Court File No. CL-26-00000122-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF THE CANNABIST COMPANY HOLDINGS INC., THE CANNABIST COMPANY HOLDINGS (CANADA) INC., AND COLUMBIA CARE DELAWARE LLC

(Applicants)

AFFIDAVIT OF BRITTNEY KETWAROO
(Sworn August 14, 2026)

I, Brittney Ketwaroo, of the city of Markham, in the Province of Ontario, **MAKE OATH AND SAY:**

1. I am an Associate of Stikeman Elliott LLP, counsel for The Cannabist Company Holdings Inc., The Cannabist Company Holdings (Canada) Inc., and Columbia Care Delaware LLC (collectively, the "**Applicants**").

2. All capitalized terms used in this affidavit and not otherwise defined have the meanings given to them in the affidavits of Grant Kassel sworn July 31, 2026, and August 12, 2026.

3. As noted in the summary of the Vireo Purchase Agreement and Maryland APA, each of the agreements contemplates management services agreements ("**MSA**") or interim consulting agreements ("**ICA**") being entered into with respect to the applicable Company seller entities and the purchaser during the interim period for the transaction.

4. Attached hereto as **Exhibit "A"** is a copy of a substantially complete form of the MSA.

5. Attached hereto as **Exhibit "B"** is a copy of a substantially completed form of the ICA.

6. I swear this affidavit in connection with the Applicants' motion seeking approval of the Remaining States Sale Approval Order and the Maryland Sale Approval Order and for no improper purpose.

SWORN REMOTELY BEFORE ME by Brittney Ketwaroo, stated as being located in the City of Markham, in the Province of Ontario, before me at the City of Toronto, Province of Ontario, this 14th day of August, 2026 in accordance with O. Reg. 431/20, *Administering Oath or Declaration Remotely*.	
DocuSigned by: Lee Nicholson 82C0CC8E694B4AB...	Signed by: Brittney Ketwaroo FA383D6B5B5A42C...
Commissioner for Taking Affidavits **LEE NICHOLSON |** LSO#: 66412I	**BRITTNEY KETWAROO**

This is
EXHIBIT “A”
to the Affidavit of
BRITTNEY KETWAROO
Sworn August 14, 2026

DocuSigned by:
Lee Nicholson
82C0CC8E694B4AB...

Commissioner for Taking Affidavits
LEE NICHOLSON

DRAFT

MANAGEMENT SERVICES AGREEMENT

THIS MANAGEMENT SERVICES AGREEMENT (together with any exhibits, schedules, attachments or amendments, this "**Agreement**"), is made as of August __, 2026 ("**Agreement Date**"), by and among: (i) [●], a Delaware limited liability company (the "**Manager**"); (ii) [●], a Delaware limited liability company (the "**Member**"), (iii) [●], a Colorado corporation ("**Columbia Care Co**"); (iv) [●], a Colorado limited liability company ("**Green Solution**"); and (v) [●], a Colorado limited liability company ("**Futurevision**"). Columbia Care Co, Green Solution and Futurevision are each referred to herein as a "**Company Party**," and collectively as the "**Company Parties**." The Company Parties, the Member, and Manager are each referred to herein as a **"Party**" and collectively as the "**Parties**." Terms used but not defined in this Agreement shall have the meanings set forth in the Purchase Agreement (as defined below).

RECITALS

WHEREAS, the Company Parties hold those certain state and local cannabis business licenses identified in Exhibit A ("**Cannabis Licenses**"), issued by the [Colorado Department of Revenue's Marijuana Enforcement Division ("**MED**") and the applicable local licensing authority ("**Local Licensing Authority**") of the municipal jurisdiction in which the Company conducts (a) cannabis business operations with respect to the Cannabis Licenses] located at the addresses designated in Exhibit A (each, a "**Dispensary**", and collectively, the "**Dispensaries**") and (b) other activities exclusively related to such cannabis business operations of the Dispensaries (collectively, the "**Business**");

[WHEREAS, the Manager is engaged in the business of providing certain management services to cannabis businesses and is a licensed Retail Marijuana Business Operator in accordance with Rule 6-600 of the Colorado Code of Regulations][1];

WHEREAS, pursuant to the Purchase Agreement, dated as of July 19, 2026 ("**Purchase Agreement**"), by and among the Member, The Cannabist Company Holdings Inc., the Company Parties, an affiliate of the Manager ("**Buyer**"), and the other parties thereto, Buyer is purchasing (a) the Cannabis Licenses and (b) certain assets of the Company Parties associated therewith;

WHEREAS, in connection with the Purchase Agreement, the Parties are submitting this Agreement to the MED (and Local Licensing Authority, where applicable) through a Change of Controlling Beneficial Owner Application to the MED for review and approval, to the extent required by the MED and/or any Local Licensing Authority, contingent on the Manager and all applicable individuals associated with the Manager passing all required findings of suitability upon the filing and approval of the appropriate Finding of Suitability Application;

WHEREAS, the Parties acknowledge and agree that the ability to serve as the Manager of the Cannabis Licenses is subject to MED and Local Licensing Authority approvals, and said regulatory approval ("**Effective Date**") shall trigger the Manager's ability to step into the Management Services (as defined below) as set forth herein;

WHEREAS, on March 24, 2026, The Cannabist Company Holdings Inc. and The Cannabist Company Holdings (Canada) Inc. (collectively, the "**Applicants**") and certain of their subsidiaries commenced voluntary proceedings under the Companies' Creditors Arrangement Act (Canada) (the "**CCAA**", and such proceedings, the "**Canadian Proceedings**") in the Ontario Superior Court of Justice (Commercial List) (the "**Canadian Court**"). The initial order granted by the Court (as amended from time to time, the "**Initial Order**") provides for, among other things, a stay of proceedings in favor of the

[1] **Note to Form**: To be updated for applicable regulator.

Applicants and certain of their subsidiaries (the "**Stay**"), including the Company Parties, and the appointment of FTI Consulting Canada Inc. as the monitor of the Applicants (in such capacity, the "**Monitor**"); and

WHEREAS, on March 26, 2026, the United States Bankruptcy Court for the District of Delaware (the "**U.S. Bankruptcy Court**") entered an order granting provisional relief in aid of the Canadian Proceedings pursuant to chapter 15 of the Bankruptcy Code, giving full force and effect to the Initial Order, including the Stay, on a provisional basis in the United States. On May 9, 2026, the U.S. Bankruptcy Court entered an order recognizing the Canadian Proceedings as a foreign main proceeding pursuant to chapter 15 of the U.S. Bankruptcy Code and recognizing and giving full force and effect to the Initial Order; and

WHEREAS, the Parties now desire to enter into this Agreement to reflect the relationship between the Parties and describe with specificity the services to be provided by the Manager hereunder.

AGREEMENT

NOW THEREFORE, in consideration of the recitals, which are hereby incorporated in and made a part of this Agreement as if set forth in their entirety below, and the respective covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties, and intending to be bound, the Parties hereby covenant and agree as follows:

1. Term; Termination.

(a) Term. This Agreement shall commence on the Effective Date and continue until the earlier of (x) the Closing of the Colorado Market pursuant to the Purchase Agreement, (y) the valid termination of the Purchase Agreement with respect to the Colorado Market, or (z) the valid termination of this Agreement pursuant to the terms herein (the "**Term**").

(b) Termination by the Manager. The Manager shall have the right to terminate this Agreement prior to the end of the Term, by delivering written notice to the applicable Company Party, stipulating the effective date of termination, upon the occurrence of any one of the following events: (i) the occurrence of a Company Party's Default (as defined in Section 21) that, if curable, is not cured within the cure period set forth in Section 21; (ii) any grossly negligent, intentional, or willful misconduct of a Company Party that is not cured within fourteen (14) days of receipt of notice thereof, (iii) any Federal Enforcement Action described in Section 25 against the Company Party; (iv) any change or revocation of the Colorado cannabis laws and the rules and regulations promulgated pursuant thereto as they may be amended or modified from time to time, including, without limitation, the Colorado Marijuana Code, § 44-10-101 et seq. (2025), and the regulations promulgated pursuant thereto by MED, 1 C.C.R. 212-3 (effective January 5, 2026 and as may be amended from time to time during the Term hereof) ("**State Cannabis Laws**") and any local or municipal rule or regulation which shall have the effect of prohibiting the legal operation of the Dispensaries or the performance of this Agreement; or (v) with respect to any Dispensary only, the revocation or termination of any of the Cannabis Licenses or suspension of any such Cannabis Licenses for a period of more than ninety (90) days under which such Dispensary operates; provided, that the Manager may not exercise the termination right set forth in clause (v) above if such revocation or termination was primarily caused by the Manager's or its Related Parties' acts or omissions, including any breach of this Agreement.

(c) Termination by a Company Party. Each Company Party shall have the right to terminate this Agreement with respect to the Company Parties and the Member, with or without cause, at any time prior to the end of the Term, by delivering written notice to the Manager, stipulating the effective date of termination.

(d) Effect of Termination. Upon termination of this Agreement, no Party to which such termination is effective shall have any further obligation hereunder except for: (i) any and all obligations accruing prior to the termination (including payments by the Manager pursuant to Section 11) but excluding any payments by the Company Parties of any earned, but unpaid, Management Fees (as defined below); provided that if the Agreement is terminated pursuant to Section 1(c), the obligation to pay such Management Fees will survive such termination); (ii) any and all obligations under Sections 18, 19, 24, and 26, which shall expressly survive beyond termination. No termination of this Agreement shall relieve any Party of liability for its intentional breach of this Agreement. Following the termination of this Agreement, upon the request of another Party, each Party shall promptly return to the other Party all tangible property (including any documents) and all Confidential Information (as defined herein) in its possession or control belonging to the other Party. Further, in the event of termination of this Agreement, if the Company Parties and the Manager so desire, the Parties shall cooperate, in good faith, at their respective expense, to unwind and separate any vendor or service contracts, equipment or inventory agreements, and other arrangements entered into by or on behalf of the Company Parties during the term of this Agreement.

(e) No Further Obligations. Except as expressly set forth in Section 1(d) or as limited or required by Applicable Law (as defined below), neither Party shall be entitled to any other payments or benefits under this Agreement following the end of the Term or termination of this Agreement.

2. Ownership of Cannabis. The Parties acknowledge and agree that all cannabis products or materials (“**Cannabis**”) dispensed, maintained, stored, prepared and/or packaged at the Dispensaries shall remain the sole and exclusive property of each Company Party, respectively, as the sole and exclusive holder of the Cannabis Licenses.

3. Ownership of Cannabis Licenses. Nothing in this Agreement shall be construed as a transfer, assignment, sale or conveyance of the Cannabis Licenses to the Manager or any of the Manager’s successors, affiliates, agents, volunteers, employees or independent contractors. The Cannabis Licenses are, and shall remain, the exclusive property of each of the Company Parties, as identified in Exhibit A, until they are transferred to Buyer under the Purchase Agreement.

4. Acknowledgement of Canadian Proceedings. The Manager acknowledges and agrees that the Company Parties are subsidiaries of the Applicants and are subject to the Canadian Proceedings, the Initial Order and all other orders of the Canadian Court (collectively, the “**Court Orders**”). Notwithstanding any other provision of this Agreement, the Manager shall not knowingly take any action, or cause or direct Company to take any action, that would violate the CCAA, the Initial Order, or any other Court Order. The Company Parties shall keep the Manager informed regarding future developments in connection with the Canadian Proceedings, the Initial Order, and the other Court Orders that relate to or could reasonably be expected to affect the Company Parties, the Business, or the Manager’s performance of the Management Services, and shall deliver as promptly as reasonably practicable to the Manager all correspondence to or from the applicable courts that relate to or could reasonably be expected to affect the Company Parties, the Business, or the Manager’s performance of the Management Services, including, without limitation, all current and future Court Orders. In the event of a conflict between the terms of this Agreement and the terms of any Court Order, the terms of the applicable Court Order shall prevail.

5. Role of the Monitor. The Manager and the Company Parties acknowledge and agree that the Initial Order empowers and directs the Monitor to perform certain supervisory duties in respect of the Company Parties, as Subsidiaries (as defined in the Initial Order), including, without, limitation, as set out in paragraph 33 of the Initial Order. For greater certainty, nothing in this Agreement derogates from the supervisory role of the Monitor under the CCAA, the Initial Order or any other Court Order.

6. Responsibilities, Duties, and Obligations of the Manager. The Manager acknowledges and agrees it shall provide the Management Services (as defined in Section 7) in good faith and with reasonable care in a manner generally consistent with the industry standard.

7. Compliance Matters.

(a) Maintenance and Renewal of Cannabis Licenses; Compliance.

(i) The Manager shall provide the Management Services in compliance in all material respects with the State Cannabis Laws and all other state, local, municipal, and county laws and regulations, including tax, zoning, and permitting laws and regulations, as may be applicable to its business and operations ("**Applicable Laws**").

(ii) Each of the Company Parties and the Manager shall take all commercially reasonable actions to (A) maintain the Cannabis Licenses in good standing and eligible for renewal (the expenses of which shall solely and exclusively be paid out of Operating Funds or otherwise be Funding Obligations); (B) duly and timely file such applications as may be necessary to renew and maintain the Cannabis Licenses throughout the Term; (C) operate the Business in full compliance with the State Cannabis Laws. The Parties shall, and shall cause their Related Parties to, cooperate in good faith with each other to ensure compliance with all requirements for ongoing regulatory and legal compliance, including, without limitation, the Cannabis Laws and all Applicable Laws, which the Parties acknowledge and understand are subject to change as the marketplace for state-compliant cannabis businesses continues to evolve. If necessary to comply with the requirements of the State Cannabis Laws, the Parties hereby agree to use their respective commercially reasonable efforts to take all actions reasonably requested by the other Party to ensure compliance with the Cannabis Laws, including, without limitation, duly and timely filing applications as may be necessary to renew and maintain the Cannabis Licenses during the Term and negotiating in good faith to amend, restate, amend and restate, supplement, or otherwise modify this Agreement to reflect terms that most closely approximate the Parties original intentions but are responsive to and compliant with the requirements of the Applicable Laws or the MED.

(iii) Each Company Party shall promptly notify the Manager and provide the Manager with a copy of any notices, written or verbal, that such Company Party receives from the MED or any other governmental authority regarding the Cannabis Licenses or the Dispensaries' business or operations.

(iv) Promptly, and in no event more than five (5) Business Days following the Agreement Date, each Company Party shall, in coordination and in tandem with the Manager submitting all required Finding of Suitability Applications to the MED, submit a Change of Controlling Beneficial Owner Application for the Cannabis Licenses to the MED in accordance with Rule 2-245 of the Colorado Code of Regulations. The Company Parties and the Manager will further facilitate all required applications, documentation, and information necessary to all applicable Local Licensing Authorities to receive municipal regulatory approval of this Agreement, where necessary. The Manager shall cooperate in good faith and provide all requested information necessary for such submission. The Parties shall provide advanced copies of any document required to be filed with any regulatory authority with respect to this Agreement or the Cannabis Licenses and consider the feedback of the Manager and/or Company Parties in good faith. The Manager agrees to comply with all suitability or qualification requirements mandated by the MED in connection with the performance of the Manager's obligations under this Agreement. All information provided to the MED by the Manager or the Company Parties in connection with this Agreement will be true, complete and correct and will not fail to state a material fact necessary to make any of such information not misleading.

8. Management Services.

(a) During the Term, the Manager shall provide services to the Company Parties as set forth on Exhibit B (the "**Management Services**"). Subject to applicable law, the Management Services may be amended from time to time in a signed writing by the Parties (and such amendment shall replace Exhibit B). The Parties acknowledge that the Management Services to be provided by the Manager under this Agreement include consulting and advisory services regarding the promotion, advertising, distribution, sale, packaging, and storage of regulated cannabis products, subject to the oversight and approval of the applicable Company Party.

(b) In furtherance of the foregoing, as part of the Management Services, the Manager will provide support services in connection with the Dispensaries' daily accounting, bookkeeping, financial reporting and/or tax preparation requirements, to the extent requested by the applicable Company Party and subject to the oversight of the applicable Company Party. The Manager agrees to maintain current and accurate financial books and records for the Company Parties, including the reporting of sales, returns, profit, and loss to the Dispensaries for their respective tax reporting obligations. Notwithstanding anything to the contrary in this Agreement, the Manager shall not be required to provide such services with respect to any income or withholding tax preparation requirements or reporting obligations of or with respect to the Company Parties or any Subsidiary.

(c) The Management Services shall be performed in consultation with and subject to the oversight of the Transition Committee (as defined in the Purchase Agreement), provided that the Transition Committee is intended to facilitate communications among the Parties and is not a formal body empowered to make binding decisions, and the frequency and format of any Transition Committee meeting or communication shall be mutually agreed by the Parties.

(d) The Manager shall prepare for review by the Company Parties and the Monitor all capital and weekly operating budgets as needed (each, a "**Weekly Budget**"), which budgets shall be subject to the approval of such budgets by the Company Parties, in consultation with the Monitor, which is not to be unreasonably withheld. The Manager acknowledges the Company Parties' obligations to, and shall take all actions to ensure that the Company Parties can, deliver to the Monitor a report providing the following information, and the Manager's and/or the Company Parties' commentary in respect thereof: (i) variances of actual disbursements and receipts as compared to those forecasted in the previous Weekly Budget, along with explanations for such variances; (ii) reporting on post-filing accounts payable balances; and (iii) such other information as the Manager, the Company Parties and/or the Monitor determine is necessary for the Monitor to accurately assess the Weekly Budget and the Company Parties' finances, or for the Monitor to otherwise perform its supervisory duties under the CCAA, the Initial Order and any other applicable Court Orders.

9. Management Fees and Expenses. The Parties acknowledge and agree, as good and valuable compensation for the Manager providing the Management Services, subject to the limitations set forth in Section 12, the Company Parties shall pay to the Manager a monthly "**Management Fee**" an amount equal to the lesser of (a) $10,000 *multiplied by* the number of Cannabis Licenses and (b) 50% of net revenues (calculated in accordance with GAAP, consistently applied) attributable solely to the operations of the Dispensaries (which Management Fee, if calculated pursuant to subsection (a) above, shall be pro rated for any partial month during the Term) in immediately available funds to a bank account or accounts designated by the Manager. Except as provided in this paragraph and subject to Section 12, the Management Fee shall be paid in arrears, within thirty (30) days of the end of each calendar month. At the sole discretion and written request of the Manager, the Company Parties may pay the Management Fee, in the aggregate, (i) on the Closing Date as defined in and designated by the Purchase Agreement, or (ii) upon the valid termination of this Agreement. If the MED or any other regulatory body reaches a final and non-appealable determination that the Management Fee or any other amount payable pursuant to this Agreement constitutes a financial interest of the Manager in the Company Parties (as defined by State Cannabis Laws), the Parties shall immediately seek to make such revisions, amendments, and changes to this Agreement necessary (and only those that are necessary) for this Agreement to no longer be found to constitute a financial interest of the Manager in the Company Parties. In accordance with Applicable Law, nothing contained herein shall be construed as providing the Manager an ownership or controlling interest in the Company Parties or any other beneficial interest which would violate Applicable Laws and/or any Company Party's good standing with the MED or any other regulatory authority.

10. Operating Account. As of the Effective Date, the Member, on behalf of the Company Parties, shall designate an existing bank account or bank accounts for the deposit of all operating funds related to the Business (collectively, the "**Operating Account**") and shall designate a representative of the Company Parties; provided that the Manager shall have non-exclusive deposit and inspection rights with respect to the Operating Account and shall not have any rights to control or make disbursements or withdrawals from the Operating Account. The Manager and the Company Parties shall deposit all funds attributable to the operation of the Business in the Operating Account ("**Operating Funds**"). All Operating Funds in the Operating Account shall be utilized exclusively to pay the Tax Reserve and to otherwise pay the costs and expenses of operating the Business as described in Section 12, including, without limitation, maintaining, operating, and managing the Cannabis Licenses. In addition to the other reporting obligations herein, the Manager and the Company Parties shall permit the Monitor to review all bank records related to the Operating Account upon the Monitor's request.

11. Manager Funding Obligations. During the Term of this Agreement, the Manager hereby assumes the obligation for the payment of all operating costs, fees, and other financial responsibilities directly and indirectly related to the management and operations of the Business, including but not limited to: (i) employee payroll and health benefits, accounting and legal services, inventory, third-party fees and services, marketing and advertising, banking fees, insurance, utilities, rent, in each case solely in connection with the operation of the Business (including the Cannabis Licenses); (ii) repairing, rebuilding, and replacing of assets as necessary to maintain the Business' assets in accordance with their condition on the Effective Date (including the payment of any costs and expenses that exceed insurance limitations), (iii) the satisfaction of the Business' contractual obligations, third-party liabilities, and operational losses arising and incurred during the Term of this Agreement, and (iv) maintaining, operating, and managing the Cannabis Licenses (collectively, the "**Funding Obligations**"). To satisfy the Funding Obligations, the Manager may direct the Company Parties to use the Operating Funds, and, to the extent there are no Operating Funds, Manager shall deposit its own funds into the Operating Account sufficient to satisfy such Funding Obligations in accordance with Section 12(b).

12. Operating Funds. As part of the Management Services and unless otherwise agreed in writing by the Member on behalf of the Company Parties and Manager, after the Effective Date, the

Manager shall, subject to the Manager's obligations with respect to the Funding Obligations and Manager Funding pursuant to Section 11 and Section 12(b) below, make recommendations for the payment of, and, subject to Section 8(d), the Company Parties shall actively review as appropriate all reasonable instructions from the Manager with respect to the payment out of the Operating Funds to the extent funds are available therefor with respect to, the below costs as follows:

(a) First, out of the Operating Funds, to such account as directed by the Member on behalf the Companies, an amount equal to the Maximum Combined Marginal Rate of gross profit for the preceding month, as reasonably determined by the Companies Parties' accountant for the specific purpose of funding taxes of the Company Parties due to the Company Party's operation of the Business (the "**Tax Reserve**");

(b) Second, all Funding Obligations; provided that to the extent the Funding Obligations exceed the Operating Funds available for the applicable payment cycle plus any cash reserves of the Companies, then such shortfall shall be funded by the Manager depositing a sufficient amount of its own funds into the Operating Account ("**Manager Funding**", and such amount, the "**Manager Funding Amount**") or, with the consent of the Member, acting reasonably, to the extent commercially reasonable, defer such shortfall until the subsequent month;

(c) Third, the Manager shall be paid any previously funded, accrued and unpaid Manager Funding Amount; then

(d) Fourth, the Manager shall be paid any accrued but unpaid Management Fee.

Subject to the Tax Reserve payments required in this Section 12, the Company Parties will be responsible for Company Parties' payment of taxes attributable to the operations of the Cannabis Licenses during the Term and in the event that the Tax Reserve is insufficient to cover the Company Parties' tax liabilities during the Term of this Agreement, the Manager shall promptly fund any deficiency as a Funding Obligation pursuant to Section 12(b). In the event that the Tax Reserve (including any additional payments made pursuant to the preceding sentence) exceeds the Company Parties' tax liabilities during the Term of this Agreement, such funds shall be Operating Funds and remain deposited in the Operating Account pursuant to this Agreement.

As used herein, "**Maximum Combined Marginal Rate**" means the highest effective marginal combined federal, state and local income tax rate applicable to a corporation engaging in business in the state of Colorado.

13. Restriction on Distributions. During the Term, the Company Parties shall not and shall cause their respective direct and indirect subsidiaries not to (a) make any distribution or declare or pay any dividend to any affiliate, (b) pay or settle any Excluded Liability (as defined in the Purchase Agreement) or any liability related to the period prior to the commencement of the Canadian Proceedings other than those Excluded Liabilities funded directly, dollar-for-dollar, by Manager, or (c) otherwise make any payment of any kind whatsoever to any affiliate other than (i) payments in accordance with written commercial agreements on commercially reasonable, arms-length terms with Manager's (or its representatives') prior consent or (ii) payments for corporate services provided by The Cannabist Company Holdings Inc. and its Subsidiaries to the Company Parties as provided on Schedule I, or as otherwise mutually agreed between the Parties in writing.

14. Business Personnel. The Company Parties shall be responsible for providing certain personnel requested by the Manager to be involved in the operation of the Business ("**Business Personnel**"). All Business Personnel shall be the employees or independent contractors of the Company

Parties. The Company Parties shall be responsible for all matters pertaining to the employment, supervision, compensation, promotion and discharge of Business Personnel that are employees and other Business Personnel engaged by the Company Parties as independent contractors for the operation and maintenance of the Business; provided that the Manager and its Affiliates shall provide as part of the Management Services the human resources management services set forth on **Exhibit B**. The Company Parties shall comply with all Applicable Laws and regulations having to do with workers' compensation, social security, unemployment insurance, hours of labor, wages, working conditions, and other employer-employee related subjects in connection with all employees of the Business. The cost of the Business Personnel, including but not limited to their salaries, benefits, withholding taxes and other associated payroll costs, shall be solely and exclusively be paid out of Operating Funds or otherwise be Funding Obligations. All Business Personnel shall be subject to the general policies and procedures of the Company Parties.

15. Agency Status; Authority; Outside Activities.

(a) Agency. The relationship of the Manager to the Company Parties is that of an agent of each Company Party and none of the provisions of this Agreement shall be construed to or shall create a relationship of joint venture, ownership, or control between the Parties.

(b) Authority of the Manager. Each Company Party hereby exclusively grants to the Manager such authority and power reasonably necessary for the Manager to undertake and perform its responsibilities, duties and obligations hereunder to the fullest extent permitted under Applicable Laws.

(c) Outside Activities. The Company Parties hereby acknowledge and agree that the Manager has had, and from time to time may have, outside activities or interests that conflict or may conflict with the interests of the Company Parties (collectively, "**Outside Activities**"), including investment opportunities or providing services similar to the Management Services to other entities. The Company Parties hereby acknowledge and consent to the Manager engaging in the Outside Activities and acknowledge that the Manager does not have any duty to communicate or offer any opportunity or the existence of any Outside Activities to the Company Parties.

16. Representations and Warranties of the Company Parties. Each Company Party represents, warrants, and covenants to the Manager that as of the Agreement Date:

(a) such Company Party has been duly organized, and is validly existing as a limited liability company under the laws of the State of Colorado;

(b) such Company Party is duly qualified to carry on its business, and is in good standing in each jurisdiction in which the character of its properties, owned or leased, or the nature of its activities makes such qualification necessary;

(c) such Company Party has the full right, power and authority, and has taken all company action necessary, to enter into this Agreement and be bound by and carry out its obligations hereunder, none of which require the consent of any other person or entity;

(d) such Company Party has complied with all requirements for the operation of its business and operations in accordance with the laws of the State of Colorado and any other governmental authority or entity having jurisdiction with respect thereto;

(e) the execution and delivery of this Agreement, and the performance by the Company Party of its obligations pursuant hereto, do not and will not constitute a breach of, or a default under, any other agreement or obligation applicable to the Company Party, including its organizational documents; and

(f) upon execution and delivery of it by the Company Party, this Agreement will constitute the valid and binding obligation of the Company Party, enforceable in accordance with its terms, except to the extent that such enforcement shall be limited by bankruptcy, insolvency, moratorium and other laws affecting the rights of creditors generally.

17. Representations and Warranties of the Manager. The Manager represents, warrants and covenants to the Company Parties that as of the Agreement Date:

(a) the Manager is a limited liability company which was duly organized, and is validly existing under the laws of the state of Delaware;

(b) the Manager is duly qualified to carry out its business, and is in good standing in each jurisdiction in which the character of its properties, owned or leased, or the nature of its activities makes such qualifications necessary;

(c) the Manager has the full right, power and authority, and has taken all limited liability company action necessary, to enter into this Agreement and be bound by the terms of this Agreement, none of which require the consent of any other person or entity;

(d) the Manager has complied with all requirements for the operation of its business and operations in accordance with the laws of the state of its formation and any other governmental authority or entity having jurisdiction with respect thereto (other than US federal cannabis laws). For the avoidance of doubt, this includes certain requirements as may be required under Colorado regulation to provide the Management Services with respect to the Cannabis Licenses discussed herein, including without limitation that the Manager and all affiliated individuals with the Manager are capable of completing all necessary findings of suitability by the MED and being issued their accompanying Retail Marijuana Business Operator Licenses, as that term is defined under MED regulation and as is required to operate a licensed cannabis business in the State of Colorado;

(e) the execution and delivery of this Agreement and the performance by the Manager of its obligations pursuant to this Agreement do not and will not constitute a breach of or a default under any other agreement or obligation applicable to the Manager, including its organizational documents;

(f) upon execution and delivery of this Agreement by the Manager, this Agreement will constitute the valid and binding obligation of the Manager enforceable in accordance with its terms except to the extent that such enforcement shall be limited by bankruptcy, insolvency, moratorium and other laws affecting the rights of creditors generally; and

(g) all information supplied by the Manager or its agents to the Company Parties or their agents as of the date hereof is true, complete and correct and does not fail to state a material fact necessary to make any of such information not misleading.

18. Indemnification.

(a) The Manager hereby agrees, to the fullest extent permitted by law, to defend, indemnify and hold the Member, the Company Parties, and their respective Related Parties, harmless against any and all claims, demands, suits, expenses, fines, penalties, judgments, costs and losses or other forms of liability, including reasonable attorneys' fees and costs (collectively, "**Losses**"), arising out of, resulting from or related to (i) any violation, noncompliance or breach of Applicable Law (including without limitation the State Cannabis Laws), as well as any requirements, rules, regulations and procedures of any governmental authority (excluding Federal Cannabis Laws), resulting from the Manager's performance of the Management Services hereunder or the transactions contemplated hereby, (ii) any breach by the Manager of any of its obligations, covenants, duties, representations, or warranties under this Agreement, or (iii) any acts or omissions by the Manager or its Related Parties in connection with the performance of the Management Services hereunder of the transactions contemplated hereby; provided that in no event shall the Manager have any indemnification obligations pursuant to this Section 18(a) with respect to Losses to the extent such Losses primarily arise from the Company Parties' or their Related Parties' gross negligence, willful misconduct, or uncured breach of this Agreement. The Manager shall promptly notify the Company Parties of any proceeding or threat thereof that is known or becomes known to the Manager that might adversely affect any interest of the Manager, the Member or the Company Parties in connection with this Agreement, the Business, or the Cannabis Licenses.

(b) The Company Parties hereby agree, to the fullest extent permitted by law, to defend, indemnify and hold the Manager and its Related Parties, harmless against any and all Losses arising out of, resulting from or related to (i) any violation, noncompliance or breach of Applicable Law (including without limitation the State Cannabis Laws), as well as any requirements, rules, regulations and procedures of any governmental authority (excluding Federal Cannabis Laws), resulting from the transactions contemplated hereby, (ii) any breach by the Company Parties of any of their obligations, covenants, duties, representations, or warranties under this Agreement, or (iii) any acts or omissions by the Company Parties or their Related Parties in connection with the transactions contemplated hereby; provided that in no event shall the Company Parties have any indemnification obligations pursuant to this Section 18(b) with respect to Losses to the extent such Losses primarily arise from the Manager's or its Related Parties' gross negligence, willful misconduct, or uncured breach of this Agreement. The Company Parties shall promptly notify the Manager of any proceeding or threat thereof that is known or becomes known to the Company Parties that might adversely affect any interest of the Manager, the Member or the Company Parties in connection with this Agreement, the Business, or the Cannabis Licenses.

(c) NEITHER PARTY NOR ANY OF ITS AFFILIATES, MEMBERS, STOCKHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES (EACH A "**RELATED PARTY**", AND COLLECTIVELY, THE "**RELATED PARTIES**") SHALL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, INDIRECT OR SPECIAL DAMAGES OF ANY NATURE ARISING FROM BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE OR ANY OTHER LEGAL THEORY, WHETHER IN TORT OR CONTRACT, INCLUDING WITHOUT LIMITATION LOST PROFITS, EVEN IF SUCH PARTY HAS BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.

19. Confidential Information. The Parties acknowledge that each Party (the "**Receiving Party**") shall have access to material, records, data and information regarding the other Party (the "**Disclosing Party**") not generally available to the public ("**Confidential Information**"). Accordingly, the Receiving Party shall hold in confidence and will not directly or indirectly disclose or use any such Confidential Information except to the extent authorized in writing by the Disclosing Party, as required by law or any competent administrative agency, or as otherwise is reasonably necessary or appropriate in connection with the performance pursuant to this Agreement by the Receiving Party. Confidential Information includes: (a) concepts, (b) business plans and theories, (c) employee training materials and programs, (d) processes for packaging and dispensing cannabis, (e) processes for patient education and

support, (f) policies and procedures, (g) specifications, calculations, data, notes and memoranda, code books, methods of operation, strategies and plans and contracts, (h) financial information, (i) professional fee information, (j) salary and compensation information, (k) cost and profit information, (l) record keeping practices, (m) software, administrative and operational matters and practices, (n) customer and vendor information, (o) development and research work, (p) marketing programs, plans and proposals, (q) other information about internal systems, processes, concepts, practices, and procedures (r) tax information, and (s) other information that is proprietary or confidential to the Disclosing Party. Nothing in this Section 18 shall prohibit or restrict the Manager's obligation to report certain information as required by applicable securities laws. In the event of such disclosure for such purpose, the Manager shall only make such reports or disclosures to the extent required by applicable securities laws. Confidential Information does not include any information (i) that has been disclosed in the public domain, other than as a result of a breach of this Agreement by the Receiving Party, (ii) was already in the possession of the Receiving Party as of the Agreement Date, or (iii) was developed by the Receiving Party without reference to the Confidential Information.

20. Company Parties' Duties to the Manager. Each Company Party shall provide to the Manager access to the Dispensaries and otherwise work with the Manager to provide the Manager with any information or access necessary to perform the Management Services, including the use of the equipment at the Dispensaries, and access to the state seed-to-sale system for the Cannabis Licenses, subject to oversight by such Company Party.

21. Company Parties' Default; the Manager's Remedies. For purposes of this Agreement, a "**Company Party Default**" shall be defined as a breach by a Company Party to perform its covenants and obligations under this Agreement, provided the Company Party shall be provided thirty (30) days after receipt of written notice from the Manager to the Company Party identifying such failure or non-performance to cure such breach. Notwithstanding the foregoing, no cure period shall be provided for any payment default or any breach that is not curable. Upon the occurrence of a Company Party Default (and upon the conclusion of the cure period, if permitted and if such Company Party Default is not timely cured), the Manager may, at its sole option and in its sole discretion, elect to terminate this Agreement pursuant to Section 1(b), effective immediately, upon delivery of written notice to the Company Party, and pursue any remedies available to it at law and equity.

22. Audit Rights. The Company Parties shall retain the authority to audit, or to use an accounting firm of their choosing to audit, the Manager's records relating to its performance under this Agreement, in each case at the Company Parties' sole expense (and such expenses shall not be paid out of Operating Funds or be Funding Obligations). The Manager shall maintain complete and accurate records relating to its performance under this Agreement and shall make such records available to the Company Parties or their designee within ten (10) business days of a reasonable written request therefor; provided that the Company Parties may make such a written request only one (1) time per calendar year. This audit right shall survive the termination or expiration of this Agreement for a period of three (3) years.

23. Manager Default; the Company Party's Remedies. For purposes of this Agreement, a "**Manager Default**" shall be defined as a breach by the Manager to perform its covenants and obligations under this Agreement, provided the Manager shall be provided thirty (30) days after receipt of written notice from the Company Party to the Manager identifying such failure or non-performance to cure such breach. Notwithstanding the foregoing, no cure period shall be provided if the breach is not curable. Upon the occurrence of a Manager Default (and the conclusion of the cure period, if permitted and if such Manager Default is not timely cured), the Company Party may, at its sole option and in its sole discretion, elect to terminate this Agreement pursuant to Section 1(c), effective immediately, upon delivery of written notice to the Manager, and pursue any remedies available to it at law and equity.

24. Dispute Resolution. In the event of any allegation, claim, action or other dispute by the Parties with respect to this Agreement, the performance hereunder or the rights and remedies set forth herein (in each case, a "**Dispute**"), such Dispute shall be referred to the most senior executive of each of the Parties and such senior executives shall attempt to negotiate a resolution to such Dispute with a period of thirty (30) days after such Dispute is referred to the senior executives. If the senior executives cannot resolve the Dispute within such thirty (30) day period, then each of the Parties may pursue any remedy available to them under this Agreement, at law or in equity.

25. Federal Enforcement Actions. While certain states in the United States have adopted Laws that authorize certain activities with relation to cannabis and marijuana, 21 USC §841(A)(I) of the United States Federal Controlled Substances Act 21 USC §811 ("**CSA**") continues to make the manufacture, distribution, or possession with intent to distribute cannabis to certain customers illegal under United States Federal Law. The United States Federal Government regulates cannabis possession and use through the CSA, which classifies marijuana as a Schedule I controlled substance under certain circumstances and as a Schedule III controlled substance under other circumstances. United States Federal Law prohibits physicians from dispensing a Schedule I controlled substance, including marijuana, by prescription. The CSA makes it a crime, amongst other things, to possess and use marijuana, except for medical patients as permitted under and in full compliance with state licensed programs The United States Federal Government may still seek civil and criminal sanctions against any individual or entity that participates in a state legalized marijuana business. The Parties hereto expressly waive any right to rescission of this Agreement, or any claim or defense that this Agreement, or any term or provision hereof, is unenforceable due to the foregoing. Any asserted claim or demand, arising specifically related to any United States Federal Law relating specifically and only to marijuana in any fashion, whether by cultivation, production, distribution, sale or otherwise, by any Person, whether based on contract, tort, implied or express warranty, strict liability criminal or civil statute, ordinance or regulation, common law or otherwise, relating to or arising out of any of the foregoing matters or issues, including without limitation any enforcement of United States Federal Laws or statutes (and any related administrative rules or regulations), whether now or hereinafter existing, to the extent not consistent with applicable state Laws, is referred herein as an "**Federal Enforcement Action**". The foregoing means that each of the Parties could be subject to civil forfeiture of assets or could face criminal penalties. Additionally, the foregoing means that all of the representations and warranties made herein with respect to compliance with any Applicable Law are specifically qualified and limited by the fundamental nature of the Parties' business which is not in compliance with the CSA and, for the avoidance of doubt, no claim may be brought by any Party arising in connection with an Federal Enforcement Action.

26. Governing Law and Jurisdiction. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Colorado. Any action or proceeding seeking to enforce any provision of or based on any right arising out of or otherwise relating to this Agreement shall be brought by the Parties in the state courts located in Colorado, and each Party, for itself and its equityholders, as applicable, hereby submits to the non-exclusive jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceedings and waives any objection to venue laid therein; provided, that if the Canadian Proceeding has commenced or is continuing, any suit, action or other Proceeding, the Parties each hereby expressly attorns and submits to the jurisdiction of, and such suit, action or other Proceeding shall be heard by, the Canadian Court. Subject to Section 18(c), in any claim, cause of action, suit or proceeding arising out of or relating to this Agreement, the prevailing Party shall be entitled to recover from the non-prevailing Party all reasonable attorneys' fees, costs and expenses incurred by the prevailing Party in connection therewith, including any such fees, costs and expenses incurred in connection with any appeal.

27. Waiver. The failure of a Party to enforce any provision of this Agreement at any time, to exercise any election or option provided herein, or to require at any time the performance of any provisions herein will not in any way constitute a waiver of such provision.

28. Severability. If any provision of this Agreement is held to be invalid or unenforceable for any reason whatsoever, the remaining provisions shall remain valid and unimpaired and shall continue in full force and effect.

29. Amendment. This Agreement may only be amended by a written amendment, signed by each Party.

30. Assignment. This Agreement may not be assigned by a Company Party or the Company Parties without the Manager's and, to the extent required by Applicable Law, the MED's prior written consent. This Agreement may not be assigned by the Manager without the Company Parties' and, to the extent required by Applicable Law, the MED's prior written consent.

31. Entire Agreement. This Agreement and the Purchase Agreement contain all of the terms and conditions agreed upon by the Parties, and this Agreement and the Purchase Agreement supersede all other agreements oral or otherwise, in each case, regarding the subject matter hereof.

32. Counterparts. This Agreement may be executed in any number of counterparts (by actual, electronic (.PDF) delivery), each of which when so executed and delivered shall be taken to be an original; but such counterparts shall together constitute one and the same document.

33. Disclaimer and Regulatory Waiver. In the event that (a) the MED notifies a Company Party in writing that any of the Manager's rights or obligations hereunder violate or may violate any applicable State Cannabis Laws, including, without limitation, Title 44, Article 10 of the Colorado Revised Statutes and the regulations promulgated pursuant thereto by the MED as well as any other state or municipal law, rule, regulation, ordinance, decree, notice, or guidance applicable to the Cannabis Licenses, or (b) if the Manager or the Company Party reasonably determines in good faith that the Manager's rights or obligations hereunder are reasonably likely to in any way materially risk the valid status of the Cannabis Licenses, the Manager agrees to and shall promptly waive and/or disclaim any of its rights, and the Company Party agrees to and shall promptly disclaim any of the Manager's obligations, hereunder in order to conform with such applicable State Cannabis Laws (a "**Regulatory Waiver**"), and the Parties hereto agree to work together in good faith to amend this Agreement, if and to the extent necessary, to effectuate the applicable Regulatory Waiver.

34. Notices. Notices. All notices, requests, demands, claims and other communications hereunder will be in writing. Any notice, request, demand, claim or other communication hereunder shall be deemed duly given (a) when delivered personally to the recipient, (b) one (1) business day after being sent to the recipient by reputable overnight courier service (charges prepaid), (c) on the date sent to the recipient by electronic mail (without receipt of any transmission error message) or (d) four (4) business days after being mailed to the recipient by certified or registered mail, return receipt requested and postage prepaid, and addressed to the intended recipient as set forth below. Any Party may change the address to which notices, requests, demands, claims and other communications hereunder are to be delivered by giving the other Parties notice in the manner herein set forth.

If to the Manager:

Vireo Health of Arcadia, LLC
Email: legal@vireohealth.com

Attention: Sean Apfelbaum

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

Dickinson Wright PLLC
Attn: Lloyd Pierre-Louis, Esq.
Email : LPierre-Louis@dickinson-wright.com

If to any Company Party or the Member (prior to the closing), to:

Columbia Care, LLC
Email: David.Hart@cannabistcompany.com; David.Sirolly@cannabistcompany.com
Attention: David Hart; David Sirolly

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

Weil, Gotshal & Manges LLP
767 Fifth Avenue, New York NY 10153
Email: DavidJ.Cohen@weil.com; Mariel.Cruz@weil.com
Attention: David Cohen; Mariel Cruz

[*Signature Pages Follow*]

IN WITNESS WHEREOF, this Agreement has been duly executed as of the date set forth above.

MANAGER:

VIREO HEALTH OF ARCADIA, LLC

By: ___________________________
Name:
Title:

COMPANY PARTIES:

COLUMBIA CARE CO, INC.

By: ___________________________
Name: David Hart
Title: President

THE GREEN SOLUTION, LLC

By: ___________________________
Name: David Hart
Title: President

FUTUREVISION LTD.

By: ___________________________
Name: David Hart
Title: President

MEMBER:

COLUMBIA CARE LLC

By: ___________________________
Name: David Hart
Title: President

SCHEDULE I

APPROVED CANNABIST PAYMENTS

[To be attached].

Exhibit A

LICENSED COLORADO DISPENSARIES

Dispensary (Adult-Use)	402R-00700	The Green Solution LLC (100% owned)	1995 Wewatta St. Denver, CO 80202
Dispensary (Adult-Use)	402R-00743	The Green Solution LLC (100% owned)	3318 S. Federal Blvd, Sheridan, CO 80110
Dispensary (Adult-Use)	402R-00014	The Green Solution LLC (100% owned)	470 Malley Dr. Northglenn, CO 80233
Dispensary - Adult Use	402R-00724	Columbia Care CO, Inc	500 E ROGERS RD LONGMONT CO 80501
Dispensary (Adult-Use)	402R-00742	The Green Solution LLC (100% owned)	51701 Hwy 6 & 24 Glenwood Spgs, CO 81601
Dispensary (Adult-Use)	402R-00298	The Green Solution LLC (100% owned)	6020 W. 20th Ave Edgewater, CO 80214
Dispensary (Adult-Use)	402R-00474	The Green Solution LLC (100% owned)	6681 Federal Blvd, Denver, CO 80221
Dispensary (Medical)	402-00839	The Green Solution LLC (100% owned)	810 N. College Ave, Fort Collins, CO 80524
Dispensary (Adult-Use)	402R-00501	The Green Solution LLC (100% owned)	810 N. College Ave, Fort Collins, CO 80524
Dispensary (Adult-Use)	402R-00640	The Green Solution LLC (100% owned)	110-160 West 84th Ave., Thornton CO
Dispensary (Adult-Use)	402R-00297	The Green Solution LLC (100% owned)	350 S. Potomac, Aurora, CO 80012
Dispensary (Adult-Use)	402R-00296	The Green Solution LLC (100% owned)	1901 S Havana St., Aurora, CO 80014
Dispensary (Adult-Use)	402R-00300	The Green Solution LLC (100% owned)	3179 South Peoria Court, Aurora, CO 80014
Dispensary (Adult-Use)	402R-00666	The Green Solution LLC (100% owned)	19370 East Quincy Avenue, Aurora, CO 80015

Exhibit B

MANAGEMENT SERVICES

In each case, subject to compliance with State Cannabis Laws:

(a) The Manager shall assist the Company Party with implementing standard operating procedures and best practices related to security, inventory control, quality control, recordkeeping, patient education and services, community impact and involvement as well as any procedures or any amendments thereto for the Dispensaries.

(b) The Manager shall assist the Company Party in its administration of onsite security services, including onsite equipment monitoring and maintenance, as well as offsite security monitoring services for the Dispensaries, when necessary.

(c) The Manager shall assist the Company Party with its marketing, including development and dissemination of marketing materials and programs to raise awareness of the Company's products and services for the Dispensaries.

(d) The Manager shall provide information technology ("**IT**") services, including maintenance of IT resources, staffing to support the Dispensaries' IT systems, support of information security and communication systems, database support, disaster recovery, support of Dispensaries maintenance contracts, Dispensaries equipment and software.

(e) The Manager shall assist the Company Party in overseeing the facility maintenance of the Dispensaries.

(f) The Manager shall assist the Company Party in its collection efforts and securely depositing such payments for the Dispensaries into the Company's operating accounts.

(g) The Manager shall provide accounting services to the extent required for each Company Party to close their books in a reasonably timely fashion in the ordinary course of business; provided, however, such accounting services shall not include services with respect to any income or withholding taxes of or with respect the Company Party or any Subsidiary.

(h) The Manager shall assist the Company Party with inventory management, regulatory compliance and the payment of expenses (other than any income or withholding taxes) as it relates to the Dispensaries.

(i) The Manager shall assist the Company Party with the following:

(i) Training, maintaining, supervising existing Dispensaries employees (the "**Labor Force**");

(ii) Identifying and recruiting additional individuals to work at and operate the Dispensaries, as needed; and

(iii) Providing payroll processing services, including paying, withholding and transmitting payroll taxes for the Labor Force, providing unemployment insurance and workers' compensation benefits to the Labor Force, and otherwise handling all employment-related issues related to the Labor Force, including any unemployment and workers' compensation claims involving the Labor Force; provided, that any hiring decisions for individuals identified and recruited to work at and operate the Dispensaries shall be made by the Company Party.

(j) Assist the Company Parties with complying with, and carrying out the terms of, the Initial Order and all other Court Orders in the CCAA Proceedings, including cooperating with the Monitor and assisting the Monitor with its supervisory duties thereunder.

THIS AGREEMENT IS SUBJECT TO STRICT REQUIREMENTS FOR ONGOING REGULATORY COMPLIANCE BY THE PARTIES INCLUDING, WITHOUT LIMITATION, REQUIREMENTS THAT THE PARTIES TAKE NO ACTION IN VIOLATION OF [THE COMMISSION OF NEW JERSEY CANANBIS REGULATORY, ENFORCEMENT ASSISTANCE AND MARKETPLACE MODERNIZATION ACT ("CREAMMA"), N.J.A.C. 17:30 ET SEQ ("CRC REGULATIONS"), OR ANY OTHER APPLICABLE STATE OR LOCAL STATUTE OR REGULATORY REQUIREMENT THEREUNDER, OR THE GUIDANCE OR INSTRUCTION OF THE NEW JERSEY CANANBIS REGULATORY COMMISSION ("CRC" OR "COMMISSION") OR ANY OTHER APPLICABLE REGULATORY BODY OR AGENCY. THIS AGREEMENT CONTAINS SPECIFIC REQUIREMENTS AND COMMITMENTS BY THE PARTIES TO MAINTAIN FULLY THEIR RESPECTIVE COMPLIANCE WITH COMMISSION, CREAMMA AND CRC REGULATORY REQUIREMENTS. THE PARTIES HAVE READ AND FULLY UNDERSTAND THE REQUIREMENTS OF THIS AGREEMENT AND AGREE TO COMPLY WITH THE SAME].

MANAGEMENT SERVICES AGREEMENT

THIS MANAGEMENT SERVICES AGREEMENT ("**Agreement**"), dated as of August __, 2026 ("**Effective Date**"), is entered into by and between [●] ("**Company**") and [●], a Delaware limited liability company ("**Service Provider**"). The Company, on the one hand, and Service Provider, on the other hand, may each also be referred to herein as a "**Party**" and collectively as the "**Parties**." Terms used but not defined in this Agreement shall have the meanings set forth in the Purchase Agreement (as defined below).

Recitals

WHEREAS, the Company is the holder of an Expanded ATC License under CREAMMA and CRC Regulations, consisting of medical cannabis retail licenses as well as adult-use Class 5 Cannabis Retail licenses, as further identified on **Exhibit A** attached hereto and incorporated herein by this reference (collectively, the "**Licenses**" and each, an "**License**") as issued by the Commission, which are operated at the locations set forth on **Exhibit A** attached hereto and incorporated herein by this reference ("**Company Locations**");

WHEREAS, pursuant to the Purchase Agreement, dated as of July 19, 2026 ("**Purchase Agreement**"), by and among the Company, an affiliate of the Service Provider and the other parties thereto, an affiliate of the Service Provider is purchasing all of the equity interests in the Company;

WHEREAS, in connection with the Purchase Agreement, the Company desires to retain the services of Service Provider, and the Service Provider desires to be retained and to undertake certain obligations in connection therewith, to provide certain advisory, consulting, and management services solely to the Licenses, upon the terms and conditions set forth in this Agreement;

WHEREAS, on March 24, 2026, The Cannabist Company Holdings Inc. and The Cannabist Company Holdings (Canada) Inc. (collectively, the "**Applicants**") and certain of their subsidiaries commenced voluntary proceedings under the Companies' Creditors Arrangement Act (Canada) (the "**CCAA**", and such proceedings, the "**Canadian Proceedings**") in the Ontario Superior Court of Justice (Commercial List) (the "**Canadian Court**"). The initial order granted by the Court (as amended from time to time, the "**Initial Order**") provides for, among other things, a stay of proceedings in favor of the Applicants and certain of their subsidiaries (the "**Stay**"), including the Company, and the appointment of FTI Consulting Canada Inc. as the monitor of the Applicants (in such capacity, the "**Monitor**"); and

WHEREAS, on March 26, 2026, the United States Bankruptcy Court for the District of Delaware (the "**U.S. Bankruptcy Court**") entered an order granting provisional relief in aid of the Canadian Proceedings pursuant to chapter 15 of the Bankruptcy Code, giving full force and effect to the Initial Order, including the Stay, on a provisional basis in the United States. On May 9, 2026, the U.S. Bankruptcy Court entered an order recognizing the Canadian Proceedings as a foreign main proceeding pursuant to chapter 15 of the U.S. Bankruptcy Code and recognizing and giving full force and effect to the Initial Order.

NOW, THEREFORE, in consideration of the Recitals, and the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Appointment.

1.1. The Company hereby engages the Service Provider on an exclusive basis, and the Service Provider hereby agrees, upon the terms and subject to the conditions set forth herein, to provide, or cause any of its Affiliates to provide, certain services to the Company as more fully described in Section 3 hereof. For the purposes of this Agreement, an "**Affiliate**" of any specified person or entity means a person or entity that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the person or entity specified. For purposes of this Agreement, "**Subsidiary**" means any subsidiary of a Company and shall, where applicable, also include any direct or indirect subsidiary of a Company formed or acquired after the date hereof.

1.2. The Service Provider acknowledges and agrees that the Company is a subsidiary of the Applicants and are subject to the Canadian Proceedings, the Initial Order and all other orders of the Canadian Court (collectively, the "**Court Orders**"). Notwithstanding any other provision of this Agreement, the Service Provider shall not knowingly take any action, or cause or direct Company to take any action, that would violate the CCAA, the Initial Order, or any other Court Order. The Company shall keep the Service Provider informed regarding future developments in connection with the Canadian Proceedings, the Initial Order, and the other Court Orders that relate to or could reasonably be expected to affect the Company, the Business, or the Service Provider's performance of the Services, and shall deliver as promptly as reasonably practicable to the Service Provider all correspondence to or from the applicable courts that relate to or could reasonably be expected to affect the Company, the Business, or the Service Provider's performance of the Services, including, without limitation, all current and future Court Orders. In the event of a conflict between the terms of this Agreement and the terms of any Court Order, the terms of the applicable Court Order shall prevail.

1.3. Services Provider and Company acknowledge and agree that the Initial Order empowers and directs the Monitor to perform certain supervisory duties in respect of Company, as a Subsidiary (as defined in the Initial Order), including, without limitation, as set out in paragraph 33 of the Initial Order. For greater certainty, nothing in this Agreement derogates from the supervisory role of the Monitor under the CCAA, the Initial Order or any other Court Order.

2. Term and Termination.

2.1. The term of this Agreement shall commence upon the Effective Date and shall continue until the earlier of (x) the Closing of the New Jersey Market pursuant to the Purchase Agreement, (y) the valid termination of the Purchase Agreement, or (z) the valid termination of this Agreement pursuant to the terms herein (the "**Term**"). For the avoidance of any doubt, the Parties recognize that pursuant to N.J.A.C. 17:30-6.9(g), the Term of this Agreement shall not exceed five (5) years.

2.2. This Agreement and the Company's engagement of the Service Provider hereunder may be terminated at any time following the Effective Date:

(a) upon mutual agreement of the Company and the Service Provider.

(b) by the Service Provider:

i. if the Company breaches any provision of this Agreement and either such breach cannot be cured or, if such breach is capable of being cured, it is not cured by such Company within thirty (30) days after such Company's receipt of Service Provider's written notice of such breach (it being agreed that no cure period shall be provided for any payment default or any breach that is not curable);

ii. upon any grossly negligent, intentional, or willful misconduct of Company that is not cured within fourteen (14) days of receipt of notice thereof upon written notice if the Purchase Agreement is validly terminated;

iii. upon any Federal Enforcement Action described in Section 14.16 against the Company;

iv. upon any change or revocation of the Cannabis Laws and the rules and regulations promulgated pursuant thereto as they may be amended or modified from time to time, and any local or municipal rule or regulation which shall have the effect of prohibiting the legal operation of the Company Locations or the performance of this Agreement; or

v. with respect to any Company Location only, the revocation or termination of any of the Licenses or suspension of any such Licenses for a period of more than ninety (90) days under which such Company Location operates; provided, that Service Provider may not exercise the termination right set forth in this clause (v) if such revocation or termination was primarily caused by the Service Provider's or its Related Parties' acts or omissions, including any breach of this Agreement.

(c) by the Company, upon written notice to Service Provider thereof:

i. upon the bankruptcy, receivership, or insolvency of Service Provider;

ii. if the Service Provider materially breaches any obligation to make payments under **Section 8** of this Agreement and either the breach cannot be cured or, if the breach is capable of being cured, it is not cured by the Service Provider within 30 days after the Service Provider's receipt of the Company' written notice of such breach;

iii. upon written notice if the Purchase Agreement is validly terminated; or

iv. upon any final and non-appealable regulatory determination by the Commission that the Service Provider is not in compliance with CREAMMA or CRC Regulations in connection with the performance of its obligations under this Agreement.

2.3. Upon termination of this Agreement, neither Party shall have any further obligation hereunder except for: (i) any and all obligations accruing prior to the termination (including payment by the Service Provider pursuant to Section 7 and excluding payment of any earned, but unpaid Management Fees) and (ii) any and all obligations under Sections 11, 13.4, 14.9, and 14.10, which shall expressly survive beyond termination. No termination of this Agreement shall relieve any Party of liability for its intentional breach of this Agreement. Following the termination of this Agreement, each Party shall promptly return to the other Party all tangible property (including any documents) and all Confidential Information (as defined herein) in its possession or control belonging to the other Party. Further, in the event of termination of this Agreement, if the Company and the Service Provider so desire, the Parties shall cooperate, in good faith, at their respective expense, to unwind and separate any vendor or service contracts, equipment or inventory agreements, and other arrangements entered into by or on behalf of the Company during the term of this Agreement.

3. Services.

3.1. The Company shall at all times exercise ultimate control over the assets and operations of the Licenses (in accordance with CREAMMA and N.J.A.C. 17:30-6.9(d)) and shall retain the ultimate authority and responsibility regarding the powers, duties and responsibilities vested in the Company by law and regulations. The Service Provider and its owners, principals, and staff who are engaged, directly or indirectly, in operating the cannabis business shall be supervised in such operations by the Company and their owners and principals, in compliance with N.J.A.C. 17:30-6.9(d). The Service Provider shall not overrule the Company' owners and principals over the most fundamental decisions of the Company, including the Company' strategic plan or any decision regarding a transfer of ownership interest of an owner, in accordance with N.J.A.C. 17:30-6.9(h)(1)(ix).

3.2. Subject to the foregoing, during the Term of this Agreement, the Service Provider or its Affiliates shall provide the Company with the following services ("**Services**"): (a) certain consulting services to support the continued operational and regulatory requirements of the Company, including those services set forth on **Exhibit B**, and any other services incidental thereto as the Chief Executive Officer or the President of any of the Company may reasonably request from time to time, and (b) subject to each Company's continued control over its operations, other administrative support services, including those services set forth on **Exhibit B**, in connection with: (i) regulatory, compliance, and other matters necessary for the operation of the Licenses, including compliance with CREAMMA and CRC Regulations, (ii) human resources and personnel management services (such as job description formulation, hiring practices, training, and workforce identification and management), (iii) business operations, and (iv) any other related activity for the Company's business ("**Business**"). The Service Provider agrees to provide accounting services to the extent required for the Company to close its books in a reasonably timely fashion in the ordinary course of business. Notwithstanding anything to the contrary in this Agreement, the Service Provider shall not be required to provide such services with respect to any income or withholding tax preparation requirements or reporting obligations of or with respect to the Company or any subsidiary.

3.3. The Company shall use the Services of the Service Provider, and the Service Provider shall make itself available for the performance of the Services. The Service Provider will perform the Services at the times and places reasonably determined by the Service Provider to meet the needs and requirements of the Company. Notwithstanding the provision of the Services, the Service Provider shall at no time direct or control the Company as prohibited by any rules, regulations or orders issued by Commission under CREAMMA and CRC Regulations.

3.4. [As used herein, "**Cannabis Laws**" means CREAMMA (P.L. 2021, c. 16, N.J.S.A. 24:6I-31 *et seq.*), the Jake Honig Compassionate Use Medical Cannabis Act (P.L. 2009, c. 307, N.J.S.A. 24:6I-1 *et seq.*) and the laws of the State of New Jersey relating to the cultivation, manufacture, production, distribution and/or retail sale of medical and recreational or adult-use cannabis, and any applicable local ordinances, rules or regulations relating to cannabis. The Parties acknowledge and agree that the Commission issued the Licenses or may in the future receive applications to transfer ownership or control of the Licenses to the Company and that in compliance with Cannabis Laws, the current and future Licenses shall remain the licenses of the applicable Company, and nothing in this Agreement shall be construed as a transfer, assignment, sale or conveyance of the Licenses, or any portion thereof, or ownership interests, including financial, voting or control interests in the Licenses, to the Service Provider or any of Service Provider's successors, affiliates, agents, volunteers, employees or independent contractors. The Parties further acknowledge and agree that all cannabis products cultivated, processed, and sold under and pursuant to the Licenses at the Company Locations approved by Commission for such activities ("**Cannabis Products**") shall remain the sole and exclusive property of Company and the applicable Company shall be the sole and exclusive holder of the Licenses.]

3.5. The Services shall be performed in consultation with and subject to the oversight of the Transition Committee (as defined in the Purchase Agreement), provided that the Transition Committee is intended to facilitate communications among the Parties and is not a formal body empowered to make binding decisions, and the frequency and format of any Transition Committee meeting or communication shall be mutually agreed by the Parties.

4. <u>Compliance Matters</u>.

4.1. <u>Compliance</u>. Service Provider shall cause the Services to be performed in compliance in all material respects with CREAMMA, CRC Regulations, all other applicable state, local, municipal and county laws and regulations, including tax, zoning, and permitting laws and regulations, as may be applicable to its business and operations, and all requirements of Commission ("**Applicable Laws**"). The Parties shall cooperate in good faith with each other to ensure compliance with all requirements for ongoing regulatory and legal compliance, including, without limitation, the Cannabis Laws and all Applicable Law. The Company and their Affiliates shall review and consider all reasonable written instructions from Service Provider to ensure that all Parties comply with all requirements for ongoing regulatory and legal compliance, including, without limitation, the Cannabis Laws and all Applicable Laws, which the Parties acknowledge and understand are subject to change as the marketplace for state-compliant cannabis businesses continues to evolve. If necessary to comply with the requirements of the Cannabis Laws and/or Commission, the Parties hereby agree to use their respective commercially reasonable efforts to take all actions reasonably requested by the other Party to ensure compliance with the Cannabis Laws and/or the Commission, including, without limitation, negotiating in good faith to amend, restate, amend and restate, supplement, or otherwise modify this Agreement to reflect terms that most closely approximate the Parties original intentions but are responsive to and compliant with the requirements of the Cannabis Laws and/or Commission. Notwithstanding the foregoing, the Parties acknowledge that Services to be provided by Service Provider under this Agreement include the promotion, advertising, distribution, sale, packaging, and storage of the Cannabis Products, including compliance with the terms in this **Section 4**.

4.2. Inspections. So that Service Provider can ensure the Company and their Affiliates' compliance with **Section 4**, the Company and their Affiliates shall permit Service Provider (or its authorized representative), on reasonable advance notice and during normal business hours, and subject to the confidentiality obligations contained herein, to inspect all facilities and records used in the promotion, advertising, distribution, sale, packaging, distribution, or storage of cannabis products. If Service Provider identifies any violations during any such inspections, rejects any sample, or otherwise notifies the Company of any non- compliance with the requirements of **Section 4**, the Company shall not begin (or shall immediately halt) distribution of the affected Cannabis Products until Service Provider confirms to the Company in writing that the Company has remedied any such non-compliance.

5. Management Fee. The Parties acknowledge and agree, as good and valuable compensation for the Service Provider providing the Services, the Company shall pay to the Service Provider a monthly management fee ("**Management Fee**") equal to $10,000 *multiplied by* the number of Licenses. In the event that all or some portion of the Management Fee is not paid due to a lack of funds in the Operating Account, the Management Fee shall carry-over and remain payable until the Operating Account does contain funds sufficient to pay the Management Fee and said Management Fees which are in arrears shall be paid out of the Operating Account as soon as any funds are available in the Operating Account while permitting a working capital balance of the Company. At the sole discretion and written request of the Service Provider, the Company may pay the Management Fee, in the aggregate, (i) on the Closing Date as defined in and designated by the Purchase Agreement, or (ii) upon the valid termination of this Agreement. If the Commission or any other regulatory body reaches a final and non-appealable determination that the Management Fee or any other amount payable pursuant to this Agreement constitutes a financial interest of the Service Provider in the Company (as defined by CREAMMA or CRC regulations), the Parties shall immediately seek to make such revisions, amendments, and changes to this Agreement necessary (and only those that are necessary) for this Agreement to no longer be found to be a financial interest of the Service Provider in the Company. In accordance with Applicable Law, nothing contained herein shall be construed as to be a profit-sharing arrangement or providing Service Provider an ownership or controlling interest in Company or any other beneficial interest which would violate Applicable Laws and/or any Company's good standing with the Commission or any other regulatory authority.

6. Operating Account. As of the Effective Date, the Company shall establish a bank account or bank accounts for the deposit of all operating costs, fees, and other financial responsibilities directly and indirectly related to the management and operations of the Business (collectively, the "**Operating Account**") and shall designate Service Provider's designated representative and the Company's designated representative as the sole authorized signatories; provided that the Service Provider shall have non-exclusive deposit and inspection rights with respect to the Operating Account and shall not have any rights to control or make disbursements or withdrawals from the Operating Account. The Service Provider and the Company shall deposit all funds attributable to the operation of the Business in the Operating Account ("**Operating Funds**"). All Operating Funds in the Operating Account shall be utilized exclusively to pay the Management Fees, to pay the Tax Reserve, to reimburse Service Provider for its costs and expenses in accordance with **Section 8**, and otherwise to pay the costs and expenses of operating the Business, including, without limitation, maintaining, operating, and managing the License. In addition to their other reporting obligations herein, the Services Provider and Company shall permit the Monitor to review all bank records related to the Operating Account upon the Monitor's request.

7. Service Provider Funding Obligations. During the Term of this Agreement, Service Provider hereby assumes the obligation for the payment of all operating costs, fees, and other financial responsibilities directly and indirectly related to the management and operations of the Company, including but not limited to: (i) employee payroll and health benefits, accounting and legal services, inventory, third-party fees and services, marketing and advertising, banking fees, insurance, utilities, rent, in each case solely in connection with the operation of the Business (including the License); (ii) repair, rebuild, and replacement of assets as necessary to maintain the Company' assets in accordance with their condition on the Effective Date (including the payment of any costs and expenses that exceed insurance limitations), (iii) satisfaction of the Company' contractual obligations, third-party liabilities, and operational losses arising and incurred during the Term of this Agreement, and (iv) maintaining, operating, and managing the License (collectively, the "**Funding Obligations**"). To satisfy the Funding Obligations, Service Provider shall use the Operating Funds, and, to the extent there are no Operating Funds, Service Provider shall deposit its own funds into the Operating Account sufficient to satisfy such Funding Obligations in accordance with **Section 8.2**.

8. **Operating Funds**. As part of the Services and unless otherwise agreed in writing by the Company and Service Provider, after the Effective Date, the Service Provider shall, subject to the Service Provider's obligations with respect to the Funding Obligations and Manager Funding pursuant to **Section 7** and **Section 8.2** below, make recommendations for the payment of, and the Company shall actively review as appropriate all reasonable instructions from the Service Provider with respect to the payment out of the Operating Funds to the extent funds are available therefor with respect to, the below costs as follows:

8.1. First, out of the Operating Funds, to such account as directed by the Company, an amount equal to the Maximum Combined Marginal Rate of gross profit for the preceding month, as reasonably determined by the Company' accountant for the specific purpose of funding taxes of the Company due to the Company' operation of the Business ("**Tax Reserve**");

8.2. Second, all Funding Obligations; provided, however, to the extent the Funding Obligations exceed the Operating Funds available for such month plus any cash reserves of the Company, then such shortfall shall be funded by the Service Provider depositing its own funds into the Operating Account (the "**Service Provider Funding**", and such amount, the "**Service Provider Funding Amount**") or, with the consent of the Company, acting reasonably, to the extent commercially reasonable, defer such shortall until the subsequent month;

8.3. Third, Service Provider shall be paid any previously funded, accrued and unpaid Service Provider Funding Amount; then

8.4. Fourth, Service Provider shall be paid any accrued but unpaid Management Fee.

Subject to the Tax Reserve payments required in this **Section 8**, the Company will be responsible for Company' payment of taxes attributable to the operations of the License and Company Locations during the Term. If the Tax Reserve (including any additional payments made pursuant to the preceding sentence) exceeds the Company' tax liabilities during the Term of this Agreement, the Service Provider shall have access to any such surplus for use as Operating Funds pursuant to this Agreement. For the avoidance of doubt, nothing in this Agreement shall be construed to grant Service Provider any security interest, in accordance with N.J.A.C. 17:30-6.9(e). **FOR THE SAKE OF CLARITY, THE TAX RESERVE SHALL NOT INCLUDE, NOR SHALL THE OPERATING FUNDS BE USED TO PAY, ANY TAX LIABILITIES OF ANY COMPANY FOR ANY PERIOD PRIOR TO THE EFFECTIVE DATE.**

As used herein, "**Maximum Combined Marginal Rate**" means the highest average effective marginal combined federal, state, and local income tax rate applicable to owners of a Canadian corporation as determined in good faith by Service Provider.

9. **Business Personnel**. The Company shall be responsible for providing all personnel involved in the operation of the Business ("**Business Personnel**"). All Business Personnel shall be the employees or independent contractors of the Company. The Company shall be responsible for all matters pertaining to the employment, supervision, compensation, promotion and discharge of Business Personnel that are employees and other Business Personnel engaged by the Company as independent contractors for the operation and maintenance of the Business. The cost of the Business Personnel, including but not limited to their salaries, benefits, withholding taxes and other associated payroll costs, shall be solely and exclusively be paid out of Operating Funds or otherwise be Funding Obligations. All Business Personnel shall be subject to the general policies and procedures of the Company.

10. Warranties; Limitation of Liability.

10.1. Warranties. Service Provider shall provide the Services in a professional and workmanlike manner in accordance with generally recognized industry standards in the Service Provider's field.

10.2. Limitation of Liability. NEITHER PARTY NOR ANY OF ITS AFFILIATES, MEMBERS, STOCKHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES (EACH A "**RELATED PARTY**", AND COLLECTIVELY, THE "**RELATED PARTIES**") SHALL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, INDIRECT OR SPECIAL DAMAGES OF ANY NATURE ARISING FROM BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE OR ANY OTHER LEGAL THEORY, WHETHER IN TORT OR CONTRACT, INCLUDING WITHOUT LIMITATION LOST PROFITS, EVEN IF SUCH PARTY HAS BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.

10.3. Disclaimer. Except as expressly set forth in this Agreement, the Service Provider makes no representations or warranties, express or implied, with respect to the Services to be provided by it hereunder. If Service Provider's performance of its obligations under this Agreement is prevented or delayed by any act or omission of the Company or its agents, or employees outside of Service Provider's reasonable control, Service Provider shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by the Company arising from such prevention or delay. The Company expressly acknowledge and agree that the Service Provider shall not have any fiduciary duty to the Company, its members or managers, and the Company hereby expressly disclaims any such duty.

11. Indemnification.

11.1. The Service Provider hereby agrees, to the fullest extent permitted by law, to defend, indemnify and hold the Company and its Related Parties, harmless against any and all claims, demands, suits, expenses, fines, penalties, judgments, costs and losses or other forms of liability, including reasonable attorneys' fees and costs (collectively, "**Losses**"), arising out of, resulting from or related to (i) any violation, noncompliance or breach of Applicable Law (including without limitation the Cannabis Laws), as well as any requirements, rules, regulations and procedures of any governmental authority (excluding Federal Cannabis Laws), resulting from the Service Provider's performance of the Services hereunder or the transactions contemplated hereby, (ii) any breach by the Service Provider of any of its obligations, covenants, duties, representations, or warranties under this Agreement, or (iii) any acts or omissions by the Service Provider or its Related Parties in connection with the performance of the Services hereunder of the transactions contemplated hereby; provided that in no event shall the Service Provider have any indemnification obligations pursuant to this Section 11(a) with respect to Losses to the extent such Losses primarily arise from the Company's or its Related Parties' gross negligence, willful misconduct, or uncured breach of this Agreement. The Service Provider shall promptly notify the Company of any proceeding or threat thereof that is known or becomes known to the Service Provider that might adversely affect any interest of the Service Provider or the Company in connection with this Agreement, the Business, or the Licenses.

11.2. The Company hereby agrees, to the fullest extent permitted by law, to defend, indemnify and hold the Service Provider and its Related Parties, harmless against any and all Losses arising out of, resulting from or related to (i) any violation, noncompliance or breach of Applicable Law (including without limitation the Cannabis Laws), as well as any requirements, rules, regulations and procedures of any governmental authority (excluding Federal Cannabis Laws), resulting from the transactions contemplated hereby, (ii) any breach by the Company of any of its obligations, covenants, duties, representations, or warranties under this Agreement, or (iii) any acts or omissions by the Company or their Related Parties in connection with the transactions contemplated hereby; provided that in no event shall the

Company have any indemnification obligations pursuant to this Section 11(b) with respect to Losses to the extent such Losses primarily arise from the Service Provider's or its Related Parties' gross negligence, willful misconduct, or uncured breach of this Agreement. The Company shall promptly notify the Service Provider of any proceeding or threat thereof that is known or becomes known to the Company that might adversely affect any interest of the Service Provider or the Company in connection with this Agreement, the Business, or the Licenses.

12. Independent Contractor. Nothing herein shall be construed to create a joint venture or partnership between the Parties or an employee/employer relationship. The Service Provider shall be an independent contractor pursuant to this Agreement.

13. Covenants.

13.1. Exclusivity; Permissible Activities. During the Term of this Agreement, the Company shall not engage any other person or entity to provide any of the Services to, for or on behalf of the Company other than the Service Provider. Nothing herein shall in any way preclude the Service Provider or its Affiliates or their respective Related Parties from engaging in similar business activities or from performing like services for its or their own account or for the account of others including, without limitation, Company which may be in competition with the business (including the Business) conducted by the Company and any of its Affiliates.

13.2. [Maintenance of Adequate Capital. During the Term of this Agreement, the Company shall provide written notice as soon as reasonably practicable to Service Provider of any proposed distributions to their members or any material inter-Company payments other than for corporate services provided by The Cannabist Company Holdings Inc. and its Subsidiaries to the Company as provided on Schedule I, or as otherwise mutually agreed between the Parties in writing; provided, however, that the Company' right to make such distributions and payments shall not require the prior written consent of Service Provider, and such decisions shall remain within the ultimate authority of the Company in accordance with N.J.A.C. 17:30-6.9(h)(1)(ix).]

13.3. Insurance. Service Provider will ensure that the Company shall at all times during the Term maintain in full force and effect, policies of insurance in such amounts and with such coverages as currently in place and as required under Applicable Laws as well as any additional amounts or coverages that may become required under law, including, without limitation, (i) commercial general and product liability insurance, (ii) all risk property insurance, including fire and extended coverage, vandalism and malicious mischief insurance for the replacement value of the such Party's facilities, improvements, and contents, and (iii) any other insurance policies, such as business interruption, automobile, flood, and unemployment and workers compensation issuance required by law or as otherwise reasonably requested by Service Provider. The costs of the insurance shall be a Funding Obligation. All such policies must be issued by reputable carriers and contain all the types and minimum coverages, exclusions, and maximum deductibles as commercially reasonable. In all such policies of insurance, Service Provider must be named as an additional insured and all such policies must provide that Service Provider will be sent duplicate copies of all documentation and correspondence from the insurer. The Company and Service Provider will cooperate to obtain a certificate of coverage issued by the insurer indicating that all required insurance is in full force and effect and that it will not be terminated, permitted to lapse, expire, or be changed without at least thirty (30) days' prior written notice to Service Provider.

13.4. Confidentiality. The Company and Service Provider shall, and shall cause their Affiliates to, hold, and shall use their reasonable best efforts to cause its or their respective directors, managers, officers, employees, consultants, counsel, accountants, and other agents ("**Representatives**") to hold, in confidence any and all information, whether written or oral, concerning this Agreement and any information exchanged pursuant to this Agreement (the "**Confidential Information**"), except to the extent that the Company or Service Provider can show that such information: (a) is generally available to and known by the public through no fault of any Company or Service Provider, any of its Affiliates, or their respective Representatives, as applicable; or (b) is lawfully acquired by any Company or Service Provider, any of its Affiliates, or their respective Representatives, as applicable, from and after the Effective Date from sources which are not prohibited from disclosing such information by a legal, contractual, or fiduciary obligation. If any Company or Service Provider or any of their respective Affiliates or their respective Representatives are compelled to disclose any information by governmental order or

Applicable Laws, the Company or Service Provider shall promptly notify each other in writing and shall disclose only that portion of such information which is legally required to be disclosed, provided that the Company and Service Provider shall use reasonable best efforts to obtain as promptly as possible an appropriate protective order or other reasonable assurance that confidential treatment will be accorded such information. Notwithstanding anything to the contrary herein, nothing herein shall limit any obligation Service Provider or its Affiliates may have to disclose any Confidential Information or this Agreement under applicable securities laws (without any obligation in respect of this paragraph).

13.5. Audit Rights of License Holder. In accordance with N.J.A.C. 17:30-6.9(l), the Company shall retain the authority to audit, or to use an accounting firm of their choosing to audit, the Service Provider's records relating to its performance under this Agreement in each case at the Company's sole expense (and such expenses shall not be paid out of Operating Funds or be Funding Obligations). The Service Provider shall maintain complete and accurate records relating to its performance under this Agreement and shall make such records available to the Company or their designee within ten (10) business days of a written request therefor; provided that the Company may make such a written request only one (1) time per calendar year. This audit right shall survive the termination or expiration of this Agreement for a period of three (3) years.

14. Miscellaneous.

14.1. Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (other than routine communications having no legal effect) must be in writing and will be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); or (c) on the date sent by email (with confirmation of transmission or receipt). Such communications must be sent to the respective Parties at the addresses indicated below (or at such other address for a Party as may be specified in a notice given in accordance with this Section 14.1).

If to Company:	[●] [●] Attn: [●] Email: [●]
With a copy to:	Weil, Gotshal & Manges LLP 767 Fifth Avenue New York, NY 10153 Attn: David Cohen; Mariel Cruz Email: DavidJ.Cohen@weil.com; Mariel.Cruz@weil.com
If to the Service Provider:	[●] [●] Attn: [●] Email: [●]
With a copy to:	Dickinson Wright, PLLC 1825 Eye Street, N.W. Suite 900 Washington, D.C. 20006 Attn: Jonathan R. Wachs jwachs@dwlaw.com

14.2. Interpretation. For purposes of this Agreement, (a) the words "include," "includes," and "including" will be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Agreement as a whole.

Unless the context otherwise requires, references herein: (x) to Sections refer to the Sections of this Agreement; (y) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement will be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

14.3. Headings. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

14.4. Entire Agreement. This Agreement and the Purchase Agreement constitute the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

14.5. No Third-Party Beneficiaries. Except as expressly set for in **Section 11** with respect to Indemnified Parties, this Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or will confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.

14.6. Binding Agreement. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns. Neither Party may assign its rights or obligations hereunder without the prior written consent of the other Party; provided, however, that a Party may be free to enter into a Collateral Assignment of Material Contracts with Chicago Atlantic Admin, LLC, as administrative agent for the syndicate of lender providing financing accommodations to the Company and certain of their Affiliates or to the Service Provider and certain of its Affiliates. Subject to N.J.A.C. 17:30-6.9(j), neither Party may assign its rights or obligations hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. For the avoidance of doubt, any and all assignments otherwise permitted hereunder shall be submitted, where required under N.J.A.C. 17:30-6.9(j), to the Commission, including, as it relates to any previously required submissions detailing the ownership of the Service Provider, and shall be subject to any required determination as to whether any such proposed assignment complies with CREAMMA. and/or CRC Regulations. No assignment shall relieve the assigning Party of any of its obligations hereunder. Any attempted assignment, transfer or other conveyance in violation of the foregoing shall be null and void.

14.7. Amendment and Modification; Waiver. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party, including any amendment required by Section 14.8 and/or Section 14.15. For the avoidance of doubt, any and all amendments and/or modifications permitted hereunder shall be subject, where applicable, to the requirements of N.J.A.C. 17:30-6.9(j), including any proposed material changes to information detailing any remuneration paid, or to be paid, to the Service Provider by the Company, for a determination by the Commission as to whether any such change compliance with CREAMMA and/or CRC Regulations. No waiver by either Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the waiving Party. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

14.8. Severability; Savings Clause. If any provision of this Agreement or the application of any such provision to any person(s) or circumstance(s) shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall remain in force and the provision held to be invalid, illegal or unenforceable shall be enforced to the maximum extent permitted by law and in a manner consistent with the original intent of the Parties. If Commission or any other regulatory body reaches a final and non-appealable determination that this Agreement violates the Cannabis Laws, the Parties shall immediately make such revisions, amendments, and changes to this Agreement necessary (and only those that are necessary) for this Agreement to no longer be found to be in violation.

14.9. [Dispute Resolution; Governing Law; Submission to Jurisdiction. In the event of any allegation, claim, action or other dispute by the Parties with respect to this Agreement, the performance hereunder or the rights and remedies set forth herein (in each case, a "**Dispute**"), such Dispute shall be referred to the most senior executive of each of the Parties and such senior executives shall attempt to negotiate a resolution to such Dispute with a period of thirty (30) days after such Dispute is referred to the senior executives. If the senior executives cannot resolve the Dispute within such thirty (30) day period, then each of the Parties may pursue any remedy available to them under this Agreement, at law or in equity. This Agreement is governed by and construed in accordance with the internal laws of the State of New Jersey without giving effect to any choice or conflict of law provision or rule (whether of the State of New Jersey or any other jurisdiction) that would cause the application of laws of any other. Any legal suit, action, or proceeding arising out of or related to this Agreement will be instituted exclusively in the federal courts of the United States or courts of the State of New Jersey and any appellate court from any thereof, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding; provided, that if the Canadian Proceeding has commenced or is continuing, any suit, action or other Proceeding, the Parties each hereby expressly attorns and submits to the jurisdiction of, and such suit, action or other Proceeding shall be heard by, the Canadian Court. Service of process, summons, notice, or other document by mail to such Party's address set forth herein will be effective service of process for any suit, action, or other proceeding brought in any such court.]

14.10. Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY DISPUTE THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 13.10.

14.11. Attorneys' Fees. In the event that any claim, suit, action, or proceeding is instituted or commenced by either Party hereto against the other Party arising out of or related to this Agreement, the prevailing Party will be entitled to recover its reasonable attorneys' fees and court costs from the non-prevailing Party.

14.12. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same agreement. A signed copy of this Agreement delivered by email, or other means of electronic transmission (to which a signed PDF copy is attached) will be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

14.13. Regulatory Approval. To the extent that this Agreement and/or the obligations of the Parties hereunder become expressly subject to any approvals of the Commission required by law, the Parties will use their commercially reasonable efforts and will mutually cooperate to obtain any such required approvals as promptly as possible.

14.14. Further Assurances. Each of the Parties shall, and shall cause its respective Affiliates to, from time to time at the request and sole expense of the other Party, furnish the other Party such further information or assurances, execute and deliver such additional documents, instruments and conveyances, and take such other actions and do such other things, as may be reasonably necessary or appropriate to carry out the provisions of this

Agreement and give effect to the transactions contemplated hereby.

14.15. Compliance with Laws. All requirements for ongoing regulatory and legal compliance, including, without limitation, the Cannabis Laws, and all requirements of the Commission with legal effect, which the Parties acknowledge and understand are subject to change as the marketplace for state-compliant cannabis businesses continues to evolve. If necessary to comply with the requirements of the Cannabis Laws and Commission, the Parties hereby agree to use their respective commercially reasonable efforts to take all actions reasonably requested by the other Party to ensure compliance with the Cannabis Laws and Commission requirements of legal effect, including, without limitation, negotiating immediately in good faith to amend, restate, amend and restate, supplement, or otherwise modify this Agreement to reflect terms that most closely approximate the Parties' original intentions but are responsive to and compliant with the requirements of the Cannabis Laws and requirements of Commission with legal effect.

14.16. Federal Cannabis Laws. While certain states in the United States have adopted Laws that authorize certain activities with relation to cannabis and marijuana, 21 USC §841(A)(I) of the United States Federal Controlled Substances Act 21 USC §811 ("CSA") continues to make the manufacture, distribution, or possession with intent to distribute cannabis to certain customers illegal under United States Federal Law. The United States Federal Government regulates cannabis possession and use through the CSA, which classifies marijuana as a Schedule I controlled substance under certain circumstances and as a Schedule III controlled substance under other circumstances. United States Federal Law prohibits physicians from dispensing a Schedule I controlled substance, including marijuana, by prescription. The CSA makes it a crime, amongst other things, to possess and use marijuana, except for medical patients as permitted under and in full compliance with state licensed programs The United States Federal Government may still seek civil and criminal sanctions against any individual or entity that participates in a state legalized marijuana business. The Parties hereto expressly waive any right to rescission of this Agreement, or any claim or defense that this Agreement, or any term or provision hereof, is unenforceable due to the foregoing. Any asserted claim or demand, arising specifically related to any United States Federal Law relating specifically and only to marijuana in any fashion, whether by cultivation, production, distribution, sale or otherwise, by any Person, whether based on contract, tort, implied or express warranty, strict liability criminal or civil statute, ordinance or regulation, common law or otherwise, relating to or arising out of any of the foregoing matters or issues, including without limitation any enforcement of United States Federal Laws or statutes (and any related administrative rules or regulations), whether now or hereinafter existing, to the extent not consistent with applicable state Laws, is referred herein as an "**Federal Enforcement Action**". The foregoing means that each of the Parties could be subject to civil forfeiture of assets or could face criminal penalties. Additionally, the foregoing means that all of the representations and warranties made herein with respect to compliance with any Applicable Law are specifically qualified and limited by the fundamental nature of the Parties' business which is not in compliance with the CSA and, for the avoidance of doubt, no claim may be brought by any Party arising in connection with an Federal Enforcement Action.

[***REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS***]

IN WITNESS WHEREOF, the Parties hereto, by and through their duly authorized officers, have caused this Management Services Agreement to be signed as of the Effective Date.

Company: [●]

By: ______________________________
Name: David Hart
Title: President

Service Provider: [●]

By: ______________________________
Name:
Title:

SCHEDULE I – APPROVED CANNABIST PAYMENTS

EXHIBIT A - LICENSES AND COMPANY LOCATIONS

License Type	License Number	Location Address
Standard Dispensaries:		
Class 5 Retail/Medical Cannabis Retail Endorsement	RE000964 MRE000045	4476 BLACK HORSE PIKE, MAYS LANDING, ATLANTIC NJ - 08330
Class 5 Retail/Medical Cannabis Retail Endorsement	RE000011 MRE000806	1692 CLEMENTS BRIDGE RD, DEPTFORD, GLOUCESTER NJ - 08096
Class 5 Retail/Medical Cannabis Retail Endorsement	RE000010 MRE000807	1062 N DELSEA DR, VINELAND, CUMBERLAND NJ - 08360

EXHIBIT B – SERVICES

Service Provider shall perform the following Services:

(a) Advice regarding regulatory, compliance, and other matters necessary for the procurement, issuance, management, and/or transfer of the Licenses with respect to the sale of medicinal and/or recreational (adult-use) cannabis, including compliance with all legal, tax, accounting, security, reporting, and other requirements;

(b) Advice regarding human resources and personnel management services such as job description formulation, hiring practices, employee training, facility staffing, workforce identification and management, and employment policies and practices;

(c) Advice regarding business operations advice, including budgeting, vendor and supplier identification and management, procurement policies and practices, inventory management, insurance, marketing, product offerings, product sales;

(d) Advice regarding any other Business-related activity, including, but not limited to, seeking banking, financing, and other related services for the Company; and

(e) Assist the Company with complying with, and carrying out the terms of, the Initial Order and all other Court Orders in the CCAA Proceedings, including cooperating with the Monitor and assisting the Monitor with its supervisory duties thereunder.

This is
EXHIBIT "B"
to the Affidavit of
BRITTNEY KETWAROO
Sworn August 14, 2026

DocuSigned by:
Lee Nicholson
82C0CC8E694B4AB...

Commissioner for Taking Affidavits
LEE NICHOLSON

DRAFT

INTERIM CONSULTING AGREEMENT

This Interim Consulting Agreement (this "Agreement"), effective as of August __, 2026 (the "Effective Date"), is made by and between [●], a Delaware limited liability company ("Consultant") and [●], a West Virginia limited liability company ("Company"). Consultant and Company are each individually referred to as a "Party" and collectively as the "Parties." Certain capitalized terms used herein and not defined in the body of this Agreement are defined in Schedule 1 hereto. Terms used but not defined in this Agreement shall have the meanings set forth in the Purchase Agreement (as defined below).

[WHEREAS, Company holds medical cannabis permits, as more fully described on Exhibit C (collectively, the "Licenses") each of which entitles Company to operate a certain business ("Business") at the specific locations identified on Exhibit C (the "Facilities") under the license numbers corresponding with each such Facility, subject to and in accordance with the West Virginia Medical Cannabis Act, W.Va.Code Chap. 16A, et seq. (together with all related rules and regulations thereunder, and any amendment or replacement act, rules, or regulations, the "West Virginia Cannabis Laws") or the guidance or instruction of the West Virginia Office of Medical Cannabis (together with any successor or regulator with overlapping jurisdiction) ("OMC"), and all Applicable Laws;][1]

WHEREAS, Consultant is experienced in the state licensed cannabis industry, and has the ability to provide various services, as further described in Exhibit A (collectively, the "Services"), relevant to assisting Company in implementing and operating each Business;

WHEREAS, Consultant and Company have entered into that certain Purchase Agreement, date as of July 19, 2026 ("Purchase Agreement"), by and among Company, an affiliate of Consultant ("Buyer"), and the other parties thereto, pursuant to which Buyer will purchase all of the equity interests of the Company, upon the terms and subject to the conditions set forth in the Purchase Agreement;

WHEREAS, prior to the closing of the transactions contemplated by the Purchase Agreement ("Closing"), the Parties must obtain Consent from the OMC and certain other Governmental Authorities, to effect the change of control of the licenseholder, as contemplated by the Purchase Agreement;

WHEREAS, Company wishes to retain Consultant in an independent capacity prior to the Closing in order to provide the Services, and Consultant wishes to provide such Services pursuant to the terms of this Agreement;

WHEREAS, on March 24, 2026, The Cannabist Company Holdings Inc. and The Cannabist Company Holdings (Canada) Inc. (collectively, the "Applicants") and certain of their subsidiaries commenced voluntary proceedings under the Companies' Creditors Arrangement Act (Canada) (the "CCAA", and such proceedings, the "Canadian Proceedings") in the Ontario Superior Court of Justice (Commercial List) (the "Canadian Court"). The initial order granted by the Court (as amended from time to time, the "Initial Order") provides for, among other things, a stay of proceedings in favour of the Applicants and certain of their subsidiaries (the "Stay"), including

[1] **Note to Form**: To be updated for applicable market.

Company, and the appointment of FTI Consulting Canada, Inc. as the monitor of the Applicants (in such capacity, the "Monitor"); and

WHEREAS, on March 26, 2026, the United States Bankruptcy Court for the District of Delaware (the "U.S. Bankruptcy Court") entered an order granting provisional relief in aid of the Canadian Proceedings pursuant to chapter 15 of the Bankruptcy Code, giving full force and effect to the Initial Order, including the Stay, on a provisional basis in the United States. On May 9, 2026, the U.S. Bankruptcy Court entered an order recognizing the Canadian Proceedings as a foreign main proceeding pursuant to chapter 15 of the U.S. Bankruptcy Code and recognizing and giving full force and effect to the Initial Order.

NOW, THEREFORE, in consideration of the promises, obligations, and covenants provided for herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I
SERVICES

Section 1.01 Services. During the term of this Agreement, Consultant shall provide Company with the Services as described in Exhibit A. The Services shall be advisory and consultative in nature, and Consultant's performance of the Services shall at all times be subject to the exclusive control, authority, and decision making of Company. Consultant hereby acknowledges and agrees to perform the Services as directed by Company in its sole discretion; *provided*, *however*, that such control, authority, and decision making of Company shall be consistent with the terms and conditions of this Agreement and the Purchase Agreement. For the avoidance of doubt, (i) Consultant's performance of the Services shall only be with respect to the Business operated at the Facilities and not with respect to any other line of business of Company, and (ii) Company shall retain sole and exclusive authority over all operational and management decisions regarding the Business, including without limitation decisions relating to hiring, termination, and supervision of employees, management of inventory, and day-to-day operations of the Business.

Section 1.02 Method of Provision of Services. In addition to the Business Employees, Consultant may employ or engage the services of other employees, subcontractors, partners, agents or other Representatives of Consultant, as Consultant deems necessary to perform the Services (collectively, the "Assistants"); *provided, however*, that Consultant's engagement of any Assistant hereunder shall be subject to approval by the Company (not to be unreasonably withheld, conditioned, or delayed), and Consultant hereby acknowledges and agrees that no Assistant shall perform Services until such approval has been received. The Assistants are not and shall in no event be considered employees or Representatives of Company, and Consultant shall be wholly responsible for: (i) ensuring the professional performance of the Services by the Assistants are in compliance with all directions of Company pursuant to its oversight and decision making authority hereunder, (ii) the payment of any compensation, wages, salaries, benefits and expenses of and to the Assistants, and (iii) compliance with all Applicable Law with respect to the Assistants relating to employment, labor, and the classification of workers (including without limitation those relating to independent contractor status, Tax withholding, workers' compensation, unemployment insurance, and wage and hour requirements). Prior to and during the performance of any Services hereunder by any Assistant, each Assistant shall, and Consultant shall cause each such Assistant to, pass all required background checks and comply with all Applicable Law (including without limitation the West Virginia Cannabis Laws), as well as any requirements, rules, regulations, and procedures of the OMC and any other Governmental Authority. Upon the hiring or engagement of any Assistant, Consultant shall cause such Assistant to be bound by Consultant's confidentiality and other obligations hereunder, and Consultant hereby acknowledges and agrees that it shall be responsible for any breach of the confidentiality and other obligations hereunder by such Assistant, and any damage, harm or violations resulting therefrom. Upon Company's request, in its sole discretion, Consultant shall remove any Assistant, cooperate in terminating applicable regulatory registrations of such Assistant, and otherwise disengage such Assistant from providing the Services.

Section 1.03 Acknowledgment of Canadian Proceedings. Consultant acknowledges and agrees that Company is a subsidiary of the Applicants and is subject to the Canadian Proceedings, the Initial Order and all other orders of the Canadian Court (collectively, the "Court Orders"), and Consultant shall deliver all Services in accordance therewith. Notwithstanding any other provision of this Agreement, Consultant shall not knowingly take any action, or cause Company to take any action, that would violate the CCAA, the Initial Order, or any other Court Order. The Company shall keep Consultant fully informed regarding future developments in connection with the Canadian Proceedings, the Initial Order, and the other Court Orders, and shall promptly deliver to Consultant all correspondence to or from the applicable courts, including, without limitation, all current and future Court Orders (referenced by Case No. and date). In the event of a conflict between the terms of this Agreement and the terms of any Court Order, the terms of the applicable Court Order shall prevail.

Section 1.04 Role of the Monitor. Consultant and Company acknowledge and agree that: (i) the Initial Order empowers and directs the Monitor to perform certain supervisory duties in respect of Company, as a Subsidiary (as defined in the Initial Order), including, without limitation, as set out in paragraph 33 of the Initial Order. For greater certainty, nothing in this Agreement derogates from the supervisory role of the Monitor under the CCAA, the Initial Order or any other Court Order.

Section 1.05 Fees. During the term of this Agreement, the Company shall pay to the Consultant certain fees for the performance of the Services ("Fees") in the amounts and frequency as set forth on Exhibit B. Notwithstanding any other provision of this Agreement, the Fees shall be an accrued expense which shall be payable by the Company from the operating revenue of the Company.

ARTICLE II
OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

Section 2.01 General Obligations of Company.

(a) Company shall work with Consultant to register, license or otherwise permit applicable individuals and Assistants as registered employees with the OMC in connection with the Services performed by Consultant and any Assistant hereunder.

(b) Subject to compliance with Applicable Law (including without limitation the West Virginia Cannabis Laws), Company shall provide Consultant access to the Facilities and to the books and records of the Business at such times as are necessary for Consultant to perform its obligations and duties under this Agreement.

Section 2.02 Obligations of Consultant.

(a) In carrying out its obligations under this Agreement, Consultant shall, and shall cause its authorized employees and Representatives (including without limitation the Assistants), to comply with (i) all Applicable Law (including without limitation the West Virginia Cannabis Laws), and (ii) all policies, procedures, decisions and directions of Company. Consultant shall cooperate with Company to register, license or permit applicable individuals and Assistants as employees with the OMC in connection with the Services performed by Consultant and any Assistant hereunder.

(b) Consultant shall ensure that any access to the Facilities that may be granted to Consultant's authorized employees and Representatives (including, without limitation, the Assistants) shall be in strict compliance with Applicable Law (including without limitation the West Virginia Cannabis Laws). Consultant shall be responsible for any breaches of Applicable Law (including without limitation the West Virginia Cannabis Laws) by the Consultant, Assistants or any of its employees, subcontractors and other Representatives, including damages, harm or violations caused by such Assistants, employees and Representatives, in the performance of the Services or while they are in the Facilities or otherwise providing the Services.

(c) Consultant shall, and shall cause the Assistants, and their agents and Representatives to, exercise care and professionalism in performing the Services that meet or exceed the generally accepted industry standards for similar Services.

(d) Consultant agrees that it shall have no authority to, and shall not, permit or cause Company to incur any new or additional Debt, or other Liabilities outside the ordinary course of business without the prior written consent of Company. Consultant shall timely pay directly, reimburse Company, or in any event be responsible for: (i) all costs and expenses in connection with the operation of the Business arising after the Effective Date, including without limitation: (A) any and all rent payments associated with the Facilities, (B) the payment of all compensation, wages, salaries, benefits and expenses of, and all other Liabilities relating to, the Assistants in accordance with all Applicable Law (including without limitation Tax withholding and remittance obligations), which, for the avoidance of doubt, shall be paid or otherwise satisfied by Consultant directly to the Assistants, (C) the payment of all compensation, wages, salaries, benefits and expenses of, and all other Liabilities relating to, the Business Employees in accordance with all Applicable Law (including without limitation Tax withholding and remittance obligations) and in the amounts currently paid to such Business Employees by the Company as of the Effective Date, which, for the avoidance of doubt, such amounts shall be paid to such Business Employees directly by the Company, and promptly (and in any event within three (3) business days from the date of the Company's payment thereof) reimbursed to the Company by Consultant, (D) any renewal fees or other costs associated with the Permits, and (E) any other operating cost or expense necessary to conduct the Business at the Facilities, and (ii) all Liabilities incurred by Company or Consultant relating to the Services or the Business after the Effective Date (collectively, the "Interim Period

Expenses”). Consultant shall maintain a record of all such payments and reimbursements during the term of this Agreement and shall make the same available to Company upon written request. For the avoidance of any doubt, nothing herein shall be construed to otherwise characterize and/or consider the Consultant as an investor, mortgagee, bondholder, note holder, or other source of equity, capital, or other assets, and the payments described herein are solely designed to assist in the operation of the Business.

(e) During the term of this Agreement, Consultant shall maintain, at its sole cost and expense, such policies of insurance as are reasonable and customary for engaging in the Business, including without limitation (i) commercial general liability insurance in a sum no less than $1,000,000 per occurrence, (ii) workers' compensation and employer's liability insurance as required by the laws of the State of West Virginia, and (iii) such other insurance as may be required by Applicable Law (including without limitation the West Virginia Cannabis Laws). Such policies shall name Company as an additional insured. Consultant shall provide Company with a certificate of insurance evidencing the insurance coverage specified herein upon request. Each Party shall provide thirty (30) days' advance written notice to the other Party in the event of a cancellation or material change in its respective insurance policies. Except where prohibited by law, Consultant shall require its insurer to waive all rights of subrogation against Company and its insurers.

(f) Consultant shall not, and shall use commercially reasonable efforts to cause the Assistants and Business Employees, and any of its and their agents or Representatives not to engage in any act or omission that would cause or reasonably be expected to cause any representation or warranty of Company contained in the Purchase Agreement to be untrue or incorrect, or that would cause or reasonably be expected to cause Company to fail to comply with any covenant or agreement contained in the Purchase Agreement (including without limitation those covenants set forth in the Purchase Agreement). In the event that Company fails to comply with any covenant or agreement, or otherwise breaches any representation or warranty, contained in the Purchase Agreement, this Agreement, or any other Transaction Agreement, primarily as a result of Consultant's, any Assistant's, or any of their agents, Affiliates' and Representatives' (collectively, "Consultant Parties") provision of the Services or breach of this Agreement or any other Transaction Agreement, then Company will not be deemed to have breached such covenant, representation, or warranty for the purposes of this Agreement, the Purchase Agreement, and such other Transaction Agreements, and shall have no Liability to Consultant with respect thereto.

(g) To facilitate Consultant's provision of the Services, Company will add each of Jamie Seratt and Joe Duxbury ("Consultant Signatories") as signatories to Company's bank account located at [__] related to the Business (the "Business Account"). The Manager and the Company shall deposit all funds attributable to the operation of the Business in the Business Account ("Operating Funds"). Should this Agreement or the Purchase Agreement be terminated for any reason, the Consultant Signatories shall promptly relinquish, and Consultant agrees to cause the Consultant Signatories to promptly relinquish, their role as signatories on the Business Account. Consultant agrees to cause the Consultant Signatories to cooperate with Company to effectuate such change.

(h) Consultant shall advise Company as reasonably requested by Company with respect to the execution and delivery of documents by Company to maintain the Licenses active and in good standing with the OMC, and any other licenses, permits, or certifications to be executed and delivered by Company and that are necessary or appropriate to maintain the Business as a licensed cannabis operation (except as contemplated by any transition plan agreed to by the Parties or otherwise agreed to by Company). Consultant shall cooperate with Company in connection with any filings, applications, or other actions required to maintain the Licenses and Permits in good standing.

(i) Consultant shall, and shall cause the Assistants, and their agents and Representatives to, prepare for review by Company and the Monitor all capital and weekly operating budgets as needed (each, a "Weekly Budget"), with the approval of such budgets being within the sole and independent discretion of Company, in consultation with the Monitor, which is not to be unreasonably withheld.

(j) Together with the Weekly Budget, Consultant and Company shall deliver to the Monitor a report providing the following information, and Consultant's and/or Company's commentary in respect thereof: (i) variances of actual disbursements and receipts as compared to those forecasted in the previous Weekly Budget, along with explanations for such variances; (ii) reporting on post-filing accounts payable balances; and (iii) such other information as Consultant, Company and/or the Monitor determine is necessary for the Monitor to accurately assess the Weekly Budget and Company's finances, or for the Monitor to otherwise perform its supervisory duties under the CCAA, the Initial Order and any other applicable Court Orders.

(k) Notwithstanding anything to the contrary in this Agreement, Consultant shall have no authority to take, and shall not, without the Company's prior written consent, take any action with respect to any Excluded Assets or Excluded Liabilities (each as defined in the Purchase Agreement) of Company or its Affiliates under the Purchase Agreement. Consultant's authority to provide the Services is limited to those actions that Consultant is expressly required or permitted to do hereunder and as directed by Company in its sole discretion.

Section 2.03 Representations and Warranties. Each Party represents and warrants that the execution, delivery and performance of this Agreement constitute valid and binding obligations of such Party, enforceable in accordance with their terms except to the extent that enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other Laws affecting the enforcement of creditors' rights generally and by general equitable principles, are within such Party's company powers and authority, have been duly authorized and are not in contravention of such Party's organizational documents or of any agreement or undertaking to which such Party is a party.

ARTICLE III
CONFIDENTIALITY

Section 3.01 Confidentiality. The Parties incorporate herein by reference the confidentiality provisions of the Purchase Agreement ("Confidentiality Provisions"). Consultant agrees, on behalf of itself and the Assistants, that Consultant and all Assistants shall be bound by, and Consultant shall use reasonable best efforts to ensure that all Assistants comply with, the Confidentiality Provisions as if an original party thereto, and, if requested by Company, Consultant shall cause the Assistants to execute non-disclosure agreements consistent with the Confidentiality

Provisions. Mandatory submission of this Agreement to any Government Authority for approval or consent required by law shall not be deemed a waiver of this section.

ARTICLE IV
TERM AND TERMINATION

Section 4.01 Term. The term of this Agreement shall commence on the Effective Date and continue until the earlier of (i) Closing of the West Virginia Market, as contemplated by the Purchase Agreement, (y) the valid termination of the Purchase Agreement with respect to the West Virginia Market, or (z) the valid termination of this Agreement pursuant to the terms herein.

Section 4.02 Termination.

(a) Company may terminate this Agreement "For Cause" upon written notice. For purposes of this provision, "For Cause" shall include: (i) a material breach of this Agreement by Consultant or its Assistants that remains uncured for fifteen (15) days after written notice thereof; (ii) a determination by the OMC or any applicable Governmental Authority that this Agreement must be terminated; or (iii) a material violation of any Applicable Law (including without limitation the West Virginia Cannabis Laws), by Consultant, any Assistant, or any of their agents or Affiliates, if Consultant fails to cure such violation within fifteen (15) days after it, any Assistant, or any of their agents or representatives, received written notice of such violation by Company or any applicable Governmental Authority.

(b) The Parties may mutually terminate this Agreement by mutual written agreement.

(c) If Company and Consultant or an Affiliate of Consultant execute and submit to the OMC a Management Services Agreement under which Consultant or its Affiliate is to provide managerial support services to or for the benefit of Company ("MSA"), this Agreement shall automatically terminate and shall be deemed to have been superseded by the MSA as of the date on which the OMC approves the MSA, if such event occurs prior to the closing of the transactions contemplated by the Purchase Agreement.

Section 4.03 Effect of Termination. Without limiting the provisions of the Purchase Agreement, upon the termination of this Agreement, this Agreement shall be of no further force or effect. Notwithstanding the foregoing, (i) any termination of this Agreement shall not limit Consultant's reimbursement obligations with respect to costs, expenses or Liabilities incurred prior to the effective date of termination, in accordance with Section 2.02(d) and the Purchase Agreement, and (ii) the indemnification obligations provided for herein shall survive any termination of this Agreement, without limiting or otherwise affecting the Parties' rights and obligations pursuant to Article 5 of the Purchase Agreement; provided, that any obligation of the Company to pay the Consultant any accrued and unpaid Fees for Services rendered prior to the termination of this Agreement shall not survive such termination. Following the termination of this Agreement, each Party shall promptly return to the other Party all tangible property (including any documents) and all Confidential Information (as defined in the Purchase Agreement) in its possession or control belonging to the other Party. Further, in the event of termination of this Agreement, if the Company and Consultant so desire, the Parties shall cooperate, in good faith, at their respective expense, to unwind and separate any vendor or service contracts, equipment or inventory agreements, and other arrangements entered into by or on behalf of the Companies during the term of this Agreement.

ARTICLE V
INDEMNIFICATION

Section 5.01 Indemnification.

(a) The Consultant hereby agrees, to the fullest extent permitted by law, to defend, indemnify and hold the Company and its respective Related Parties, harmless against any and all claims, demands, suits, expenses, fines, penalties, judgments, costs and losses or other forms of liability, including reasonable attorneys' fees and costs (collectively, "**Losses**"), arising out of, resulting from or related to (i) any violation, noncompliance or breach of Applicable Law (including without limitation the West Virginia Cannabis Laws), as well as any requirements, rules, regulations and procedures of any governmental authority (excluding Federal Cannabis Laws), resulting from the Consultant's performance of the Services hereunder or the transactions contemplated hereby, (ii) any breach by the Consultant of any of its obligations, covenants, duties, representations, or warranties under this Agreement, or (iii) any acts or omissions by the Consultant or its Related Parties in connection with the performance of the Services hereunder of the transactions contemplated hereby; provided that in no event shall the Consultant have any indemnification obligations pursuant to this Section 5.01(a) with respect to Losses to the extent such Losses primarily arise from the Company's or its Related Parties' gross negligence, willful misconduct, or uncured breach of this Agreement. The Consultant shall promptly notify the Company of any proceeding or threat thereof that is known or becomes known to the Consultant that might adversely affect any interest of the Consultant or the Company in connection with this Agreement, the Business, or the Licenses.

(b) The Company hereby agrees, to the fullest extent permitted by law, to defend, indemnify and hold the Consultant and its Related Parties, harmless against any and all Losses arising out of, resulting from or related to (i) any violation, noncompliance or breach of Applicable Law (including without limitation the West Virginia Cannabis Laws), as well as any requirements, rules, regulations and procedures of any governmental authority (excluding Federal Cannabis Laws), resulting from the transactions contemplated hereby, (ii) any breach by the Company of any of its obligations, covenants, duties, representations, or warranties under this Agreement, or (iii) any acts or omissions by the Company or their Related Parties in connection with the transactions contemplated hereby; provided that in no event shall the Company have any indemnification obligations pursuant to this Section 5.01(b) with respect to Losses to the extent such Losses primarily arise from the Consultant's or its Related Parties' gross negligence, willful misconduct, or uncured breach of this Agreement. The Company shall promptly notify the Consultant of any proceeding or threat thereof that is known or becomes known to the Company that might adversely affect any interest of the Consultant or the Company in connection with this Agreement, the Business, or the Licenses.

(c) NEITHER PARTY NOR ANY OF ITS AFFILIATES, MEMBERS, STOCKHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES (EACH A "**RELATED PARTY**", AND COLLECTIVELY, THE

"**RELATED PARTIES**") SHALL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, INDIRECT OR SPECIAL DAMAGES OF ANY NATURE ARISING FROM BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE OR ANY OTHER LEGAL THEORY, WHETHER IN TORT OR CONTRACT, INCLUDING WITHOUT LIMITATION LOST PROFITS, EVEN IF SUCH PARTY HAS BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.

ARTICLE VI
INTELLECTUAL PROPERTY

Section 6.01 Intellectual Property. The Parties agree that, during the term of this Agreement, they shall not acquire any ownership rights, title, or interest in the other Party's intellectual property or any intellectual property rights of the other Party by reason of the provision of the Services hereunder, except as otherwise expressly agreed by the Parties.

ARTICLE VII

MISCELLANEOUS

Section 7.01 Relationship of Parties. This Agreement establishes an independent contractor relationship between Consultant and Company and all the terms and conditions of this Agreement shall be interpreted in light of that relationship. It is not the intention of the Parties to create, nor shall this Agreement be construed as creating, a partnership, joint venture, agency relationship, employee-employer relationship or association, or render the Parties liable as partners, co-venturers, agents, principals, employers or employees. For the avoidance of doubt, nothing in this Agreement shall be construed to make Consultant or any of its employees, agents, or Assistants an operator, principal, or financial backer of the Company within the meaning of the West Virginia Cannabis Laws, and Consultant shall not have any authority to direct or control the management, operations, or policies of the Company or the Business.

Section 7.02 Notice. Any notice or communication to be given under the terms of this Agreement shall be provided in the same manner as provided for in the Purchase Agreement.

Section 7.03 Assignment. This Agreement may not be assigned by either Party without the other's prior written consent, and any such attempted assignment shall be void and of no effect; provided that Consultant may assign its rights and obligations under this Agreement to any Person in connection with any assignment of Consultant's rights under the Purchase Agreement. Notwithstanding the foregoing, no assignment or delegation of this Agreement shall relieve the assigning or delegating Party of any of its obligations hereunder.

Section 7.04 Severability. Without limiting Consultant's indemnification obligations under Section 6.01 hereof, should any one or more of the provisions contained in this Agreement be held by any Governmental Authority (including without limitation the OMC) to be invalid, illegal or unenforceable in any respect, including without limitation if the OMC provides notice or guidance reasonably indicating the same, then, in such case, the Parties will negotiate in good faith to reform this Agreement based on any guidance provided by the OMC or such other Governmental Authority to conform to the original intent of the Parties as closely as possible. Any such invalidity, illegality or unenforceability shall not affect the other provisions of this

Agreement, and this Agreement shall be construed and enforced as if such invalid, illegal or unenforceable provision had never been contained herein.

Section 7.05 Waiver of Breach. A waiver by either Party of a breach of any provision of this Agreement by the other Party shall not operate or be construed as a waiver of any subsequent or different breach by the other Party.

Section 7.06 Governing Law. This Agreement and all claims or causes of action (whether in contract, equity, statute, tort or otherwise) that may be based upon, arise out of or relate to this Agreement or the negotiation, execution or performance of this Agreement, shall be governed by, and enforced in accordance with, the internal laws of the [State of West Virginia, without regard to any choice or conflict of law provision or rule (whether of the State of West Virginia or any other jurisdiction)] that would cause the application of the laws of any jurisdiction other than those of the State of West Virginia. Any claim or cause of action identified in this Section 7.06 may be instituted only in the state courts of the State of West Virginia (such state courts, collectively, the "Chosen Courts"), and each party irrevocably submits to the sole and exclusive jurisdiction of the Chosen Courts with respect to any such claim or cause of action; provided that if the Canadian Proceeding has commenced or is continuing, any suit, action or other Litigation, the Parties each hereby expressly attorns and submits to the jurisdiction of, and such suit, action, or other Litigation shall be heard by, the Canadian Court. Service of process, summons, notice or other document by mail to such party's address set forth herein shall be effective service of process with respect to any such claim brought in the Chosen Courts. The Parties irrevocably and unconditionally waive any objection to the laying of venue of any such claim or cause of action in the Chosen Courts and irrevocably waive and agree not to plead or claim in any Chosen Court that any such claim or cause of action brought in any Chosen Court has been brought in an inconvenient forum. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUCH CLAIM OR CAUSE OF ACTION. The Parties expressly waive any defense to enforcement of the terms or conditions of this Agreement based upon federal law or the doctrine of illegality. Subject to Section 5.01(c), in any claim, cause of action, suit or proceeding arising out of or relating to this Agreement, the prevailing Party shall be entitled to recover from the non-prevailing Party all reasonable attorneys' fees, costs and expenses incurred by the prevailing Party in connection therewith, including any such fees, costs and expenses incurred in connection with any appeal.

Section 7.07 Entire Agreement. This Agreement and the Purchase Agreement, including the Exhibits hereto and thereto, are intended by the Parties as a final expression of their agreement with respect to the subject matter contained herein and is intended to be a complete and exclusive statement of such agreement and understanding of the Parties in respect of the subject matter contained herein. This Agreement (together with the Purchase Agreement) nullifies, replaces and supersedes all other agreements between the Parties and/or their officers, directors, members, managers, parent corporations, and subsidiaries relating to the subject matter contained herein. In the event of any conflict between this Agreement and the Purchase Agreement, this Agreement shall control.

Section 7.08 Amendments. This Agreement, including the Exhibits hereto, may be amended only in writing signed by both Company and Consultant.

Section 7.09 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

Section 7.10 No Presumption Against Any Party. Each Party has been represented by legal counsel of its own choosing. This Agreement has been negotiated and reviewed by the Parties and their respective counsels and any uncertainty or ambiguity herein shall not be construed or resolved using any presumption against any Party, whether under any rule of construction or otherwise.

Section 7.11 Counterparts. The Parties may execute this Agreement in any number of counterparts, each of which will be deemed an original.

Section 7.12 Advisement of Counsel. THE CULTIVATION, PRODUCTION, SALE, AND POSSESSION OF CANNABIS IS ILLEGAL UNDER U.S. FEDERAL CANNABIS LAWS. NEITHER PARTY, NOR ATTORNEYS FOR COMPANY, HAVE MADE ANY REPRESENTATION TO THE CONTRARY.

Section 7.13 Regulatory Acknowledgement.

(a) Regulatory Compliance. The Parties acknowledge and agree that this Agreement is structured as an arm's-length, independent contractor consulting arrangement and is not intended to constitute a delegation of control over the Company or the Business, nor to require submission to, notice to, or approval by, the OMC or other applicable Governmental Authorities. By entering into this Agreement, Company does not intend to delegate to Consultant any powers, duties, or responsibilities which it is prohibited by Applicable Law (including without limitation the West Virginia Cannabis Laws) from delegating, and Company retains exclusive authority over all operational and management decisions with respect to the Business. Notwithstanding the foregoing, in the event that regulatory approval is needed from any Governmental Authority having jurisdiction over Company, Consultant, the Business, and/or the subject matter of this Agreement in order for the Parties to enter into this Agreement or for Consultant to provide the Services hereunder, including any conflict arising under Section 1.02 of this Agreement (the "Regulatory Approval"), the Parties shall work together in good faith to secure the Regulatory Approval in the manner specified herein and in the Purchase Agreement; provided that unless and until the OMC or other applicable Governmental Authority issues any written notice to Company that the terms of this Agreement are unlawful, this Agreement will remain in full force and effect.

(b) Reformation. In the event that a Party receives written notice from the OMC and/or other Governmental Authority that this Agreement is unlawful or requires reformation, the Parties agree to reform this Agreement while effecting its intent as nearly as possible. The Parties further covenant to promptly and completely provide all information requested by the OMC and/or other Governmental Authority related to its review and approval of this Agreement.

[SIGNATURE PAGE FOLLOWS]

*   *   *   *   *   *   *

IN WITNESS WHEREOF, the Parties have duly executed this Agreement effective as of the Effective Date.

COMPANY:
[●]

By: ______________________________
Name:
Title:

CONSULTANT:
[●]

By: ______________________________
Name:
Title:

EXHIBIT A
DESCRIPTION OF SERVICES

The Services shall consist of advisory and consulting recommendations provided to Company, as requested and directed by Company in accordance with its exclusive oversight and decision-making authority hereunder. Company shall retain sole and exclusive authority to accept, reject, or modify any recommendation made by Consultant. The Services may include, without limitation, advice and recommendations on the following matters:

(a) Advising Company regarding the performance of Company's operating policies as developed by Company from time to time.

(b) Compliance with all West Virginia Cannabis Laws and all other Applicable Law in connection with the Business.

(c) Advising Company regarding the timely payment of all accounts payable of the Business which originate after the execution of this Agreement and the collection of all accounts receivable of the Business.

(d) The provision to Company of the services of Assistants.

(e) Advising Company with complying with, and carrying out the terms of, the Initial Order and all other Court Orders in the Canadian Proceedings, including cooperating with the Monitor and assisting the Monitor with its supervisory duties thereunder.

(f) Advising Company regarding the maintenance of the Facilities in accordance with the terms of Company's current commercial lease at the Facilities, and the maintenance of all personal property used in the operation of the Business.

(g) The remittance of Tax and other withholding as mandated by Applicable Law.

(h) Construction consulting, including, without limitation, advising Company with respect to local contractors engaged by Company.

(i) Administrative support and services.

(j) Operational consulting and recommendations.

(k) Financing and accounting support and consulting.

(l) Legal and compliance consulting and recommendations.

Notwithstanding anything to the contrary in this Agreement, Consultant shall never hold title to or be deemed to have legal possession of Company's cannabis inventory.

EXHIBIT B
FEES

The Fee shall an amount equal to $10,000 *multiplied by* the number of Licenses per month (which Fee shall be pro rated for any partial month during the term of this Agreement). Except as provided in this paragraph, the Fee shall be paid from the operating revenue of the Company in accordance with Section 1.05 hereof, within thirty (30) days of the end of each calendar month. At the sole discretion and written request of Consultant, the Company may pay the Fee, in the aggregate, (i) on the Closing Date as defined in and designated by the Purchase Agreement, or (ii) upon the valid termination of this Agreement.

Exhibit C
Licenses

The Licenses currently held by the Company include:

Medical Cannabis Dispensary Permit	D540058	76 THUNDER Rd, Williamstown, WV 26187
Medical Cannabis Dispensary Permit	D310060	225 Don Knotts Blvd, Morgantown, WV 25801
Medical Cannabis Dispensary Permit	D410061	300 Galleria Plz # 308, Beckley, WV 25801
Provisional Permit to operate a Medical Cannabis Dispensing Facility	D200062	603 3rd Ave, Saint Albans, WV 25177
Medical Cannabis Grower Permit	G020003	882 TJ Jackson Drive, Falling Waters, WV 25419
Medical Cannabis Processor Permit	P020004	882 TJ Jackson Drive, Falling Waters, WV 25419
Medical Cannabis Dispensary Permit	D100059	917 3rd Ave, Huntington, WV 25701

SCHEDULE 1
DEFINITIONS

"Affiliate" means, with respect to any Person, at any relevant time, any other Person Controlling, Controlled by or under common Control with such Person.

"Applicable Law" means any Law applicable to the Parties hereto or their respective properties, assets, officers, directors, managers, employees or agents, as the case may be.

"Business Employees" means those Person employed by the Company solely for purposes of operating the Business at the Facilities immediately prior to the Closing.

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

"Contract" means any oral or written agreement, contract, plan, lease, sublease, license, sublicense, franchise, power of attorney, undertaking, indenture, promissory note, evidence of indebtedness, letter of credit, guaranty, bond, loan, mortgage, instrument, or any other contract, understanding of any kind, commitment or arrangement, including amendments thereto.

"Control" (including the terms "controlling," "controlled by" and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, the holding of proxies, by Contract other than a commercial Contract for goods or non-management services, or otherwise, unless the power is the result of an official position with or corporate office held by the Person. Except as provided otherwise in this Agreement, control is presumed to exist if any Person, directly or indirectly, owns, controls, holds with the power to vote, or holds proxies representing 50% or more of the voting securities of any other Person, or is entitled by Contract or otherwise, to appoint or elect the majority of the board of directors or comparable governing body of any other Person.

"Debt" means (i) interest-bearing and non-interest-bearing obligations for borrowed money, including borrowings, notes payable, corporate bonds, loans and other financial facilities for borrowed money; and (ii) Liabilities for the deferred purchase price of property or services, which are required to be classified and accounted for under GAAP as Liabilities; (iii) all obligations in respect of letters of credit and bankers' acceptances; (iv) all obligations in respect of any interest rate, commodity, currency or financial market swap, option, future or hedging or similar agreement; and (v) all guarantees of the obligations described in clauses (i) through (iv) above.

"Governmental Authority" means, whether within or outside the United States of America, any court, administrative or regulatory agency or commission, any quasi-governmental or private body exercising any executive, legislative, judicial, regulatory, taxing, importing, or other governmental functions, or other federal, state or local governmental authority or instrumentality having jurisdiction over any party hereto, including without limitation the OMC.

"Law" means all laws, statutes, common law, statutes, constitutions, treaties, rules, regulations, codes, injunctions, decrees, orders, settlements, registration requirements, disclosure requirements, ordinances and other pronouncements or provisions having the effect of law, of any Governmental Authority; provided, that "Law" shall exclude U.S. Federal Cannabis Law to the extent such U.S. Federal Cannabis Law relates to conduct that is allowed or authorized under West Virginia Cannabis Laws.

"Liabilities" means all Debt, liabilities, obligations or commitments of any nature whatsoever, asserted or unasserted, known or unknown, absolute or contingent, accrued or unaccrued, matured or unmatured or otherwise of a type required to be reflected on a balance sheet prepared in accordance with GAAP.

"Litigation" means any action, complaint, claim, petition, suit, investigation, arbitration, cause of action, charge, demand letter, audit, examination, assessment with respect to fines or penalties or other proceeding, whether civil or criminal, at law or in equity, in each case, before any court or any Governmental Authority, arbitrator, mediator or other tribunal.

"Loss" and "Losses" means losses, damages, Liabilities, deficiencies, Litigations, judgments, interest, awards, Taxes, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys', accounting and financial services fees and the cost of enforcing any right to indemnification hereunder, but excluding any punitive, incidental, special damages or indirect damages, including loss of future revenue or income, loss of business reputation or opportunity relating to the breach or alleged breach of this Agreement, except, in each case, to the extent actually awarded in a timely adjudicated or finally settled Third-Party Claim.

"West Virginia Cannabis Laws" means Laws regarding the cultivation, manufacture, possession, use, sale or distribution of cannabis or cannabis products promulgated by state and local Governmental Authorities in the State of West Virginia.

"Permits" means all permits, licenses, approvals, authorizations, registrations, certificates, variances and similar rights obtain from Governmental Authorities related to the Business, and applications for the foregoing, including without limitation the Licenses.

"Person" means any individual, corporation, partnership, firm, joint venture, association, joint-stock company, limited liability company, trust, unincorporated organization, Governmental Authority, business unit, division or other entity.

"Representative" of a Person means the directors, officers, managers, employees, advisors, agents, stockholders, consultants, attorneys, accountants, investment bankers or other representatives of such Person and of such Person's Affiliates (but does not include such Person).

"Tax" or "Taxes" means all (i) federal, state, local or foreign taxes, assessments (including guarantee fund and similar assessments), imputed underpayments or other governmental charges, including, without limitation, income, excise, gross receipts, license, severance, social security (or similar), ad valorem, sales, use, value-added, employment, unemployment, disability, franchise, profits, gains, property, transfer, registration, use, payroll, stamp, premium, retaliatory, alternative or add-on minimum, escheat, estimated taxes or other taxes of any kind whatsoever (whether payable directly or by withholding), together with any interest and any penalties thereon or additional amounts with respect thereto, whether disputed or not and including obligations to indemnify or otherwise assume or succeed to the Tax Liability of any other Person, (ii) any and all Liability for amounts described in clause (i) of any member of an affiliated, consolidated, combined or unitary group of which either Party is or was a member, including pursuant to Treasury Regulations Section 1.1502-6 or any analogous or similar state, local or foreign Law and (iii) any and all Liability for amounts described in clause (i) or (ii) of any Person imposed on the applicable Party as a transferee or successor, by Contract or pursuant to any Law.

"Third-Party Claim" means any Litigation made or brought by any Person who is not a party to this Agreement or an Affiliate of a party to this Agreement or a Representative of the foregoing.

"Transaction Agreement" means the Purchase Agreement, this Agreement, and any other agreement, certificate, instrument or document to be entered into by the Parties pursuant to the Purchase Agreement.

"U.S. Federal Cannabis Laws" means any U.S. federal Laws, statutes, rules, codes, regulations, restrictions, ordinances, orders, rulings, directives, guidance, guidelines, approvals, Consent agreements, constitution, treaty or awards of, or issued by, any U.S. federal Governmental Authority, civil, criminal or otherwise, including common law, that prohibit, restrict, or penalize the advertising, cultivation, harvesting, production, distribution, sale and possession of cannabis and/or related substances or products containing or relating to the same, and related activities, including but not limited to the prohibition on drug trafficking under the Controlled Substances Act (21 U.S.C. § 801, et seq.), the conspiracy statute under 18 U.S.C. § 846, the bar against aiding and abetting the conduct of an offense under 18 U.S.C. § 2, the bar against misprision of a felony (concealing another's felonious conduct) under 18 U.S.C. § 4, the bar against being an accessory after the fact to criminal conduct under 18 U.S.C. § 3, and federal money laundering statutes under 18 U.S.C. §§ 1956, 1957 and 1960.

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

Court File No. CL-26-00000122-0000

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF THE CANNABIST COMPANY HOLDINGS INC. ET AL.

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at Toronto

AFFIDAVIT OF BRITTNEY KETWAROO
SWORN AUGUST 14, 2026

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