding, as the case may be, shall be given to the Holders of Notes of such series or of all series of Notes then outstanding, as applicable, in the manner provided in Section 15.2 and a copy of such notice shall be sent by post to the Trustee, unless the meeting has been called by it, and to the Issuer, unless such meeting has been called by it. Such notice shall state the time when and the place where the meeting is to be held and shall state briefly the general nature of the business to be transacted thereat and it shall not be necessary for any such notice to set out the terms of any resolution to be proposed or any of the provisions of this Article 10. The accidental omission to give notice of a meeting to any Holder shall not invalidate any resolution passed at any such meeting. A Holder may waive notice of a meeting either before or after the meeting.

(b) If the business to be transacted at any meeting, or any action to be taken or power exercised by instrument in writing under Section 10.12, especially affects the rights of Holders of Notes of one or more series in a manner or to an extent differing in any material way from that in or to which the rights of Holders of Notes of any other series are affected (determined as provided in Sections 10.2(c) and 10.2(d)), then:

(i) a reference to such fact, indicating each series of Notes in the opinion of the Trustee (or the Person calling the meeting) so especially affected (hereinafter referred to as the "especially affected series") shall be made in the notice of such meeting, and in any such case the meeting shall be and be deemed to be and is herein referred to as a "Serial Meeting"; and

(ii) the Holders of Notes of an especially affected series shall not be bound by any action taken at a Serial Meeting or by instrument in writing under Section 10.12 unless in addition to compliance with the other provisions of this Article 10:

(A) at such Serial Meeting: (I) there are Holders present in person or by proxy and representing more than 50% of the principal amount of the Notes then outstanding of such series; and (II) the resolution is passed by such proportion of Holders of the principal amount of the Notes of such series then outstanding voted on the resolution as is required by Sections 13.1; or

(B) in the case of action taken or power exercised by instrument in writing under Section 10.12, such instrument is signed in one or more counterparts by such proportion of Holders of the principal amount of the Notes of such series then outstanding as is required by Sections 13.1.

(c) Subject to Section 10.2(d), the determination as to whether any business to be transacted at a meeting of Holders, or any action to be taken or power to be exercised by instrument in writing under Section 10.12, especially affects the rights of the Holders of one or more series in a manner or to an extent differing in any material way from that in or to which it affects the rights of Holders of any other series (and is therefore an especially affected series) shall be determined by an Opinion of Counsel, which shall be binding on all Holders, the Trustee and the Issuer for all purposes hereof.

(d) A proposal:

(i) to extend the Maturity of Notes of any particular series or to reduce the principal amount thereof, the rate of interest or premium thereon;

(ii) to modify or terminate any covenant or agreement which by its terms is effective only so long as Notes of a particular series are outstanding; or

(iii) to reduce with respect to Holders of any particular series any percentage stated in this Section 10.2 or Sections 10.4 and 10.12;

shall be deemed to especially affect the rights of the Holders of such series in a manner differing in a material way from that in which it affects the rights of holders of Notes of any other series, whether or not a similar extension, reduction, modification or termination is proposed with respect to Notes of any or all other series.

10.3 Chair

Some individual, who need not be a Holder, nominated in writing by the Trustee shall be chair of the meeting and if no individual is so nominated, or if the individual so nominated is not present

within 15 minutes from the time fixed for the holding of the meeting, a majority of the Holders present in person or by proxy shall choose some individual present to be chair.

10.4 Quorum

Subject to this Indenture, at any meeting of the Holders of Notes of any series or of all series then outstanding, as the case may be, a quorum shall consist of Holders present in person or by proxy and representing more than 50% of the principal amount of the outstanding Notes of the relevant series or all series then outstanding, as the case may be, and, if the meeting is a Serial Meeting, more than 50% of the principal amount of the Notes then outstanding of each especially affected series. If a quorum of the Holders is not present within 30 minutes from the time fixed for holding any meeting, the meeting, if convened by the Holders or pursuant to a written request of the Notes Majority, shall be dissolved, but in any other case the meeting may be adjourned to the same day in the next week (unless such day is not a Business Day in which case it shall be adjourned to the next following Business Day thereafter) at the same time and place and no notice shall be required to be given in respect of such adjourned meeting. Any business may be brought before or dealt with at an adjourned meeting which might have been brought before or dealt with at the original meeting in accordance with the notice calling the same. No business shall be transacted at any meeting unless the required quorum be present at the commencement of business.

10.5 Power to Adjourn

The chair of any meeting at which the requisite quorum of the Holders is present may, with the consent of the Holders of a majority in principal amount of the Notes represented thereat, adjourn any such meeting and no notice of such adjournment need be given except such notice, if any, as the meeting may prescribe.

10.6 Voting

On a poll each Holder present in person or represented by a duly appointed proxy shall be entitled to one vote in respect of each U.S.$1.00 principal amount of the Notes of the relevant series of Notes of which it is the Holder. A proxyholder need not be a Holder. In the case of joint registered Holders of a Note, any one of them present in person or by proxy at the meeting may vote in the absence of the other or others; but in case more than one of them be present in person or by proxy, they shall vote together in respect of the Notes of which they are joint Holders. In the case of Series B Second Lien Notes or any other Notes that are denominated in Canadian dollars, the aggregate principal amount of all such Notes shall be converted into US dollars at the at the Canadian dollar to US dollar exchange rate provided by the Bank of Canada on the record date of any vote to determine how many votes each Holder or duly appointed proxy shall be entitled to.

10.7 Poll

A poll will be taken on every resolution submitted for approval at a meeting of Holders, in such manner as the chair directs, and the results of such polls shall be binding on all Holders of the

relevant series. Except as otherwise provided, every resolution will be decided by a majority of the votes cast on the poll for that resolution.

10.8 Proxies

A Holder may be present and vote at any meeting of Holders by an authorized representative. The Issuer (in case it convenes the meeting) or the Trustee (in any other case) for the purpose of enabling the Holders to be present and vote at any meeting without producing their Notes, and of enabling them to be present and vote at any such meeting by proxy and of depositing instruments appointing such proxies at some place other than the place where the meeting is to be held, may from time to time make and vary such regulations as it shall think fit providing for and governing any or all of the following matters:

(a) the form of the instrument appointing a proxy, which shall be in writing, and the manner in which the same shall be executed and the production of the authority of any individual signing on behalf of a Holder;

(b) the deposit of instruments appointing proxies at such place as the Trustee, the Issuer or the Holder convening the meeting, as the case may be, may, in the notice convening the meeting, direct and the time, if any, before the holding of the meeting or any adjournment thereof by which the same must be deposited; and

(c) the deposit of instruments appointing proxies at some approved place or places other than the place at which the meeting is to be held and enabling particulars of such instruments appointing proxies to be mailed, faxed, cabled, telegraphed or sent by other electronic means before the meeting to the Issuer or to the Trustee at the place where the same is to be held and for the voting of proxies so deposited as though the instruments themselves were produced at the meeting.

Any regulations so made shall be binding and effective and the votes given in accordance therewith shall be valid and shall be counted. Save as such regulations may provide, the only Persons who shall be recognized at any meeting as the Holders of any Notes, or as entitled to vote or be present at the meeting in respect thereof, shall be Holders and Persons whom Holders have by instrument in writing duly appointed as their proxies.

10.9 Persons Entitled to Attend Meetings

The Issuer and the Trustee, by their respective directors, officers and employees and the respective legal advisors of the Issuer, the Trustee or any Holder may attend any meeting of the Holders, but shall have no vote as such.

10.10 Powers Cumulative

Any one or more of the powers in this Indenture stated to be exercisable by the Holders by resolution or otherwise may be exercised from time to time and the exercise of any one or more of such powers from time to time shall not be deemed to exhaust the rights of the Holders to exercise the same or any other such power or powers thereafter from time to time. No powers

exercisable by resolution will derogate in any way from the rights of the Issuer pursuant to this Indenture.

10.11 Minutes

Minutes of all resolutions and proceedings at every meeting as aforesaid shall be made and duly entered in books to be from time to time provided for that purpose by the Trustee at the expense of the Issuer, and any such minutes as aforesaid, if signed by the chair of the meeting at which such resolutions were passed or proceedings had, or by the chair of the next succeeding meeting of the Holders, shall be prima facie evidence of the matters therein stated and, until the contrary is proved, every such meeting, in respect of the proceedings of which minutes shall have been made, shall be deemed to have been duly held and convened, and all resolutions passed thereat or proceedings taken thereat to have been duly passed and taken.

10.12 Instruments in Writing

Any consent, waiver, notice, authorization or resolution of the Holders which may be given by resolution at a meeting of the Holders pursuant to this Article 10 may also be given by the Holders of more than 50% of the principal amount of the outstanding Notes of such series by a signed instrument in one or more counterparts, and the expression "resolution" when used in this Indenture will include instruments so signed. Notice of any resolution passed in accordance with this Section 10.12 will be given by the Trustee to the affected Holders within 30 days of the date on which such resolution was passed.

10.13 Binding Effect of Resolutions

Every resolution passed in accordance with the provisions of this Article 10 at a meeting of Holders of a particular series of Notes or of all series then outstanding, as the case may be, shall be binding upon all the Holders of Notes or of the particular series, as the case may be, whether present at or absent from such meeting, and every instrument in writing signed by Holders in accordance with Section 10.12 shall be binding upon all the Holders, whether signatories thereto or not, and each and every Holder and the Trustee (subject to the provisions for its indemnity herein contained) shall, subject to Applicable Law, be bound to give effect accordingly to every such resolution and instrument in writing. Notwithstanding anything in this Indenture (but subject to the provisions of any indenture, deed or instrument supplemental or ancillary hereto), any covenant or other provision in this Indenture or in any Supplemental Indenture which is expressed to be or is determined by the Trustee (relying on the advice of Counsel) to be effective only with respect to Notes of a particular series, may be modified by the required resolution or consent of the Holders of Notes of such series in the same manner as if the Notes of such series were the only Notes outstanding under this Indenture.

10.14 Evidence of Rights of Holders

(a) Any request, direction, notice, consent or other instrument which this Indenture may require or permit to be signed or executed by the Holders may be in any number of concurrent instruments of similar tenor signed or executed by such Holders. Proof of the execution of any such request, direction, notice, consent or other instrument or of a writing

appointing any such attorney will be sufficient for any purpose of this Indenture if the fact and date of the execution by any Person of such request, direction, notice, consent or other instrument or writing may be proved by the certificate of any notary public, or other officer authorized to take acknowledgements of deeds to be recorded at the place where such certificate is made, that the Person signing such request, direction, notice, consent or other instrument or writing acknowledged to such notary public or other officer the execution thereof, or by an affidavit of a witness of such execution or in any other manner which the Trustee may consider adequate.

(b) Notwithstanding Section 10.14(a), the Trustee may, in its discretion, require proof of execution in cases where it deems proof desirable and may accept such proof as it shall consider proper.

ARTICLE 11
SUCCESSORS TO THE ISSUER AND SUBSIDIARIES

11.1 Merger, Consolidation, Amalgamation or Sale of Assets

(a) The Issuer will not, directly or indirectly:

(i) consolidate, amalgamate or merge with or into another Person (regardless of whether the Issuer is the surviving Person); or

(ii) sell, assign, lease, transfer, convey or otherwise dispose of all or substantially all of the properties and assets of the Issuer and its Subsidiaries taken as a whole, in one or more related transactions, to another Person,

Unless both before and immediately after giving effect to any such transaction no Event of Default shall have occurred and be continuing.

(b) Upon the consummation of any transaction specified in Section 11.1(a): (i) any continuing successor Person formed by the consolidation or amalgamation or into which the Issuer is merged or to which the sale, assignment, transfer, conveyance or other disposition is made, will succeed to and be substituted for the Issuer, and may exercise every right and power of the Issuer under this Indenture with the same effect as if the successor had been named as the Issuer therein, and (ii) the Issuer will be released and discharged from liability under this Indenture and the Trustee will execute any documents which it may be advised are necessary or advisable for effecting or evidencing such release and discharge.

(c) This Section 11.1 will not apply to:

(i) a merger of the Issuer with a Subsidiary or Affiliate solely for the purpose of reincorporating or continuing the Issuer in another jurisdiction; or

(ii) any consolidation, amalgamation or merger, or any sale, assignment, transfer, conveyance, lease or other disposition of assets between or among the Issuer and its Subsidiaries.

ARTICLE 12
CONCERNING THE TRUSTEE

12.1 No Conflict of Interest

The Trustee represents to the Issuer that at the date of execution and delivery by it of this Indenture there exists no material conflict of interest in the role of the Trustee as a fiduciary hereunder but if, notwithstanding the provisions of this Section 12.1, such a material conflict of interest exists, or hereafter arises, the validity and enforceability of this Indenture and the Notes of any series shall not be affected in any manner whatsoever by reason only that such material conflict of interest exists or arises.

12.2 Replacement of Trustee

(a) The Trustee may resign its trust and be discharged from all further duties and liabilities hereunder by giving to the Issuer 90 days' notice in writing or such shorter notice as the Issuer may accept as sufficient. If at any time a material conflict of interest exists in the Trustee's role as a fiduciary hereunder the Trustee shall, within 90 days after ascertaining that such a material conflict of interest exists, either eliminate such material conflict of interest with the Issuer, the affiliates and Subsidiaries of the Issuer, or any affiliates of the Issuer or the affiliates and Subsidiaries of the Issuer, or resign in the manner and with the effect specified in this Section 12.2. The validity and enforceability of this Indenture and of the Notes issued hereunder shall not be affected in any manner whatsoever by reason only that such a material conflict of interest exists. In the event of the Trustee resigning or being removed or being dissolved, becoming bankrupt, going into liquidation or otherwise becoming incapable of acting hereunder, the Issuer shall forthwith appoint a new Trustee unless a new Trustee has already been appointed by the Holders in accordance with the provisions hereof. Failing such appointment by the Issuer, the retiring Trustee or any Holder may apply to a judge of the British Columbia Supreme Court, on such notice as such Judge may direct at the Issuer's expense, for the appointment of a new Trustee but any new Trustee so appointed by the Issuer or by the Court shall be subject to removal as aforesaid by the Holders and the appointment of such new Trustee shall be effective only upon such new Trustee becoming bound by this Indenture. Any new Trustee appointed under any provision of this Section 12.2 shall be a corporation authorized to carry on the business of a trust company in one or more of the Provinces of Canada. On any new appointment the new Trustee shall be vested with the same powers, rights, duties and responsibilities as if it had been originally named herein as Trustee.

(b) Any entity into which the Trustee may be merged or, with or to which it may be consolidated, amalgamated or sold, or any entity resulting from any merger, consolidation, sale or amalgamation to which the Trustee shall be a party, shall be the successor Trustee under this Indenture without the execution of any instrument or any further act. Nevertheless, upon the written request of the successor Trustee or of the Issuer, the Trustee ceasing to act shall execute and deliver an instrument assigning and transferring to such successor Trustee, upon the trusts herein expressed, all the rights, powers and trusts of the retiring Trustee so ceasing to act, and shall duly assign, transfer and deliver all property and money held by such Trustee to the successor Trustee so appointed in its place. Should any deed, conveyance or instrument in writing from the Issuer or any Guarantor be required by any new Trustee for more fully and

certainly vesting in and confirming to it such estates, properties, rights, powers and trusts, then any and all such deeds, conveyances and instruments in writing shall on request of said new Trustee, be made, executed, acknowledged and delivered by the Issuer or such Guarantor, as applicable.

12.3 Rights and Duties of Trustee

(a) In the exercise of the rights, duties and obligations prescribed or conferred by the terms of this Indenture, the Notes and the Security Documents, the Trustee shall act honestly and in good faith and exercise that degree of care, diligence and skill that a reasonably prudent Trustee would exercise in comparable circumstances. Subject to the foregoing, the Trustee will be liable for its own wilful misconduct or gross negligence. The Trustee will not be liable for any act or default on the part of any agent employed by it or a co-Trustee, or for having permitted any agent or co-Trustee to receive and retain any money payable to the Trustee, except as aforesaid.

(b) Nothing herein contained shall impose any obligation on the Trustee to see to or require evidence of the registration or filing (or renewal thereof) of this Indenture or any instrument ancillary or supplemental hereto or thereto, including any Security Documents.

(c) The Trustee shall not be:

(i) accountable for the use or application by the Issuer of the Notes or the proceeds thereof;

(ii) responsible to make any calculation with respect to any matter under this Indenture, including the calculation of the conversion rate of the Series B Second Lien Notes into US dollars for any purpose;

(iii) liable for any error in judgment made in good faith unless negligent in ascertaining the pertinent facts; or

(iv) responsible or liable for any failure or delay in the performance of its obligations under this Indenture arising out of or caused, directly or indirectly, by circumstances beyond its control, including, without limitation, any provision of any law or regulation or any act of any Governmental Authority, acts of God; earthquakes; fire; flood; terrorism; wars and other military disturbances; sabotage; epidemics; riots; interruptions; loss or malfunctions of utilities, computer (hardware or software) or communication services; cyberterrorism; accidents; labor disputes; acts of civil or military authority and governmental action.

(d) The Trustee shall have the right to disclose any information disclosed or released to it if, in the reasonable opinion of the Trustee, after consultation with Counsel, it is required to disclose under any Applicable Law, court order or administrative directions, or if, in the reasonable opinion of the Trustee, it is required to disclose to its regulatory authority. The Trustee shall not be responsible or liable to any party for any loss or damage arising out of or in any way sustained or incurred or in any way relating to such disclosure.

(e) The Trustee shall not be responsible for any error made or act done by it resulting from reliance upon the signature of any Person on whose signature the Trustee is entitled to act, or refrain from acting, under a specific provision of this Indenture.

(f) The Trustee shall have no responsibility for the preparation, filing or recording of any instrument, document or financing statement or for the perfection or maintenance of any security interest created hereunder.

(g) The Trustee will not be charged with knowledge of any default in the payment of any Existing Indebtedness, or of the existence of any default or Event of Default or any other fact that would prohibit the making of any payment of monies to or by the Trustee, or the taking of any other action by the Trustee, unless and until the Trustee has received written notice thereof from the Issuer, any Noteholder or the Collateral Agent. The Trustee will notify holders of Notes of such notice as soon as reasonably practicable after receipt thereof.

(h) The Trustee shall be entitled to treat a facsimile, pdf or e-mail communication or communication by other similar electronic means in a form satisfactory to the Trustee from a Person purporting to be (and whom the Trustee, acting reasonably, believes in good faith to be) an authorized representative of the Issuer or a Holder, as sufficient instructions and authority of such party for the Trustee to act and shall have no duty to verify or confirm that Person is so authorized. The Trustee shall have no liability for any losses, liabilities, costs or expenses incurred by it as a result of such reliance upon, or compliance with, such instructions or directions, except to the extent any such losses, cost or expense are the direct result of gross negligence or willful misconduct on the part of the Trustee. The Issuer and the Holders agree: (i) to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Trustee, including, without limitation, the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting instructions to the Trustee and that there may be more secure methods of transmitting instructions than the method(s) selected by such party; and (iii) that the security procedures (if any) to be followed in connection with its transmission of instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances.

(i) By their acceptance of the Notes, the Holders hereby designate and appoint the Trustee as the Holders' agent under this Indenture and the Security Documents, and by acceptance of the Notes the Holders hereby irrevocably authorizes the Trustee to take such action on its behalf under the provisions of this Indenture and the Security Documents and to exercise such powers and perform such duties as are expressly delegated to the Trustee by the terms of this Indenture and the Security Documents, and consents and agrees to the terms of this Indenture and each Security Document, as the same may be in effect or may be amended, restated, supplemented or otherwise modified from time to time in accordance with their respective terms.

(j) By their acceptance of the Notes hereunder, the Holders further authorize and direct the Trustee to (i) enter into the Security Documents to which it is party, whether executed on or after the Issue Date, (ii) bind the Holders on the terms as set forth in the Security Documents and (iii) perform and observe its obligations under the Security Documents.

12.4 Reliance Upon Declarations, Opinions, etc.

(a) In the exercise of its rights, duties and obligations hereunder the Trustee may, if acting in good faith and subject to Section 12.7, rely, as to the truth of the statements and accuracy of the opinions expressed therein, upon statutory declarations, opinions, reports or certificates furnished pursuant to any covenant, condition or requirement of this Indenture or required by the Trustee to be furnished to it in the exercise of its rights and duties hereunder, if the Trustee examines such statutory declarations, opinions, reports or certificates and determines that they comply with Section 12.5, if applicable, and with any other applicable requirements of this Indenture. The Trustee may nevertheless, in its discretion, require further proof in cases where it deems further proof desirable. Without restricting the foregoing, the Trustee may rely on an Opinion of Counsel satisfactory to the Trustee notwithstanding that it is delivered by a solicitor or firm which acts as solicitors for the Issuer.

(b) The Trustee shall have no obligation to ensure or verify compliance with any Applicable Law or regulatory requirements on the issue or transfer of any Notes provided such issue or transfer is effected in accordance with the terms of this Indenture. The Trustee shall be entitled to process all transfers and redemptions upon the presumption that such transfer and redemption is permissible pursuant to all Applicable Law and regulatory requirements if such transfer and redemption is effected in accordance with the terms of this Indenture. The Trustee shall have no obligation, other than to confer with the Issuer and its Counsel, to ensure that legends appearing on the Notes comply with regulatory requirements or securities laws of any applicable jurisdiction.

12.5 Evidence and Authority to Trustee, Opinions, etc.

(a) The Issuer shall furnish to the Trustee evidence of compliance with the conditions precedent provided for in this Indenture relating to any action or step required or permitted to be taken by the Issuer or the Trustee under this Indenture or as a result of any obligation imposed under this Indenture, including without limitation, the authentication and delivery of Notes hereunder, the satisfaction and discharge of this Indenture and the taking of any other action to be taken by the Trustee at the request of or on the application of the Issuer, forthwith if and when (a) such evidence is required by any other Section of this Indenture to be furnished to the Trustee in accordance with the terms of this Section 12.5, or (b) the Trustee, in the exercise of its rights and duties under this Indenture, gives the Issuer written notice requiring it to furnish such evidence in relation to any particular action or obligation specified in such notice. Such evidence shall consist of:

(i) an Officers' Certificate, stating that any such condition precedent has been complied with in accordance with the terms of this Indenture;

(ii) in the case of a condition precedent the satisfaction of which is, by the terms of this Indenture, made subject to review or examination by a solicitor, an Opinion of Counsel that such condition precedent has been complied with in accordance with the terms of this Indenture; and

(iii) in the case of any such condition precedent the satisfaction of which is subject to review or examination by auditors or accountants, an opinion or report of the Issuer's Auditors whom the Trustee for such purposes hereby approves, that such condition precedent has been complied with in accordance with the terms of this Indenture.

(b) Whenever such evidence relates to a matter other than the authentication and delivery of Notes and the satisfaction and discharge of this Indenture, and except as otherwise specifically provided herein, such evidence may consist of a report or opinion of any solicitor, auditor, accountant, engineer or appraiser or any other appraiser or any other individual whose qualifications give authority to a statement made by such individual, provided that if such report or opinion is furnished by a director, officer or employee of the Issuer it shall be in the form of a statutory declaration. Such evidence shall be, so far as appropriate, in accordance with Section 12.5(a).

(c) Each statutory declaration, certificate, opinion or report with respect to compliance with a condition precedent provided for in this Indenture shall include (i) a statement by the individual giving the evidence that he or she has read and is familiar with those provisions of this Indenture relating to the condition precedent in question, (ii) a brief statement of the nature and scope of the examination or investigation upon which the statements or opinions contained in such evidence are based, (iii) a statement that, in the belief of the individual giving such evidence, he or she has made such examination or investigation as is necessary to enable him or her to make the statements or give the opinions contained or expressed therein, and (iv) a statement whether in the opinion of such individual the conditions precedent in question have been complied with or satisfied.

(d) The Issuer shall furnish or cause to be furnished to the Trustee at any time if the Trustee reasonably so requires, an Officers' Certificate certifying that the Issuer has complied with all covenants, conditions or other requirements contained in this Indenture, the non-compliance with which would constitute a Default or an Event of Default, or if such is not the case, specifying the covenant, condition or other requirement which has not been complied with and giving particulars of such non-compliance. The Issuer shall, whenever the Trustee so requires, furnish the Trustee with evidence by way of statutory declaration, opinion, report or certificate as specified by the Trustee as to any action or step required or permitted to be taken by the Issuer or as a result of any obligation imposed by this Indenture.

12.6 Officers' Certificates Evidence

Except as otherwise specifically provided or prescribed by this Indenture, whenever in the administration of the provisions of this Indenture the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or omitting any action hereunder, the Trustee, if acting in good faith, may rely upon an Officers' Certificate.

12.7 Experts, Advisers and Agents

Subject to Sections 12.3 and 12.4, the Trustee may:

(a) employ or retain and act and rely on the opinion or advice of or information obtained from any solicitor, auditor, valuator, engineer, surveyor, appraiser or other expert, whether obtained by the Trustee or by the Issuer, or otherwise, and shall not be liable for acting, or refusing to act, in good faith on any such opinion or advice and may pay proper and reasonable compensation for all such legal and other advice or assistance as aforesaid; and

(b) employ such agents and other assistants as it may reasonably require for the proper discharge of its duties hereunder, and may pay reasonable remuneration for all services performed for it (and shall be entitled to receive reasonable remuneration for all services performed by it) in the discharge of the trusts hereof and compensation for all disbursements, costs and expenses made or incurred by it in the discharge of its duties hereunder and in the management of the trusts hereof and any solicitors employed or consulted by the Trustee may, but need not be, solicitors for the Issuer.

12.8 Trustee May Deal in Notes

Subject to Sections 12.1 and 12.3, the Trustee may, in its personal or other capacity, buy, sell, lend upon and deal in Notes and generally contract and enter into financial transactions with the Issuer or otherwise, without being liable to account for any profits made thereby. However, in the event that the Trustee acquires any conflicting interest it must eliminate such conflict within 90 days, apply to the British Columbia Supreme Court for permission to continue as Trustee hereunder or resign.

12.9 Investment of Monies Held by Trustee

(a) Any securities, documents of title or other instruments that may at any time be held by the Trustee subject to the trusts hereof may be placed in the deposit vaults of the Trustee or of any Canadian chartered bank or deposited for safe-keeping in the Province of British Columbia with any such bank. In respect of any moneys so held, upon receipt of a written order from a Participant or a Beneficial Holder, the Trustee shall invest the funds in accordance with such written order in Authorized Investments (as defined below). Any such written order from a Participant or a Beneficial Holder shall be provided to the Trustee no later than 9:00 a.m. (Toronto time) on the day on which the investment is to be made. Any such written order from a Participant or a Beneficial Holder received by the Trustee after 9:00 a.m. (Toronto time) or received on a non-Business Day, shall be deemed to have been given prior to 9:00 a.m. (Toronto time) the next Business Day. For certainty, after an Event of Default, the Trustee shall only be obligated to make investments on receipt of appropriate instructions from the Holders by way of a resolution of Holders of at least a majority in principal amount of the Notes represented and voting at a meeting of Holders, or by a resolution in writing.

(b) The Trustee shall have no liability for any loss sustained as a result of any investment selected by and made pursuant to the instructions of the Issuer or the Holders, as applicable, as a result of any liquidation of any investment prior to its maturity or for failure of either the Issuer or the Holders, as applicable, to give the Trustee instructions to liquidate, invest or reinvest amounts held with it. In the absence of written instructions from either the Issuer or the Holders as to investment of funds held by it, such funds shall be held uninvested by the Trustee without liability for interest thereon.

(c) For the purposes of this section, "**Authorized Investments**" means short term interest bearing or discount debt obligations issued or guaranteed by the government of Canada or a Province or a Canadian chartered bank (which may include an affiliate (as defined in this section) or related party of the Trustee) provided that such obligation is rated at least R1 (middle) by DBRS or an equivalent rating service. For certainty, the Issuer and the Holders acknowledge and agree that the Trustee has no obligation or liability to confirm or verify that investment instructions delivered pursuant to this Section 12.9 comply with the definition of Authorized Investments.

12.10 Trustee Not Ordinarily Bound

Except as otherwise specifically provided herein, the Trustee shall not, subject to Section 12.3, be bound to give notice to any Person of the execution hereof, nor to do, observe or perform or see to the observance or performance by the Issuer of any of the obligations herein imposed upon the Issuer or of the covenants on the part of the Issuer herein contained, nor in any way to supervise or interfere with the conduct of the Issuer's business, unless the Trustee shall have been required to do so in writing by the Holders of more than 50% of the principal amount of the Notes then outstanding, and then only after it shall have been funded and indemnified to its satisfaction against all actions, proceedings, claims and demands to which it may render itself liable and all costs, charges, damages and expenses which it may incur by so doing.

12.11 Trustee Not Required to Give Security

The Trustee shall not be required to give any bond or security in respect of the execution of the trusts and powers of this Indenture or otherwise in respect of the premises.

12.12 Trustee Not Bound to Act on Issuer's Request

Except as in this Indenture otherwise specifically provided, the Trustee shall not be bound to act in accordance with any direction or request of the Issuer until a duly authenticated copy of the instrument or resolution containing such direction or request shall have been delivered to the Trustee, and the Trustee shall be empowered to act upon any such copy purporting to be authenticated and believed by the Trustee to be genuine.

12.13 Conditions Precedent to Trustee's Obligations to Act Hereunder

(a) The obligation of the Trustee to commence or continue any act, action or proceeding for the purpose of enforcing the rights of the Trustee and of the Holders hereunder shall be conditional upon any one or more Holders furnishing when required by notice in writing by the Trustee, sufficient funds to commence or continue such act, action or proceeding and indemnity reasonably satisfactory to the Trustee to protect and hold harmless the Trustee against the costs, charges and expenses and liabilities to be incurred thereby and any loss and damage it may suffer by reason thereof.

(b) None of the provisions contained in this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers unless indemnified as aforesaid.

(c) The Trustee may, before commencing or at any time during the continuance of any such act, action or proceeding require the Holders of Notes of a series at whose instance it is acting to deposit with the Trustee such Notes held by them for which Notes the Trustee shall issue receipts.

(d) Unless an action is expressly directed or required herein, the Trustee shall request instructions from the Holders with respect to any actions or approvals which, by the terms of this Indenture, the Trustee is permitted to take or to grant (including any such actions or approvals that are to be taken in the Trustee's "discretion" or "opinion", or to its "satisfaction", or words to similar effect), and the Trustee shall refrain from taking any such action or withholding any such approval and shall not be under any liability whatsoever as a result thereof until it shall have received such instructions by way of resolution from the Holders in accordance with this Indenture.

12.14 Authority to Carry on Business

The Trustee represents to the Issuer that at the date of execution and delivery by it of this Indenture it is authorized to carry on the business of a trust company in the Provinces of British Columbia and Alberta but if, notwithstanding the provisions of this Section 12.14, it ceases to be so authorized to carry on business, the validity and enforceability of this Indenture and the securities issued hereunder shall not be affected in any manner whatsoever by reason only of such event but the Trustee shall, within 90 days after ceasing to be authorized to carry on the business of a trust company in any province of Canada, either become so authorized or resign in the manner and with the effect specified in Section 12.2.

12.15 Compensation and Indemnity

(a) The Issuer shall pay to the Trustee from time to time compensation for its services hereunder as agreed separately by the Issuer and the Trustee, and shall pay or reimburse the Trustee upon its request for all reasonable expenses, disbursements and advances incurred or made by the Trustee in the administration or execution of its duties under this Indenture (including the reasonable and documented compensation and disbursements of its Counsel and all other advisers and assistants not regularly in its employ), both before any Default hereunder and thereafter until all duties of the Trustee under this Indenture shall be finally and fully performed. The Trustee's compensation shall not be limited by any law on compensation of a trustee of an express trust.

(b) The Issuer hereby indemnifies and saves harmless the Trustee and its directors, officers, employees and shareholders from and against any and all loss, damages, charges, expenses, claims, demands, actions or liability whatsoever which may be brought against the Trustee or which it may suffer or incur as a result of or arising out of the performance of its duties and obligations hereunder save only in the event of the gross negligence or wilful misconduct of the Trustee. This indemnity will survive the termination or discharge of this Indenture and the resignation or removal of the Trustee. The Trustee shall notify the Issuer promptly of any claim for which it may seek indemnity. The Issuer shall defend the claim and the Trustee shall cooperate in the defence. The Trustee may have separate Counsel and the Issuer shall pay the reasonable fees and expenses of such Counsel. The Issuer need not pay for any

settlement made without its consent, which consent must not be unreasonably withheld. This indemnity shall survive the resignation or removal of the Trustee or the discharge of this Indenture. Other than for gross negligence or intentional misconduct, any liability of the Trustee shall be limited to direct damages which in the aggregate shall not exceed the amount of fees paid by the Issuer under this Indenture in the twelve months immediately prior to the Trustee receiving the first notice of the claim.

(c) The Issuer need not reimburse any expense or indemnify against any loss or liability incurred by the Trustee through gross negligence or wilful misconduct on the part of the Trustee.

12.16 Acceptance of Trust

The Trustee hereby accepts the trusts in this Indenture declared and provided for and agrees to perform the same upon the terms and conditions herein set forth and to hold all rights, privileges and benefits conferred hereby and by law in trust for the various Persons who shall from time to time be Holders, subject to all the terms and conditions herein set forth.

12.17 Anti-Money Laundering

The Trustee shall retain the right not to act and shall not be liable for refusing to act if, due to a lack of information or for any other reason whatsoever, the Trustee, in its sole judgment, acting reasonably, determines that such act might cause it to be in non-compliance with any applicable anti-money laundering or anti-terrorist legislation, regulation or guideline. Further, should the Trustee, in its sole judgment, acting reasonably, determine at any time that its acting under this Indenture has resulted in its being in non-compliance with any applicable anti-money laundering or anti-terrorist legislation, regulation or guideline, then it shall have the right to resign on 10 days' prior written notice sent to all parties hereto; provided that (A) the written notice shall describe the circumstances of such non-compliance; and (B) if such circumstances are rectified to the Trustee's satisfaction within such 10 day period, then such resignation shall not be effective.

12.18 Privacy

(a) The parties hereto acknowledge that the Trustee may, in the course of providing services hereunder, collect or receive financial and other personal information about such parties and/or their representatives, as individuals, or about other individuals related to the subject matter hereof, and use such information for the following purposes:

(i) to provide the services required under this Indenture and other services that may be requested from time to time;

(ii) to help the Trustee manage its servicing relationships with such individuals;

(iii) to meet the Trustee's legal and regulatory requirements; and

(iv) if social insurance or social security numbers are collected by the Trustee, to perform tax reporting and to assist in verification of an individual's identity for security purposes.

(b) Each party acknowledges and agrees that the Trustee may receive, collect, use and disclose personal information provided to it or acquired by it in the course of providing services under this Indenture for the purposes described above and, generally, in the manner and on the terms described in its privacy code, which the Trustee shall make available on its website or upon request, including revisions thereto. The Trustee may transfer some of that personal information to service providers in the United States for data processing and/or storage. Further, each party agrees that it shall not provide or cause to be provided to the Trustee any personal information relating to an individual who is not a party to this Indenture unless that party has assured itself that such individual understands and has consented to the aforementioned uses and disclosures.

12.19 Execution of Intercreditor Agreement

The Trustee shall execute the Intercreditor Agreement, in its capacity as Trustee under this Indenture, without any further consent or approval from the Holders or the Issuer. Each Holder, by its acceptance of Notes: (a) authorizes the Trustee to enter into the Intercreditor Agreement and any subsequent amendments or modifications thereto that (i) are requested by the Issuer; or (ii) are minor or administrative in nature without further authorization of the Holders; and (b) acknowledges and agrees that the Trustee shall not be responsible to approve, review or otherwise negotiate the terms of the Intercreditor Agreement on behalf of the Holders or the Issuer and that the Trustee shall not be liable to the Holders for any of the terms or provisions contained in the Intercreditor Agreement. The Holders further acknowledge that the Trustee has not and will not provide any advice to the Holders of the Notes in respect of this Indenture or the Security Documents, the adequacy of this Indenture or the Security Documents or as to the priority, registration or perfection of their interest in the Collateral.

ARTICLE 13
AMENDMENT, SUPPLEMENT AND WAIVER

13.1 Ordinary Consent

Except as provided in Section 13.2 or 13.3, the Issuer and the Trustee (upon the vote or direction or otherwise with the affirmative consent of the Notes Majority) may amend, supplement or waive any provision in this Indenture or the Notes.

13.2 Special Consent

Notwithstanding Section 13.1, without the consent of, or a resolution passed by the affirmative votes of or signed by each Holder affected, an amendment, supplement or waiver may not (with respect to any Notes of any series held by a non-consenting Holder):

(a) change the fixed Maturity of any Note;

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

(c) release a material portion of the Collateral from the liens imposed by the Security Documents, other than in accordance with the terms of this Indenture or the Security Documents.

13.3 Without Consent

Notwithstanding Section 13.1 or 13.2, the Issuer and the Trustee, without the consent of any Holders of Notes or any other Person, may amend or supplement this Indenture or the Notes to:

(a) cure any ambiguity, defect or inconsistency;

(b) provide for uncertificated Notes in addition to or in place of certificated Notes;

(c) make any change that would provide any additional rights or benefits to the Holders of Notes or that does not materially adversely effect the legal rights under this Indenture of any Holder of Notes;

(d) add any additional Guarantors or to evidence the release of any Guarantor from its obligations under its Guarantee to the extent that such release is permitted by this Indenture, the Notes or the Security Documents;

(e) comply with the provisions set out in Article 14;

(f) evidence and provide for the acceptance of appointment by a successor Trustee;

(g) provide for the issuance of Additional Notes and other credit instruments in accordance with this Indenture;

(h) to enter into additional or supplemental Security Documents or to add additional parties to the Security Documents to the extent permitted thereunder and under this Indenture or the Security Documents;

(i) allow any future Guarantor to execute a Guarantee; or

(j) to release Collateral from liens when permitted or required by this Indenture or the Security Documents or add assets to Collateral when permitted or required by this Indenture or the Security Documents.

13.4 Form of Consent

It is not necessary for any consent under Section 13.1 to approve the particular form of any proposed amendment, supplement or waiver, but it shall be sufficient if such consent approves the substance thereof.

13.5 Supplemental Indentures

(a) Subject to the provisions of this Indenture, the Issuer and the Trustee may from time to time execute, acknowledge and deliver Supplemental Indentures which thereafter shall form part of this Indenture, for any one or more of the following purposes:

(i) establishing the terms of any series of Notes and the forms and denominations in which they may be issued as provided in Article 2;

(ii) making such amendments not inconsistent with this Indenture as may be necessary or desirable with respect to matters or questions arising hereunder, including the making of any modifications in the form of the Notes of any series which do not affect the substance thereof and which in the opinion of the Trustee relying on an Opinion of Counsel will not be materially prejudicial to the interests of Holders;

(iii) rectifying typographical, clerical or other manifest errors contained in this Indenture or any Supplemental Indenture, or making any modification to this Indenture or any Supplemental Indenture which, in the opinion of Counsel, are of a formal, minor or technical nature and that are not materially prejudicial to the interests of the Holders;

(iv) to give effect to any amendment or supplement to this Indenture or the Notes of any series made in accordance with Sections 13.1 or 13.2;

(v) evidencing the succession, or successive successions, of others to the Issuer or any Guarantor and the covenants of and obligations assumed by any such successor in accordance with the provisions of this Indenture; or

(vi) for any other purpose not inconsistent with the terms of this Indenture, provided that in the opinion of the Trustee (relying on an Opinion of Counsel) the rights of neither the Holders nor the Trustee are materially prejudiced thereby.

(b) Unless this Indenture expressly requires the consent or concurrence of Holders, the consent or concurrence of Holders shall not be required in connection with the execution, acknowledgement or delivery of a Supplemental Indenture contemplated by this Indenture.

(c) Upon receipt by the Trustee of (i) an Issuer Order accompanied by a Board Resolution authorizing the execution of any such Supplemental Indenture, and (ii) an Officers' Certificate stating that such amended or Supplemental Indenture complies with this Section 13.5, the Trustee shall join with the Issuer 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.

ARTICLE 14
GUARANTEES

14.1 Guarantees and Collateral Agent

(a) Each Guarantor providing a Guarantee on the Issue Date shall execute and deliver to the Trustee the Guaranty and Collateral Security Agreement substantially in the form attached hereto as Appendix B.

(b) By their acceptance of the Notes, the Holders hereby designate and appoint a Collateral Agent to serve as Collateral Agent and as the Holder's agent under this Indenture and the Security Documents, and the Trustee and each of the Holders by acceptance of the Notes hereby irrevocably authorizes the Collateral Agent to take such action on its behalf under the provisions of this Indenture and the Security Documents and to exercise such powers and perform such duties as are expressly delegated to the Collateral Agent by the terms of this Indenture and the Security Documents, and consents and agrees to the terms of each Security Document, as the same may be in effect or may be amended, restated, supplemented or otherwise modified from time to time in accordance with their respective terms.

(c) By their acceptance of the Notes hereunder, the Holders further authorize and direct the Collateral Agent to (i) enter into the Security Documents to which it is party, whether executed on or after the Issue Date, (ii) bind the Holders on the terms as set forth in the Security Documents and (iii) perform and observe its obligations under the Security Documents.

(d) The Collateral Agent shall execute the Intercreditor Agreement, in its capacity as Collateral Agent under this Indenture, without any further consent or approval from the Holders or the Issuer. Each Holder, by its acceptance of Notes: (a) authorizes the Collateral Agent to enter into the Intercreditor Agreement and any subsequent amendments or modifications thereto that (i) are requested by the Issuer; or (ii) are minor or administrative in nature without further authorization of the Holders; and (b) acknowledges and agrees that the Collateral Agent shall not be responsible to approve, review or otherwise negotiate the terms of the Intercreditor Agreement on behalf of the Holders or the Issuer and that the Trustee shall not be liable to the Holders for any of the terms or provisions contained in the Intercreditor Agreement. The Holders further acknowledge that the Collateral Agent has not and will not provide any advice to the Holders of the Notes in respect of this Indenture or the Security Documents, the adequacy of this Indenture or the Security Documents or as to the priority, registration or perfection of their interest in the Collateral.

ARTICLE 15
NOTICES

15.1 Notice to Issuer

Any notice to the Issuer under the provisions of this Indenture shall be valid and effective (i) if delivered to the Issuer at 301 Yamato Road, Suite 3250, Boca Raton, FL 33431, Attention: Legal Department (ii) if delivered by email to legal@jushico.com, immediately upon sending the email, provided that if such email is not sent during the normal business hours of the recipient, such email shall be deemed to have been sent at the opening of business on the next business day for the recipient, or (iii) if given by registered letter, postage prepaid, to such office and so addressed and if mailed, five days following the mailing thereof. The Issuer may from time to time notify the Trustee in writing of a change of address which thereafter, until changed by like notice, shall be the address of the Issuer for all purposes of this Indenture.

15.2 Notice to Holders

(a) All notices to be given hereunder with respect to the Notes shall be deemed to be validly given to the Holders thereof if sent by first class mail, postage prepaid, or, if agreed to by the applicable recipient, by email, by letter or circular addressed to such Holders at their post office addresses appearing in any of the registers hereinbefore mentioned and shall be deemed to have been effectively given five days following the day of mailing, or immediately upon sending the email, provided that if such email is not sent during the normal business hours of the recipient, such email shall be deemed to have been sent at the opening of business on the next business day for the recipient, as applicable. Accidental error or omission in giving notice or accidental failure to mail notice to any Holder or the inability of the Issuer to give or mail any notice due to anything beyond the reasonable control of the Issuer shall not invalidate any action or proceeding founded thereon.

(b) If any notice given in accordance with Section 15.2(a) would be unlikely to reach the Holders to whom it is addressed in the ordinary course of post by reason of an interruption in mail service, whether at the place of dispatch or receipt or both, the Issuer shall give such notice by publication at least once in a daily newspaper of general national circulation in Canada.

(c) Any notice given to Holders by publication shall be deemed to have been given on the day on which publication shall have been effected at least once in each of the newspapers in which publication was required.

(d) All notices with respect to any Note may be given to whichever one of the Holders thereof (if more than one) is named first in the registers hereinbefore mentioned, and any notice so given shall be sufficient notice to all Holders of any Persons interested in such Note.

15.3 Notice to Trustee

Any notice to the Trustee under the provisions of this Indenture shall be valid and effective: (i) if delivered to the Trustee at its principal office in the City of Vancouver, British Columbia at 350 – 409 Granville Street V6C 1T2, Attention: VP, Corporate Trust, (ii) if delivered by email to corptrust@odysseytrust.com, immediately upon sending the email, provided that if such email is not sent during the normal business hours of the recipient, such email shall be deemed to have been sent at the opening of business on the next business day for the recipient, or (iii) if given by registered letter, postage prepaid, to such office and so addressed and, if mailed, shall be deemed to have been effectively given five days following the mailing thereof.

15.4 Mail Service Interruption

If by reason of any interruption of mail service, actual or threatened, any notice to be given to the Trustee would reasonably be unlikely to reach its destination by the time notice by mail is deemed to have been given pursuant to Section 15.3, such notice shall be valid and effective only if delivered at the appropriate address in accordance with Section 15.3.

ARTICLE 16
MISCELLANEOUS

16.1 Copies of Indenture

Any holder of a Second Lien Note may obtain a copy of this Indenture without charge by writing to the Issuer at 301 Yamato Road, Suite 3250, Boca Raton, FL 33431, Attention: Investor Relations (investors@jushico.com).

16.2 Force Majeure

Except for the payment obligations of the Issuer contained herein, neither the Issuer nor the Trustee shall be liable to the other, or held in breach of this Indenture, if prevented, hindered, or delayed in the performance or observance of any provision contained herein by reason of act of God, riots, terrorism, acts of war, epidemics, governmental action or judicial order, earthquakes, or any other similar causes (including, but not limited to, mechanical, electronic or communication interruptions, disruptions or failures). Performance times under this Indenture shall be extended for a period of time equivalent to the time lost because of any delay that is excusable under this Section 16.2.

16.3 Waiver of Jury Trial

EACH OF THE ISSUER, THE GUARANTORS AND THE TRUSTEE HEREBY AGREES TO WAIVE ITS RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS INDENTURE, THE NOTES OR ANY DEALINGS BETWEEN THEM RELATING TO THE SUBJECT MATTER OF THIS INDENTURE. The scope of this waiver is intended to encompass any and all disputes that may be filed in any court and that relate to the subject matter of this Indenture, including contract claims, tort claims, breach of duty claims, and all other common law and statutory claims. Each party hereto acknowledges that this waiver is a material inducement to enter into a business relationship, that such party has already relied on the waiver in entering into this Indenture, and that such party shall continue to rely on the waiver in its related future dealings. Each party hereto further warrants and represents that it has reviewed this waiver with its legal counsel, and that it knowingly and voluntarily waives its jury trial rights following consultation with legal counsel. In the event of litigation, this Indenture may be filed as a written consent to a trial by the court without a jury.

ARTICLE 17
EXECUTION AND FORMAL DATE

17.1 Execution

This Indenture may be simultaneously executed in several counterparts, each of which when so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument. Delivery of an executed signature page to this Indenture by any party hereto by facsimile transmission or PDF shall be as effective as delivery of a manually executed copy of this Indenture by such party.

17.2 Formal Date

For the purpose of convenience, this Indenture may be referred to as bearing the formal date of December 7, 2022, irrespective of the actual date of execution hereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS whereof the parties hereto have executed these presents under their respective corporate seals and the hands of their proper officers in that behalf.

ISSUER:

JUSHI HOLDINGS INC.

Per: _____
Name:
Title:

TRUSTEE:

ODYSSEY TRUST COMPANY

Per: _____
Name:
Title:

Per: _____
Name:
Title:

APPENDIX A

FORM OF SERIES A SECOND LIEN NOTES / SERIES B SECOND LIEN NOTES

UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE []

For Notes originally issued for the benefit or account of a U.S. Holder, and each Definitive Note issued in exchange therefor or in substitution thereof, also include the following legends:

THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "U.S. SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES. THE HOLDER HEREOF, BY ACQUIRING SUCH SECURITIES, AGREES, FOR THE BENEFIT OF JUSHI HOLDINGS INC. (THE "ISSUER"), THAT SUCH SECURITIES MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED, DIRECTLY OR INDIRECTLY, ONLY (A) TO THE ISSUER; (B) OUTSIDE THE UNITED STATES IN COMPLIANCE WITH RULE 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT AND IN COMPLIANCE WITH APPLICABLE LOCAL LAWS AND REGULATIONS, (C) IN COMPLIANCE WITH (1) RULE 144A UNDER THE U.S. SECURITIES ACT, IF AVAILABLE, OR (2) RULE 144 UNDER THE U.S. SECURITIES ACT, IF AVAILABLE, AND, IN EACH CASE, IN COMPLIANCE WITH APPLICABLE STATE SECURITIES LAWS, OR (D) IN ANOTHER TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE U.S. SECURITIES ACT OR ANY APPLICABLE STATE SECURITIES LAWS, PROVIDED THAT IN THE CASE OF TRANSFERS PURSUANT TO (C)(2) OR (D) ABOVE, A LEGAL OPINION FROM COUNSEL OF RECOGNIZED STANDING IN FORM AND SUBSTANCE REASONABLY SATISFACTORY TO THE ISSUER MUST FIRST BE PROVIDED. DELIVERY OF THIS CERTIFICATE MAY NOT CONSTITUTE "GOOD DELIVERY" IN SETTLEMENT OF TRANSACTIONS ON STOCK EXCHANGES IN CANADA.

CUSIP

ISIN CA

No. [US$●][C$●]

JUSHI HOLDINGS INC.

(a corporation formed under the laws of *the Business Corporations Act (British Columbia)*)

12% [SERIES A][SERIES B] SECOND LIEN NOTES DUE [], 2026

JUSHI HOLDINGS INC. (the "**Issuer**") for value received hereby acknowledges itself indebted and, subject to the provisions of the trust indenture dated as of [] (the "**Indenture**") between the Issuer and Odyssey Trust Company (the "**Trustee**"), promises to pay to the registered holder hereof on [], 2026 (the "**Stated Maturity**") or on such earlier date as the principal amount hereof may become due in accordance with the provisions of this Indenture the principal sum of [] dollars [(U.S.$[])(C$[])] in lawful money of the [United States of America][Canada] on presentation and surrender of this Note (the "Note") at the main branch of the Trustee in Vancouver, British Columbia, in accordance with the terms of this Indenture and, subject as hereinafter provided, to pay interest on the principal amount hereof (i) from and including the date hereof, or (ii) from and including the last Interest Payment Date to which interest shall have been paid or made available for payment hereon, whichever shall be the later, in all cases, to and excluding the next Interest Payment Date, at the rate of 12% per annum, in like money, calculated and payable quarterly in arrears on March 31, June 30, September 30 and December 31 in each year commencing on December 31, and the last payment (representing interest payable from the last Interest Payment Date to, but excluding, the Maturity of this Note) to fall due on the Maturity of this Note and, automatically upon the occurrence and during the continuance of an Event of Default (as defined in the Indenture), the interest rate accruing on the outstanding principal amount of this Note shall be three percent (3%) more than the rate otherwise payable, in like money and on the same dates.

Interest on this Note will be computed based on a 360-day year of twelve 30-day months and shall be payable quarterly on March 31, June 30, September 30 and December 31.

If the date for payment of any amount of principal, premium or interest is not a Business Day at the place of payment, then payment will be made on the next Business Day and the holder hereof will not be entitled to any further interest on such principal, or to any interest on such interest, premium or other amount so payable, in respect of the period from the date for payment to such next Business Day.

Interest hereon shall be payable by cheque mailed by prepaid ordinary mail or by electronic transfer of funds to the registered holder hereof and, subject to the provisions of this Indenture, the mailing of such cheque or the electronic transfer of such funds shall, to the extent of the sum represented thereby (plus the amount of any Taxes deducted or withheld), satisfy and discharge all liability for interest on this Note.

This Note is one of the [Series A Second Lien Notes][Series B Second Lien Notes] of the Issuer issued under the provisions of this Indenture. Reference is hereby expressly made to this Indenture for a description of the terms and conditions upon which this Note and other Notes of the Issuer are or are to be issued and held and the rights and remedies of the holder of this Note and other Notes and of the Issuer and of the Trustee, all to the same effect as if the provisions of this Indenture were herein set forth to all of which provisions the holder of this Note by acceptance hereof assents.

Notes will be issued in minimum denominations of [U.S.$1,000 and integral multiples of U.S.$1,000][C$1,000 and integral multiples of C$1,000] in excess thereof. Upon compliance with the

provisions of this Indenture, Notes of any denomination may be exchanged for an equal aggregate principal amount of Notes in any other authorized denomination or denominations.

The Indebtedness evidenced by this Note, and by all other [Series A Second Lien Notes][Series B Second Lien Notes] now or hereafter certified and delivered under the Indenture, is a subordinate secured obligation of the Issuer, as more particularly described in the Indenture and the Guaranty and Collateral Security Agreement.

The principal hereof may become or be declared due and payable before the Stated Maturity in the events, in the manner, with the effect and at the times provided in the Indenture.

This Note may be redeemed at the option of the Issuer on the terms and conditions set out in the Indenture at the Redemption Price therein. The right is reserved to the Issuer to purchase Notes (including this Note) for cancellation in accordance with the provisions of the Indenture.

The Issuer shall be entitled to withhold from all payments made under this Note all amounts which are required to be withheld and remitted in respect of Taxes. Any amounts so withheld shall be treated for purposes of this Note as having been paid to the person in respect of whom such withholding was made.

The Indenture contains provisions making binding upon all Holders of Notes outstanding thereunder resolutions passed at meetings of such Holders held in accordance with such provisions and instruments signed by the Holders of a specified majority of the principal amount of Notes outstanding (or the principal amount of certain series of Notes outstanding), which resolutions or instruments may have the effect of amending the terms of this Note or this Indenture.

This Note may only be transferred, upon compliance with the conditions prescribed in this Indenture, in one of the registers to be kept at the principal office of the Trustee in Vancouver, British Columbia and in such other place or places and/or by such other Registrars (if any) as the Issuer with the approval of the Trustee may designate. No transfer of this Note shall be valid unless made on the register by the registered holder hereof or his executors or administrators or other legal representatives, or his or their attorney duly appointed by an instrument in form and substance satisfactory to the Trustee or other registrar, and upon compliance with such reasonable requirements as the Trustee and/or other registrar may prescribe and upon surrender of this Note for cancellation. Thereupon a new Note or Notes in the same aggregate principal amount shall be issued to the transferee in exchange hereof.

This Note shall not become obligatory for any purpose until it shall have been authenticated by the Trustee under the Indenture.

This Note and the Indenture are governed by, and are to be construed and enforced in accordance with, the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

Capitalized words or expressions used in this Notes shall, unless otherwise defined herein, have the meaning ascribed thereto in the Indenture.

IN WITNESS WHEREOF JUSHI HOLDINGS INC. has caused this Note to be signed by its authorized representatives as of [_____], 20__.

JUSHI HOLDINGS INC.

Per: _____

Name:

Title:

July 31, 2024

Jushi Holdings Inc. Refinances Existing 1st Lien Credit Facility with US$48.5 Million Term Loan – Strengthening Its Capital Structure with No Debt Maturities Until 2026

New Term Loan Refinances Existing 1st Lien Senior Secured Credit Facility

No Debt Maturities Until 2026

BOCA RATON, Fla., Jul. 31, 2024 (GLOBE NEWSWIRE) --**Jushi Holdings Inc. ("Jushi" or the "Company") (CSE: JUSH) (OTCQX: JUSHF)**, a vertically integrated, multi-state cannabis operator, announced that it has completed the refinancing (the "Refinancing") of its approximately US$53 million senior secured credit facility due December 31, 2024 (the "Existing 1st Lien Credit Facility") through the issuance of a new US$48.5 million senior secured Term Loan (the "Term Loan") and use of approximately US$7.4 million from cash on hand, which includes fees associated with the refinancing.

The Term Loan was issued at a 2.0% original issuance discount and bears an interest rate of 12.25% per annum, payable quarterly. The Term Loan amortizes at the rate of 2.5% per quarter beginning 12 months after the closing date and matures on the earlier of 30 months from the closing date or 91 days prior to the maturity of the Company's existing Second Lien Notes due December 7, 2026. The Term Loan is guaranteed by certain current and future direct and indirect subsidiaries of the Company and secured by first priority liens on certain assets of the Company and certain of the Company's direct and indirect subsidiaries.

Investors providing the Term Loan to the Company received five-year Warrants at 40% coverage and with an exercise price per share equal to US$1.00 (the "Warrants"). The Warrants were offered and sold in a private placement only to U.S. Accredited Investors and/or Qualified Institutional Buyers in reliance on the registration exemption provided by Rule 506(b) of Regulation D under the U.S. Securities Act and/or Section 4(a)(2) of the U.S. Securities Act of 1933, as amended (the "Securities Act") and similar registration exemptions under applicable state securities or "blue sky" laws.

Following issuance of the Term Loan and the repayment of the existing 1st Lien Senior Secured Credit Facility, the Company has approximately $19 million of cash, cash equivalents and restricted cash as of July 31, 2024. This balance is net of debt principal payments of approximately $10.4 million since June 30, 2024, which includes $2.4 million for the July 1st regularly scheduled payment on the 1st lien credit facility, $4.3 million payment in connection with this refinancing resulting in a smaller term loan principal balance, as well as early prepayment of $3.6 million in principal promissory notes.

“The Refinancing strengthens Jushi’s balance sheet by continuing the Company’s commitment towards deleveraging and secures an attractive cost of capital amidst the current credit environment. We were able to attract new institutional lenders to our Term Loan which is a testament to our operational strength and suite of assets in key high-growth states which we believe will soon realize their full potential. Following this refinancing and including the early extinguishment of one of our acquisition-related promissory notes in early July, our short-term debt subject to scheduled repayments is less than US$1 million as of July 31, 2024. We remain focused to deliver value to our shareholders and are excited with the regulatory changes that we anticipate on both the state and federal levels,” said James Cacioppo, Chief Executive Officer, Chairman, and Founder of Jushi Holdings Inc. “We would also like to thank SunStream Bancorp Inc. for their support in Jushi since its financing of the Existing 1st Lien Credit Facility in October 2021.”

Term Loan Participation By James Cacioppo

An entity affiliated with James Cacioppo, Jushi's Chief Executive Officer, Chairman and Founder, participated in the Term Loan with a principal amount of US$9 million and received 3.6 million Warrants, and Denis Arsenault, Founder and significant equity holder of the Company, participated in the Term Loan with a principal amount of US$7 million and received 2.8 million Warrants.

Each of Mr. Cacioppo, as a director and officer of the Company, and Mr. Arsenault, who owned greater than 10% of the then issued and outstanding subordinate voting shares of the Company (the "Shares") on as converted basis (calculated in accordance with MI 61-101), were considered a related party of the Company under MI 61-101 at the time the Term Loan was completed. As a result, the Offering is considered a related party transaction under MI 61-101.

The Company relied on exemptions from the formal valuation and minority shareholder approval requirements provided under sections 5.5(a) and 5.7(1)(a) of MI 61-101 on the basis that participation in the Term Loan by Mr. Cacioppo and Mr. Arsenault did not exceed 25% of the fair market value of the Company's market capitalization at the time of the Term Loan. The Company did not file a material change report in respect of the related party transaction 21 days prior to the closing of the Term Loan as the details of the Refinancing had not been confirmed at that time. The Company deemed this circumstance reasonable in order to complete the Refinancing in an expeditious manner. The Refinancing was considered by a special committee of independent directors and the special committee recommended approval of the Refinancing to the board. The Refinancing was then considered and approved by the board (with Mr. Cacioppo abstaining).

The offering and sale of Warrants have not been and will not be registered under the Securities Act, or the laws of any other jurisdiction, and may not be offered or sold in the United States absent registration or an applicable exemption from registration requirements.

This press release shall not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the Warrants in any state or jurisdiction in which such offer, solicitation or sale would be unlawful.

Amendments to Indenture Facility and Approval of New Intercreditor Agreement

In connection with the Term Loan, the Company obtained consents from the requisite holders (the "Holders") of the Company's 12% Second Lien Notes (the "Notes") to make certain amendments to the Company's Trust Indenture, dated December 7, 2022 (the "Indenture"), pursuant to which the Notes were issued. The purpose of these amendments was to conform the Indenture to the Term Loan by removing from the Indenture all references to the agent and the documents associated for the Existing 1st Lien Credit Facility. Additionally, the requisite Holders consented to the entry of a new subordination and intercreditor agreement by and among the Company, the trustee of the Notes, the collateral agent for the Notes, and the agent for the Term Loan lenders.

Because an entity affiliated with James Cacioppo and Denis Arsenault participated in the Term Loan, the amendments to the Indenture were approved by the Holders of more than 50% of the aggregate principal amount of the outstanding Notes and by a majority of the aggregate principal amount of the outstanding Notes excluding Mr. Cacioppo and Mr. Arsenault in accordance with Multilateral Instrument 61-101 – Protection of Minority Security Holders in Special Transactions.

ATB Capital Markets acted as financial advisor for the Refinancing.

Further details on the Term Loan and Warrants which will be filed under the Company's profiles on SEDAR atwww.sedar.com or EDGAR at www.sec.gov.

About Jushi Holdings Inc.

We are a vertically integrated cannabis company led by an industry-leading management team. Jushi is focused on building a multi-state portfolio of branded cannabis assets through opportunistic acquisitions, distressed workouts, and competitive applications. Jushi strives to maximize shareholder value while delivering high-quality products across all levels of the cannabis ecosystem. For more information, visit jushico.com or our social media channels, Instagram, Facebook, X and LinkedIn.

Forward-Looking Information and Statements

This press release may contain "forward-looking statements" and "forward-looking information" within the meaning of applicable securities laws, including Canadian securities legislation and United States ("U.S.") securities legislation (collectively, "forward-looking information") which are based upon the Company's current internal expectations, estimates, projections, assumptions and beliefs. All information, other than statements of historical facts, included in this report that address activities, events or developments that Jushi expects or anticipates will or may occur in the future constitutes forward-looking information. Forward-looking information is often identified by the words, "may", "would", "could", "should", "will", "intend", "plan", "anticipate", "believe", "estimate", "expect" or similar expressions and includes, among others, information regarding: future business strategy, competitive strengths, goals, expansion and growth of Jushi's business, operations and plans, including new revenue streams, roll out of new operations, the implementation by Jushi of certain product lines, implementation of certain

research and development, the application for additional licenses and the grant of licenses that will be or have been applied for, the expansion or construction of certain facilities, the reduction in the number of our employees, the expansion into additional U.S. markets, any potential future legalization of adult use and/or medical marijuana under U.S. federal law; the expectation of repayment of debt to de-lever our balance sheet; expectations of market size and growth in the U.S. and the states in which Jushi operates; expectations for other economic, business, regulatory and/or competitive factors related to Jushi or the cannabis industry generally; and other events or conditions that may occur in the future.

Readers are cautioned that forward-looking information is not based on historical facts but instead is based on reasonable assumptions and estimates of the management of Jushi at the time they were provided or made and such information involves known and unknown risks, uncertainties, including our ability to continue as a going concern, and other factors that may cause the actual results, level of activity, performance or achievements of Jushi, as applicable, to be materially different from any future results, performance or achievements expressed or implied by such forward-looking information. Such factors include, among others: risks relating to U.S. regulatory landscape and enforcement related to cannabis, including political risks; risks relating to anti-money laundering laws and regulation; other governmental and environmental regulation; public opinion and perception of the cannabis industry; risks related to the economy generally; risks related to inflation, the rising cost of capital, and stock market instability; risks relating to pandemics and forces of nature; risks related to contracts with third party service providers; risks related to the enforceability of contracts; the limited operating history of Jushi; Jushi's history of operating losses and negative operating cash flows; reliance on the expertise and judgment of senior management of Jushi; risks inherent in an agricultural business; risks related to co-investment with parties with different interests to Jushi; risks related to proprietary intellectual property and potential infringement by third parties; risks relating to the management of growth; costs associated with Jushi being a publicly-traded company and a U.S. and Canadian filer; increasing competition in the industry; risks associated with cannabis products manufactured for human consumption including potential product recalls; reliance on key inputs, suppliers and skilled labor; reliance on manufacturers and contractors; risks of supply shortages or supply chain disruptions; cybersecurity risks; constraints on marketing products; fraudulent activity by employees, contractors and consultants; tax and insurance related risks; risk of litigation; conflicts of interest; risks relating to certain remedies being limited and the difficulty of enforcing judgments and effecting service outside of Canada; risks related to completed, pending or future acquisitions or dispositions, including potential future impairment of goodwill or intangibles acquired and/or post-closing disputes; sales of a significant amount of shares by existing shareholders; the limited market for securities of the Company; risks related to the continued performance of existing operations in California, Illinois, Massachusetts, Nevada, Ohio, Pennsylvania, and Virginia; risks related to the anticipated openings of additional dispensaries or relocation of existing dispensaries; risks relating to the expansion and optimization of the grower-processor in Pennsylvania, the vertically integrated facilities in Virginia and Massachusetts and the facility in Nevada; risks related to opening new facilities, which is subject to licensing approval; limited research and data relating to cannabis; risks related to challenges from governmental authorities of positions the Company has taken with respect to tax credits; and risks related to the Company’s critical accounting policies and estimates; and these and other risks identified under the “Risk Factors,” “Management’s Discussion and Analysis of Financial Condition and Results of Operations” and “Business” sections of our most recent Annual Report on Form 10-K and otherwise identified from time to time in our reports and other filings with the U.S. Securities and Exchange Commission and Canadian securities regulators.

Although Jushi has attempted to identify important factors that could cause actual results to differ materially, there may be other factors that cause results not to be as anticipated, estimated or intended. There can be no assurance that such forward-looking information will prove to be accurate as actual results and future events could differ materially from those anticipated in such information. Accordingly, readers should not place undue reliance on the forward-looking information contained in this press release or other forward-looking statements made by Jushi. Forward-looking information is provided and made as of the date of this press release and Jushi does not undertake any obligation to revise or update any forward-looking information or statements other than as required by applicable law.

Unless the context requires otherwise, references in this press release to “Jushi,” “Company,” “we,” “us” and “our” refer to Jushi Holdings Inc. and our subsidiaries.

For further information, please contact: Investor Relations Contact:

561-617-9100
Investors@jushico.com