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

FORM 8-K

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

Date of Report (Date of earliest event reported): June 24, 2022

IANTHUS CAPITAL HOLDINGS, INC.
(Name of registrant in its charter)

British Columbia, Canada	**000-56228**	**98-1360810**
(State or jurisdiction of incorporation or organization)	**(Commission File Number)**	**(IRS Employer Identification No.)**

420 Lexington Avenue, Suite 414
New York, NY 10170
(Address of principal executive offices)

(646) 518-9411
(Registrant's telephone number)

Not applicable
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (See General Instructions A.2 below):

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

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

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

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

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
N/A	**N/A**	**N/A**

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

Emerging growth company ☒

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

Item 1.01 Entry into a Material Definitive Agreement.

Recapitalization Transaction Closing

On June 24, 2022 (the "Closing Date"), iAnthus Capital Holdings, Inc. (the "Company") completed its previously announced recapitalization transaction (the "Recapitalization Transaction") pursuant to the terms of that certain Restructuring Support Agreement (the "Restructuring Support Agreement") dated July 10, 2020, as amended on June 15, 2021, by and among the Company, all of the holders (the "Secured Lenders") of the 13% senior secured convertible debentures (the "Secured Debentures") issued by iAnthus Capital Management, LLC, a wholly-owned subsidiary of the Company ("ICM"), and a majority of the holders (the "Consenting Unsecured Debentureholders") of the Company's 8% unsecured convertible debentures (the "Unsecured Debentures"). The Recapitalization Transaction closed pursuant to the terms of the amended and restated plan of arrangement (the "Plan of Arrangement") under the Business Corporations Act (British Columbia) approved by the Supreme Court of British Columbia.

In connection with the closing of the Recapitalization Transaction, the Company issued an aggregate of 6,072,579,705 common shares to the Secured Lenders and all of the holders (the "Unsecured Lenders") of the Unsecured Debentures. Specifically, the Company issued 3,036,289,852 common shares (the "Secured Lender Shares"), or 48.625% of the outstanding common shares of the Company, to the Secured Lenders and 3,036,289,853 common shares (the "Unsecured Debentureholder Shares" and together with Secured Lender Shares, the "Shares"), or 48.625% of the outstanding common shares of the Company, to the Unsecured Lenders. As a result of the consummation of the Recapitalization Transaction, as of June 24, 2022 there were 6,244,297,897 common shares of the Company issued and outstanding and existing holders of the Company's common shares collectively held 171,718,192 common shares, or 2.75% of the outstanding common shares of the Company.

In connection with the consummation of the Recapitalization Transaction, (i) the outstanding principal amount of the Secured Debentures (including the interim financing secured notes in the aggregate principal amount of approximately $14.7 million originally due on July 13, 2025) together with interest accrued and fees thereon were forgiven in part and exchanged for (A) the Secured Lender Shares, (B) the June Secured Debentures (as defined below) in the aggregate principal amount of $99,736,842 and (C) the June Unsecured Debentures (as defined below) in the aggregate principal amount of $5 million and (ii) the outstanding principal amount of the Unsecured Debentures together with interest accrued and fees thereon were forgiven in part and exchanged for (A) the Unsecured Debentureholder Shares and (B) the June Unsecured Debentures in the aggregate principal amount of $15 million. Furthermore, all existing options and warrants to purchase common shares of the Company, including certain debenture warrants and exchange warrants previously issued to the Secured Lenders, the warrants previously issued in connection with the Unsecured Debentures and all other Affected Equity (as defined in the Plan of Arrangement), were cancelled and extinguished for no consideration.

Secured Debenture Purchase Agreement

In connection with the closing of the Recapitalization Transaction, the Company entered into a Third Amended and Restated Secured Debenture Purchase Agreement (the "Secured DPA") dated as of June 24, 2022 with ICM, the other Credit Parties (as defined in the Secured DPA), Gotham Green Admin 1, LLC as collateral agent (the "Collateral Agent"), and the lenders party thereto pursuant to which ICM will issue the Secured Lenders 8% secured debentures (the "June Secured Debentures") in the aggregate principal amount of $99,736,842 pursuant to the Plan of Arrangement.

The June Secured Debentures accrue interest at a rate of 8% per annum (increasing to 11% upon the occurrence of an Event of Default (as defined in the June Secured Debentures)), are due on June 24, 2027 and may be prepaid on a pro rata basis from and after the third anniversary of the Closing Date upon prior written notice to the Secured Lender without premium or penalty. Upon receipt of a Change of Control Notice (as defined in the June Secured Debentures), each Secured Lender may provide notice to ICM to either (i) purchase the June Secured Debenture at a price equal to 103% of the then outstanding principal amount together with interest accrued thereon (the "Offer Price") or (ii) if the Change of Control Transaction (as defined in Secured DPA) results in a new issuer, or if the Secured Lender desires that the June Secured Debenture remain unpaid and continue in effect after the closing of the Change of Control Transaction, convert or exchange the June Secured Debenture into a replacement debenture of the new issuer or ICM, as applicable, in the aggregate principal amount of the Offer Price on substantially equivalent terms to those terms contained in the June Secured Debenture. Notwithstanding the foregoing, if 90% or more of the principal amount of all June Secured Debentures outstanding have been tendered for redemption on the date of the Change of Control Notice, ICM may, at its sole discretion, redeem all of the outstanding June Secured Debentures at the Offer Price. As security for the Obligations (as defined in the June Secured Debenture), ICM and the Company granted to the Collateral Agent, for the benefit of the Secured Lenders, a security interest over all of their present and after acquired personal property.

Pursuant to the Secured DPA, so long as Gotham Green Partners, LLC or any of its Affiliates (as defined in the Secured DPA) hold at least 50% of the outstanding principal amount of June Secured Debentures, the Collateral Agent will have the right to appoint two non-voting observers to the Company's board of directors, each of which shall receive up to a maximum amount of $25,000 in any 12-month period for reasonable out-of-pocket expenses.

In addition, pursuant to the Secured DPA, certain Secured Lenders and Consenting Debentureholders purchased an additional $25,000,000 of June Secured Debentures (the "Additional Secured Debentures").

Unsecured Debenture Agreement

In connection with the closing of the Recapitalization Transaction, the Company, as guarantor of the Guaranteed Obligations (as defined in the Unsecured DPA (as defined herein)), entered into an Unsecured Debenture Agreement (the "Unsecured DPA") dated as of June 24, 2022 with ICM, the Secured Lenders and the Consenting Unsecured Debentureholders pursuant to which ICM issued 8% unsecured debentures (the "June Unsecured Debentures") in the aggregate principal amount of $20 million pursuant to the Plan of Arrangement, including $5 million to the Secured Lenders and $15 million to the Unsecured Lenders.

The June Unsecured Debentures accrue interest at a rate of 8% per annum (increasing to 11% upon the occurrence of an Event of Default (as defined in the June Unsecured Debentures)), are due on June 24, 2027 and may be prepaid on a pro rata basis from and after the third anniversary of the Closing Date upon prior written notice to the Unsecured Lender without premium or penalty. Upon receipt of a Change of Control Notice (as defined in the June Unsecured Debenture), each Unsecured Lender may provide notice to ICM to either (i) purchase the June Unsecured Debenture at a price equal to 103% of the then outstanding principal amount together with interest accrued thereon (the "Unsecured Offer Price") or (ii) if the Change of Control Transaction (as defined in Unsecured DPA) results in a new issuer, or if the Unsecured Lender desires that the June Unsecured Debenture remain unpaid and continue in effect after the closing of the Change of Control Transaction, convert or exchange the June Unsecured Debenture into a replacement debenture of the new issuer or ICM, as applicable, in the aggregate principal amount of the Unsecured Offer Price on substantially equivalent terms to those terms contained in the June Unsecured Debenture. Notwithstanding the foregoing, if 90% or more of the principal amount of all June Unsecured Debentures outstanding have been tendered for redemption on the date of the Change of Control Notice, ICM may, at its sole discretion, redeem all of the outstanding June Unsecured Debentures at the Unsecured Offer Price. Pursuant to the Unsecured DPA, the Obligations (as defined in the Unsecured DPA) are subordinated in right of payment to the Senior Indebtedness (as defined in the Unsecured DPA).

Registration Rights Agreement

Furthermore, in connection with the consummation of the Recapitalization Transaction, the Company entered into a registration rights agreement (the "RRA") dated June 24, 2022 with ICM and certain holders of Registrable Securities (as defined in the RRA) (the "Holders") pursuant to which the Company shall, upon receipt of written notice (the "Shelf Request") from Holders of at least 15% of the outstanding common shares of the Company (the "Substantial Holders"), prepare and file (i) with the applicable Canadian Securities Regulators (as defined in the RRA), a Shelf Prospectus (as defined in the RRA) to facilitate a secondary offering of all of the Registrable Securities or (ii) with the U.S. Securities and Exchange Commission (the "SEC"), a registration statement on Form S-3 (the "S-3 Registration Statement") covering the resale of all Registrable Securities. Pursuant to the RRA, subject to certain exceptions, the Company shall use commercially reasonable efforts to file the Shelf Prospectus or the S-3 Registration Statement, as applicable, as soon as practicable but in no event later than 20 days following the receipt of the Shelf Request. In addition, pursuant to the RRA, the Substantial Holders may request (the "Demand Registration Request") the Company to file a Prospectus (as defined in the RRA) (other than a Shelf Prospectus) or a registration statement on any form that the Company is then eligible to use (the "Registration Statement") to facilitate a Distribution (as defined in the RRA) in Canada or the United States of all or any portion of the Registrable Securities (the "Demand Registration") held by the Holders requesting the Demand Registration. Pursuant to the RRA, subject to certain exceptions, the Company shall use its commercially reasonable efforts to file one or more Prospectuses or Registration Statements within 20 days following delivery of a Demand Registration Request. Notwithstanding the foregoing, the Company shall not be obligated to effect more than two Demand Registrations in any fiscal year. Moreover, pursuant to the RRA and subject to certain exceptions, if, at any time, the Company proposes to make a Distribution for its own account, the Company shall notify the Holders of such Distribution (the "Piggyback Registration") and shall use reasonable commercial efforts to include in the Piggyback Registration such Registrable Securities requested by the Holders be included in such Piggyback Registration. Furthermore, pursuant to the RRA and subject to certain exceptions, after the receipt by the Company of a Demand Registration Request, the Company shall not, among other things, without the prior written consent of Holders of least 66 2/3% of the then issued common shares held by all Holders (the "Requisite Holders") authorize, issue or sell any common shares or Equity Securities (as defined in the RRA) until the date which is 90 days after the later of (i) the date on which a receipt is issued for the Prospectus or Registration Statement filed in connection with such Demand Registration and (ii) the completion of the offering contemplated by the Demand Registration, provided that in respect of any subsequent Demand Registration Request in any fiscal year of the Company, such date shall be reduced to the date which is 30 days after the later of (i) and (ii) above. Moreover, pursuant to the RRA and subject to certain exceptions, the Company shall not grant registration rights to any other Person (as defined in the RRA) without the prior written consent of the Requisite Holders. Pursuant to the RRA, the Company shall use its best efforts to cause a Registration Statement to be declared effective under the Securities Act of 1933, as amended (the "Securities Act"), as promptly as possible but in no event later than the date which is 30 days (or 90 days if the SEC notifies the Company that it will "review" the Registration Statement) after the initial filing of such Registration Statement.

Investor Rights Agreement

In connection with the closing of the Recapitalization Transaction, the Company also entered into an Investor Rights Agreement ("IRA") dated June 24, 2022 with ICM and certain investors (the "Investors"). Pursuant to the IRA, the Investors are entitled to designate nominees for election or appointment to the Company's board of directors (the "Board") as set forth herein.

- one investor (the "First Investor") shall be entitled to designate director nominees as follows:

    (i) For so long as the First Investor's Debt Exchange Common Share Percentage (as defined in the IRA) is at least 30%, the First Investor shall be entitled to designate up to three individuals as director nominees;

    (ii) For so long as the First Investor's Debt Exchange Common Share Percentage is less than 30% but is at least 15%, the First Investor shall be entitled to designate up to two individuals as director nominees; and

    (iii) For so long as the First Investor's Debt Exchange Common Share Percentage is less than 15% but is at least 5%, the First Investor shall be entitled to designate up to one individual as a director nominee.

The initial nominees of the First Investor shall be the three individuals nominated as New Directors (as defined herein) by the holders of the June Secured Debentures under the Plan of Arrangement, two of whom will be nominated effective as of June 24, 2022, and the third to be nominated shortly after June 24, 2022.

- a second Investor (the "Second Investor") shall be entitled to designate up to one individual as a director nominee for so long as such Investor's Debt Exchange Common Share Percentage is at least 5%. The initial nominee shall be the individual nominated as a New Director by such Investor under the Plan of Arrangement.
- a third Investor (the "Third Investor") shall be entitled to designate up to one individual as a director nominee for so long as such Investor's Debt Exchange Common Share Percentage is at least 5%. The initial nominee shall be the individual nominated as a New Director by such Investor under the Plan of Arrangement.
- a fourth Investor (the "Fourth Investor") shall be entitled to designate up to one individual as a director nominee for so long as such Investor's Debt Exchange Common Share Percentage is at least 5%. The initial nominee shall be the individual nominated as a New Director by such Investor under the Plan of Arrangement.

Furthermore, pursuant to the IRA, the Company shall hire a Chief Executive Officer who has been unanimously approved by the Investors in writing, such approval not to be unreasonably withheld, and shall arrange for such Chief Executive Officer to be appointed to the Company's Board as Chair of the Board. Unless Investors who together hold at least 80% of all of the common shares issued to the Investors pursuant to the Plan of Arrangement (the "Debt Exchange Common Shares") and held by all Investors at the time such determination is made agree in writing, the number of directors constituting the full Board shall not exceed seven (which seven directors shall initially be comprised of the New Directors and the Company's Chief Executive Officer once appointed).

Pursuant to the IRA, the audit committee of the Board shall be comprised of one nominee designated by each of the First Investor, the nominee of the Second Investor and the nominee of the Third Investor, the nomination committee of the Board shall be comprised of such directors as the Board may determine and the compensation committee of the Board shall be comprised of the nominee designated by the Second Investor together with such other directors as the Board may determine. Moreover, the Investors shall be entitled to appoint Board observers as follows:

- The First Investor may appoint two non-voting observers provided that the total number of observers appointed by the First Investor, together with the observers appointed by the Collateral Agent pursuant to the Secured DPA, shall not exceed two; and
- The holders of the June Unsecured Debentures (excluding the First Investor) may appoint one non-voting observer (the "Unsecured Observer") to the Board, provided that the total number of Unsecured Observers, together with the observers appointed by the holders of June Unsecured Debentures pursuant to the Unsecured Debenture Purchase Agreement, shall not exceed one.

The Company shall reimburse each Board observer for the reasonable out-of-pocket expenses incurred by such observer up to a maximum amount of $25,000 in any 12-month period.

Pursuant to the IRA, the board of directors (or other similar governing body) of each subsidiary of the Company shall be comprised of such members of the Company's management team as determined by the Board from time to time, except that the Company shall remain the sole member and manager of ICM.

Pursuant to the IRA, the following matters shall require Supermajority Board Approval (as defined in the IRA): (i) approval of the issuance of voting Equity Securities (as defined in the IRA) of the Company (other than pursuant to an equity incentive plan) (ii) approval of a Related Party Transaction (as defined in the IRA); (iii) approval of a Change of Control Transaction (as defined in the IRA) that requires Board approval and (iv) any amendments to the June Secured Debentures or June Unsecured Debentures.

Pursuant to the IRA, on the record date in respect of any meeting of the shareholders of the Company, if (i) the number of Debt Exchange Common Shares held by the First Investor at such time; plus (ii) the number of Non-Participating Secured Lender Shares (as defined in the IRA) at such time would represent more than 35.78% of the votes attached to all of the issued and outstanding common shares of the Company, then, unless Supermajority Board Approval is obtained, the First Investor shall not vote at such meeting of the shareholders such number of its Debt Exchange Common Shares (the "Non-Votable First Investor Debt Exchange Common Shares") that would otherwise result in the Secured Lenders (as defined in the IRA) being able to vote more than 35.78% of the votes attached to all of the issued and outstanding common shares of the Company (for purposes of calculating the number of Non-Votable First Investor Debt Exchange Common Shares, such shares shall be excluded from the total number of issued and outstanding common shares of the Company). Notwithstanding the foregoing, such voting restriction shall not apply in respect of a vote in favor of a Change of Control Transaction. Such voting restriction shall cease to apply on the earlier of (i) the date that the Debt Exchange Common Share Percentage of each of the Second Investor, the Third Investor and the Fourth Investor is less than 5%; and (ii) June 24, 2025. Moreover, until June 24, 2025, unless Supermajority Board Approval is obtained, the First Investor shall not, directly or indirectly, acquire common shares of the Company that will cause the First Investor's Common Share Percentage (as defined in the IRA) to exceed the percentage calculated as follows: (i) 49.9%, minus (ii) the percentage resulting from the number of Non-Participating Secured Lender Shares divided by the total number of the Company's common shares issued and outstanding at the time such determination is made.

Pursuant to the IRA, each of the Investors will cease to be an "Investor" on the earlier of (i) the date on which such Investor's Debt Exchange Common Share Percentage is less than 5%; and (ii) the Investor materially breaches the IRA and such breach is not cured within 20 Business Days (as defined in the IRA) after receipt by the Investor of written notice thereof from the Company or any other Investor. In addition, the IRA may be terminated by written agreement of Investors who together hold at least 80% of all of the Debt Exchange Common Shares held by all Investors, at the time such determination is made the Company and ICM. The IRA shall automatically terminate when there are no longer any Investors as a result of Investors' Debt Exchange Common Share Percentage being less than 5% or Investors materially breaching the IRA and such breach is not cured within 20 Business Days after notice thereof.

The foregoing descriptions of the Secured DPA, Unsecured DPA, June Secured Debentures, June Unsecured Debentures, RRA and IRA are not complete and are qualified in their entirety by reference to the full text of the Secured DPA, Unsecured DPA, June Secured Debentures, June Unsecured Debentures, RRA and IRA, copies of which are filed as Exhibits 10.1, 10.2, 10.3, 10.4, 10.5 and 10.6, respectively, to this Current Report on Form 8-K and are incorporated by reference herein.

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

Reference is made to the disclosure under Item 1.01 above which is hereby incorporated in this Item 2.03 by reference.

Item 3.02 Unregistered Sales of Equity Securities.

Reference is made to the disclosure under Item 1.01 above which is hereby incorporated in this Item 3.02 by reference.

The Shares, the June Secured Debentures and the June Unsecured Debentures have not been registered under the Securities Act or the securities laws of any state and are being offered and sold in reliance on the exemption from registration under the Securities Act, afforded by Section 3(a)(10) thereunder.

The Additional Secured Debentures have not been registered under the Securities Act or the securities laws of any state and are being offered and sold in reliance on the exemption from registration under the Securities Act, afforded by Section 4(a)(2) and/or Rule 506 promulgated thereunder.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Reference is made to the disclosure under Item 1.01 above which is hereby incorporated in this Item 5.02 by reference.

Immediately prior to closing the Recapitalization Transaction, the Board was comprised of eight directors with five vacancies. In connection with the closing of the Recapitalization Transaction, effective as of June 24, 2022, each of Michael Muldowney, Diane Ellis and Robert Galvin resigned from the Board as well as the audit committee, nominating and corporate governance committee and compensation committee of the Company, as applicable. Michael Muldowney's, Diane Ellis' and Robert Galvin's resignations were not the result of any disagreement with the Company, any matter related to the Company's operations, policies or practices, the Company's management or the Board. Pursuant to the terms of the Plan of Arrangement, the Secured Lenders had the right to nominate three directors to the Board and the Consenting Unsecured Debentureholders had the right to collectively nominate three directors to the Board as set forth above.

The Secured Lenders nominated Scott Cohen and Michelle Mathews-Spradlin, two of their three nominees to the Board effective as of June 24, 2022, and the Consenting Unsecured Debentureholders nominated Zachary Arrick, Alexander Shoghi and Marco D'Attanasio, all three of their nominees to the Board effective as of June 24, 2022. The foregoing five directors will serve as directors of the Company (the "New Board") until the Company's next annual general meeting of shareholders or until their successors are duly elected or appointed.

Set forth below are the biographical summaries of the directors appointed by the Secured Lenders and the Consenting Unsecured Debentureholders.

Scott Cohen

Scott Cohen has over 25 years of professional investment experience, including public and private debt and equity securities. Mr. Cohen is currently a consultant to financially troubled companies and stakeholders, and an active investor in turnaround opportunities. Until 2017 Mr. Cohen was with Silver Rock Financial, a large family office, investing in debt and equity investments. Responsibilities included sourcing of both public and private debt, structuring debt securities and loans, and leading activist and restructuring transactions. Prior to Silver Rock Financial, Mr. Cohen was Managing Director and Portfolio Manager at Cerberus Capital Management. At Cerberus, Mr. Cohen's responsibilities included analyzing, investing, and managing of a portfolio of primarily distressed assets. Most of these investments involved activist or control roles, from leading creditor committees to initiating negotiations with borrowers in restructurings. Mr. Cohen also worked closely with the private equity team at Cerberus on several large transactions, focusing on liability management within portfolio companies. Prior to joining Cerberus, Mr. Cohen worked in Merrill Lynch's distressed debt trading group from 1992 to 1998, analyzing and investing in distressed corporate situations. From 1990 to 1992 he was an investment banker in Merrill's High Yield Finance and Restructuring Group. Mr. Cohen is a 1990 graduate of Tufts University. The Company believes Mr. Cohen is qualified to serve as a director of the Company because of his experience and background in both private equity and capital markets.

Michelle Mathews-Spradlin

From 1993 until her retirement in 2011, Michelle Mathews-Spradlin worked at Microsoft Corporation, where she served as Chief Marketing Officer and previously held several other key leadership positions. Prior to her employment with Microsoft, Ms. Mathews-Spradlin worked in the United Kingdom as a communications consultant for Microsoft from 1989 to 1993. She also held various roles at General Motors Co. from 1986 to 1989. As the CMO and SVP of Microsoft, Ms. Mathews-Spradlin oversaw the company's global marketing function, including the household brands of Windows, Office, Xbox, Internet Explorer and Bing. Ms. Mathews-Spradlin led Microsoft's consumer and business-to-business marketing to hundreds of millions of global customers. She was instrumental in driving the growth of Microsoft's global business by building several of the world's leading technology brands. As the most senior woman at Microsoft, she was also a strong advocate for female advancement and personally spearheaded the company's network and mentoring program for female progression at the company. She retired from Microsoft in 2011, after 22 years. Ms. Mathews-Spradlin currently serves on the board of The Wendy's Company and in addition serves as a board member of several private companies, including Jacana Holdings Inc., The Bouqs Company and You & Mr Jones. She is also a digital advisory board member for Unilever PLC, a member of the board of trustees of the California Institute of Technology and a member of the executive board of the UCLA School of Theater, Film and Television. The Company believes Ms. Mathews-Spradlin is qualified to serve as a director of the Company because of her experience in senior leadership and C-suite positions.

Zachary Arrick

Zachary Arrick is a Senior Research Analyst at Senvest Management LLC, a private investment management firm headquartered in New York City. Mr. Arrick joined Senvest in 2013. From 2007 to 2013, Mr. Arrick worked at Morgan Stanley in San Francisco and New York City, and JMP Securities in San Francisco. Mr. Arrick holds a Bachelor of Arts degree in Economics from the University of Pennsylvania. The Company believes Mr. Arrick is qualified to serve as a director of the Company because of his experience and background in finance.

Alexander Shoghi

Alexander Shoghi is a Portfolio Manager at Oasis Management, a private investment management firm headquartered in Hong Kong. Mr. Shoghi joined Oasis in 2005, first based in Hong Kong, and subsequently relocating to the U.S. as the founder and manager of Oasis Capital in Austin, Texas in early 2012. From 2004 to 2005, Mr. Shoghi worked at Lehman Brothers in New York City. Mr. Shoghi holds a Bachelor of Science of Business Administration in Finance and International Business degree from Georgetown University. The Company believes Mr. Shoghi is qualified to serve as a director of the Company because of his experience and background in finance.

Marco D'Attanasio

Marco D'Attanasio is the founder and chief investment officer of Hadron Capital, a boutique investment manager with offices in London UK and the Cayman Islands. Hadron Capital currently manages five different investment funds with a catalyst-driven investment style. Prior to founding Hadron Capital in 2004, Mr. D'Attanasio was managing director at the Royal Bank of Canada in London, where he worked from 1998 to 2004. At RBC he was heading up event-driven and relative value proprietary investments for Europe and Asia. Prior to that Mr. D'Attanasio worked at the London offices of HSBC and JPMorgan. Mr. D'Attanasio holds a PhD in theoretical physics and has co-written numerous academic international publications in particle physics and cosmology. The Company believes Mr. D'Attanasio is qualified to serve as a director of the Company because of his experience in senior leadership positions and background in finance.

There are no family relationships between any of Scott Cohen, Michelle Mathews-Spradlin, Zachary Arrick, Alexander Shoghi or Marco D'Attanasio and any of the Company's directors or executive officers. Except as set forth herein, there is no arrangement or understanding between Messrs. Cohen, Arrick, Shoghi or D'Attanasio or Ms. Mathews Spradlin and any other persons pursuant to which Messrs. Cohen, Arrick, Shoghi or D'Attanasio or Ms. Mathews Spradlin were appointed as directors of the Company. There are no related party transactions involving Messrs. Cohen, Arrick, Shoghi or D'Attanasio or Ms. Mathews Spradlin that are reportable under Item 404(a) of Regulation S-K.

Item 8.01 Other Events.

On June 24, 2022, the Company issued a press release announcing the closing of the Recapitalization Transaction.

A copy of the press release is attached hereto as Exhibit 99.1, and the information contained therein is incorporated by reference into this Current Report on Form 8-K.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
10.1†#	Third Amended and Restated Secured Debenture Purchase Agreement dated June 24, 2022 by and among the Company, iAnthus Capital Management, LLC, the other Credit Parties party thereto, Gotham Green Admin 1, LLC, as Collateral Agent, and the lenders party thereto
10.2†#	Unsecured Debenture Agreement dated June 24, 2022 by and among the Company, as guarantor, iAnthus Capital Management, LLC and the holders of all of the Company's 8% unsecured convertible debentures
10.3	Form of 8.0% Senior Secured Debenture
10.4	Form of 8.0% Senior Unsecured Debenture
10.5#	Registration Rights Agreement dated June 24, 2022 by and among the Company, iAnthus Capital Management, LLC and certain holders

10.6#	Investor Rights Agreement dated June 24, 2022 by and among the Company, iAnthus Capital Management, LLC and certain investors
99.1	Press release, dated June 24, 2022
104	Inline XBRL for the cover page of this Current Report on Form 8-K

† Schedules have been omitted pursuant to Item 601(a)(5) of Regulation S-K. The Company hereby undertakes to furnish supplementally copies of any of the omitted schedules upon request by the Securities and Exchange Commission.

Pursuant to Item 601(b)(10) of Regulation S-K, certain confidential portions of this exhibit were omitted by means of marking such portions with an asterisk because the identified confidential portions (i) are not material and (ii) the Company customarily and actually treats that information as private or confidential.

SIGNATURES

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

IANTHUS CAPITAL HOLDINGS, INC.

Date: June 30, 2022

By: /s/ Robert Galvin
Robert Galvin

[*] Certain information in this document has been omitted from this exhibit because it is both (i) not material and (ii) is the type that the Registrant treats as private or confidential.

THIRD AMENDED AND RESTATED

SECURED DEBENTURE PURCHASE AGREEMENT

THIS THIRD AMENDED AND RESTATED SECURED DEBENTURE PURCHASE AGREEMENT is made as of June 24, 2022, by and among iAnthus Capital Holdings, Inc., a corporation incorporated under the laws of the Province of British Columbia (the "**Parent Company**"), iAnthus Capital Management, LLC, a Delaware limited liability company (the "**Issuer**"), the other Credit Parties party hereto, Gotham Green Admin 1, LLC, as Collateral Agent, and the lenders party hereto (the "**Secured Lenders**").

WHEREAS the Parent Company, the Issuer, certain Credit Parties and the Secured Lenders, other than those designated as "New Lenders" on the signature pages hereto (such Secured Lenders, the "**New Lenders**"), are parties to that certain Second Amended and Restated Secured Debenture Purchase Agreement dated July 10, 2020, to provide for the terms and conditions upon which the Secured Lenders (other than the New Lenders) subscribed for, and the Issuer and the Parent Company, as applicable, issued to the Secured Lenders (other than the New Lenders), certain Debentures and Warrants (each as defined therein) on the terms contemplated therein (the "**Original Agreement**");

WHEREAS concurrently with its execution of the Original Agreement, the Parent Company, the Issuer and the Secured Lenders, among others, entered into the Restructuring Support Agreement to effect a proposed recapitalization transaction by way of the Plan of Arrangement, pursuant to which the following transactions will take place with effect as of the Closing Date:

(a) this Agreement and the other Transaction Agreements will become effective (or continue in effect, as the case may be);

(b) a certain amount of the aggregate outstanding principal amount of certain Secured Lenders' existing Debentures issued under the Original Agreement (including the Interim Financing Secured Notes, as defined in the Plan of Arrangement) (plus all accrued and unpaid interest on such principal amount) will be forgiven, settled and extinguished, and the Remaining Secured Notes (as defined in the Plan of Arrangement) will be exchanged for:

  (i) Secured Debentures in an aggregate principal amount equal to the Initial Principal Amount,

  (ii) Unsecured Debentures in an aggregate principal amount equal to $4,999,999.96, and

  (iii) Common Shares representing 48.625% of the issued and outstanding Common Shares as of the Closing Date (prior to the issuance of Common Shares pursuant to the Parent Company's emergence incentive plan);

(c) all existing options and warrants to purchase Common Shares, including the Debenture Warrants and the Exchange Warrants (each as defined in the Original Agreement) issued to the Secured Lenders, other than the New Lenders, pursuant to the Original Agreement, and all other Affected Equity (as defined in the Plan of Arrangement) will be cancelled and extinguished for no consideration;

(d) a certain amount of the aggregate $60,000,000 principal amount of unsecured debentures of the Parent Company (plus all accrued and unpaid interest on such principal amount) will be forgiven, settled and extinguished, and the Remaining Unsecured Debentures (as defined in the Plan of Arrangement) will be exchanged for:

(i) Unsecured Debentures in an aggregate principal amount equal to $15,000,000, and

(ii) Common Shares representing 48.625% of the issued and outstanding Common Shares as of the Closing Date (prior to the issuance of Common Shares pursuant to the Parent Company's emergence incentive plan);

(e) immediately following the Restructuring Closing, on the Closing Date, the Issuer shall increase the Initial Principal Amount of the Secured Debentures by the Additional Principal Amount (together, the "**Issued Principal Amount**"), with the Issued Principal Amount being held by and allocated among the Secured Lenders in the amounts set forth on Schedule 2.1.

WHEREAS the Secured Debentures will carry an 8%payment-in-kind annual interest rate (compounding quarterly), will be non-convertible and will mature five years after the Closing Date;

WHEREAS the Unsecured Debentures will be unsecured and subordinate to the Secured Debentures and will carry an 8% payment-in-kind annual interest rate (compounding quarterly), will benon-convertible and will mature five years after the Closing Date, and will be issued pursuant to the terms of an Unsecured Debenture Agreement dated on or about the Closing Date (the "**Unsecured Debenture Agreement**");

WHEREAS the parties hereto have agreed to enter into this Agreement to amend and restate the Original Agreement and provide for the issuance of the Secured Debentures in connection with the Plan of Arrangement and Final Order;

NOW THEREFORE THIS AGREEMENT WITNESSES THAT, in consideration of the premises, the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1

INTERPRETATION

1.1 DEFINITIONS

For the purposes of this Agreement, except as otherwise expressly provided herein, the following words and phrases will have the following meanings:

(a) "**Affiliate**" means, with respect to any Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified; provided that, for the avoidance of doubt, the Secured Lenders and their Affiliates shall not be considered Affiliates of the Parent Company or any of its subsidiaries. "Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise, "Controlling" and "Controlled" have meanings correlative thereto;

(b) "**Additional Principal Amount**" means $25,000,000.

(c) "**Additional Principal Amount Lenders**" means the Secured Lenders who have agreed to purchase Secured Debentures equal to the Additional Principal Amount as set forth on Schedule 2.2.

(d) "**Agreement**" means this agreement, including the Schedules to this agreement, as it or they may be amended or supplemented from time to time, and all instruments supplementing or amending or confirming this agreement and references to "**Article**", "**Exhibit**", "**Section**" or "**Schedule**" mean the specified article, exhibit, section or schedule of this agreement;

(e) "**Articles**" means the notice of articles of the Parent Company dated November 15, 2013 as amended on August 4, 2016, as the same may be further amended, replaced, restated or otherwise modified from time to time;

(f) "**Business**" means the business carried on by the Parent Company (including the business of each of its subsidiaries) from time to time as described in the Parent Company's public filings made under the Parent Company's issuer profile on SEDAR or EDGAR;

(g) "**Business Day**" means any day except Saturday, Sunday or any day on which banks are generally not open for business in the City of Vancouver, British Columbia, City of Toronto, Ontario or New York, New York;

(h) "**Canadian Pension Plan**" means a "registered pension plan", as such term is defined in subsection 248(1) of the Income Tax Act, or is subject to the funding requirements of applicable pension benefits legislation in any Canadian jurisdiction and which is or was sponsored, administered or contributed to, or required to be contributed to, by any Credit Party or under which any Credit Party has or may incur any actual or contingent liability, and for the avoidance of doubt, a "Canadian Pension Plan" shall not include a Pension Plan;

(i) "**Canadian Securities Laws**" means, collectively, all applicable securities laws of each of the Qualifying Provinces and the respective rules and regulations under such laws together with applicable published policy statements, blanket orders, instruments and notices of the Securities Commissions and all discretionary orders or rulings, if any, of the Securities Commissions made in connection with the transactions contemplated by this Agreement;

(j) "**Change of Control Transaction**" means:

(i) an event as a result of or following which any Person, or group of Persons "acting jointly or in concert" within the meaning of Canadian Securities Laws beneficially owns or exercises control or direction over an aggregate of more than 50% of the then outstanding Common Shares,

(ii) an event as a result of or following which the Issuer or any Subsidiary is not wholly owned (if wholly owned as of the date hereof), directly or indirectly, by the Parent Company,

(iii) the sale or other transfer of all or substantially all of the consolidated assets of the Parent Company, or a sale, transfer, conveyance or lease of all or any substantial part of the assets of any Subsidiary, or the sale or assignment, with or without recourse, of any of its receivables, or

(iv) a sale, merger, reorganization or other similar transaction or series of transactions involving the Parent Company unless the previous holders of the Common Shares hold at least 50% of the voting shares of such merged, reorganized or other continuing entity,

provided, however, that a Change of Control Transaction shall not include the transactions contemplated by the Plan of Arrangement;

(k) "**CGX**" has the meaning given to it in Section 4.10(e);

(l) "**Closing**" means completion of the transactions contemplated by this Agreement in accordance with Article 2 of this Agreement and occurring on the Closing Date;

(m) "**Closing Date**" means the Business Day on which all of the conditions set forth in Section 3.1 are satisfied, which shall be the same date as the "Effective Date" in the Plan of Arrangement;

(n) "**Closing Time**" shall mean the same time as the "Effective Time" in the Plan of Arrangement, or such other time on the Closing Date as the parties may agree;

(o) "**Collateral**" has the meaning as given to it in each respective Security Document;

(p) "**Collateral Agent**" means Gotham Green Admin 1, LLC, in its capacity as collateral agent for the Secured Lenders, or any successor agent appointed pursuant to Section 25.8;

(q) "**Common Shares**" means the fully paid and non-assessable common shares in the share capital of the Parent Company, as constituted from time to time;

(r) "**Control Agreement**" means a control agreement, in form and substance reasonably satisfactory to the Collateral Agent, executed and delivered by the applicable Credit Party, the Collateral Agent and the applicable securities intermediary or bank, which agreement is sufficient to give the Collateral Agent "control" over each of such Credit Party's securities accounts, deposit accounts or investment property, as the case may be;

(s) "**Controlled Group**" means all members of a controlled group of corporations and all members of a controlled group of trades or businesses (whether or not incorporated) under common control and all members of an affiliated service group which, together with a Credit Party, are treated as a single employer under Section 414 of the U.S. Tax Code or Section 4001 of ERISA;

(t) "**Court**" means the Supreme Court of British Columbia;

(u) "**Credit Parties**" means, collectively, the Parent Company, the Issuer, and each other Subsidiary, and each is a "**Credit Party**";

(v) "**CSE**" means the Canadian Securities Exchange;

(w) "**Debtor Relief Laws**" means the Bankruptcy Reform Act of 1996 as amended or any Canadian counterpart, *Bankruptcy and Insolvency Act* (Canada), the *Companies' Creditors Arrangement Act* (Canada), the *Winding-Up and Restructuring Act* (Canada), the Bankruptcy Code of the United States, the *Canada Business Corporations Act* or the arrangement or reorganization provisions of any other comparable Canadian provincial or territorial legislation, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, preference, arrangement, rearrangement, receivership, insolvency, reorganization or similar debtor relief Laws of the United States or other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally;

(x) "**Deferred Professional Fees**" has the meaning given to it in Article 17 and in the amounts as of the Closing Date set forth in Schedule 17;

(y) "**Disclosure Documents**" has the meaning given to it in Section 4.16(b);

(z) "**EDGAR**" means the Electronic Data Gathering, Analysis, and Retrieval System as found at www.sec.gov/edgar

(aa) "**Environment**" means indoor air, ambient air, surface water, groundwater, drinking water, land surface, subsurface strata and natural resources such as wetlands, flora and fauna;

(bb) "**Environmental Laws**" means any applicable Law relating to pollution, protection of the Environment and natural resources, pollutants, contaminants, or chemicals or any toxic or otherwise hazardous substances, wastes or materials, or the protection of human health and safety as it relates to any of the foregoing, including any applicable provisions of the United States *Comprehensive Environmental Response, Compensation and Liability Act of 1980*, as amended;

(cc) "**Environmental Liability**" means any liability, contingent or otherwise (including any liability for damages, costs of investigation and remediation, fines, penalties or indemnities), of or relating to the Credit Parties (or any one or more of them) directly or indirectly resulting from or based upon (a) violation of, or liability under or relating to, any Environmental Law, (b) the generation, use, handling, transportation, storage, treatment or disposal of any Hazardous Materials, (c) exposure to any Hazardous Materials, (d) the actual or alleged presence, Release or threatened Release of any Hazardous Materials or (e) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing;

(dd) "**Environmental Permit**" means any permit, approval, identification number, license or other authorization required under any Environmental Law;

(ee) "**Equity Interest**" means shares of capital stock, partnership interests, membership interests in a limited liability company, beneficial interests in a trust or other equity ownership interests in a Person, or any warranty, options or other rights to acquire such interests;

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

(gg) "**Event of Default**" has the meaning given to it in Section 6.1;

(hh) "**Excluded Laws**" has the meaning given to it in the definition of "Laws";

(ii) "**Final Order**" shall mean that certain final order of the Supreme Court of British Columbia dated October 5, 2020 approving the Plan of Arrangement in *In the matter of Part 9, Division 5, Section 291 of the Business Corporations Act S.B.C. 2002, c. 57, as amended and in the matter of a proposed arrangement of iAnthus Capital Holdings, Inc. and iAnthus Capital Management, LLC, and involving S8 Rental Services, LLC, MPX Bioceutical ULC, Bergamot Properties, LLC, iAnthus Holdings Florida, LLC, Growhealthy Properties, LLC, Fall River Development Company, LLC, CGX Life Sciences Inc., GTL Holdings, LLC, iAnthus Empire Holdings, LLC, Ambary, LLC, Pakalolo, LLC, iAnthus Arizona, LLC, S8 Management, LLC, Scarlet Globemallow, LLC, GHHIA Management, Inc., McCrory's Sunny Hill Nursery, LLC, IA IT, LLC, Pilgrim Rock Management , LLC, Mayflower Medicinals, Inc., IMT, LLC, Greenmart of Nevada NLV, LLC, iAnthus New Jersey, LLC, IA CBD, LLC, Citiva Medical, LLC, Grassroots Vermont Management Services, LLC and FWR, Inc*.

(jj) "**Financial Statements**" has the meaning given to it in Section 4.16(b);

(kk) "**GAAP**" means generally accepted accounting principles set forth from time to time in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board (or agencies with similar functions of comparable stature and authority within the accounting profession), which are applicable to the circumstances as of the date of determination, and consistently applied;

(ll) "**Gotham Lenders**" means, collectively, Gotham Green Fund 1, L.P., Gotham Green Fund 1 (Q), L.P., Gotham Green Fund II, L.P., Gotham Green Fund II (Q), L.P., Gotham Green Credit Partners SPV 1, L.P., and Gotham Green Partners SPV V, L.P., and their respective permitted successors and assigns;

(mm) "**Governmental Body**" means any government, parliament, legislature, regulatory authority, agency, commission, board or court or other law, rule, or regulation-making entity having or purporting to have jurisdiction on behalf of any nation or state or province or other subdivision thereof including any municipality or district;

(nn) "**Guarantor**" has the meaning provided in the Guaranty and Security Agreement;

(oo) "**Guaranty and Security Agreement**" has the meaning provided in the definition of "Security Documents";

(pp) "**Hazardous Materials**" means all materials, pollutants, contaminants, chemicals, compounds, constituents, substances or wastes, including petroleum or petroleum distillates, asbestos or asbestos-containing materials, polychlorinated biphenyls, lead, radon gas, pesticides, fungicides, fertilizers, or toxic mold that are regulated pursuant to, or which could give rise to liability under, applicable Environmental Law;

(qq) "**IFRS**" means the international financial reporting standards adopted by the International Accounting Standards Board;

(rr) "**Immaterial Subsidiary**" means any subsidiary of the Parent Company that (a) did not, as of the last day of the fiscal quarter of the Parent Company most recently ended, have assets with a value in excess of one percent (1%) of the assets of the Parent Company and its subsidiaries on a consolidated basis or revenues representing in excess of one percent (1%) of total revenues of the Parent Company and its subsidiaries on a consolidated basis as of such date and (b) taken together with all Persons determined to be Immaterial Subsidiaries in the foregoing clause (a) as of the last day of the fiscal quarter of the Parent Company most recently ended, did not have assets with a value in excess of five percent (5%) of the assets of the Parent Company and its subsidiaries on a consolidated basis or revenues representing in excess of five percent (5%) of total revenues of the Parent Company and its subsidiaries on a consolidated basis as of such date. The Immaterial Subsidiaries in existence on the Closing Date are set forth on Schedule 4.5;

(ss) "**Income Tax Act**" means the *Income Tax Act* (Canada), as amended from time to time;

(tt) "**Indebtedness**" means, as to any Person at a particular time, without duplication, all of the following: (i) all obligations of such Person for borrowed money and all obligations of such Person evidenced by bonds, debentures, notes, loan agreements or other similar instruments; (ii) the maximum amount (after giving effect to any prior drawings or reductions which may have been reimbursed) of all outstanding letters of credit (including standby and commercial), bankers' acceptances, bank guaranties, and similar instruments issued or created by or for the account of such Person; (iii) net obligations of such Person under any swap contract; (iv) all obligations of such Person to pay the deferred purchase price of property or services (other than (1) trade payables and accrued expenses payable in the ordinary course of business, including amounts that are over 90 days past due of up to $1,000,000.00 (excluding fees and expenses of Company Advisors (as defined in the Plan of Arrangement) in connection with the Recapitalization Transaction or other advisors of the Credit Parties in connection with matters disclosed on Schedules 4.9(m) and 4.10(a) hereof, Deferred Professional Fees and accrued and unpaid interest thereon, and any other fees and expenses provided for under Article 17 of this Agreement and the Unsecured Debenture Agreement) in the aggregate at any given time, (2) any earn-out obligation until such obligation becomes a liability on the balance sheet of such Person in accordance with GAAP and (3) accruals for payroll and other liabilities accrued in the ordinary course); (v) indebtedness (excluding prepaid interest thereon) secured by a Lien on property owned or being purchased by such Person (including indebtedness arising under conditional sales or other title retention agreements and mortgage, industrial revenue bond, industrial development bond and similar financings), whether or not such indebtedness shall have been assumed by such Person or is limited in recourse; (vi) capital lease obligations that would appear on a balance sheet of such Person prepared as of such date in accordance with GAAP, except for ASC 842 leases; and (vii) to the extent not otherwise included above, all guarantees and other contingent obligations of such Person, but excluding endorsements for collection or deposit and customary and reasonable indemnity obligations entered into in the ordinary course of business;

(uu) "**Indemnified Liabilities**" has the meaning given to it in Section 8.1(a);

(vv) "**Indemnified Parties**" has the meaning given to it in Section 8.1(a);

(ww) "**Initial Principal Amount**" means the aggregate principal amount of the Secured Debentures as of the Restructuring Closing, being $99,736,842.05;

(xx) "**Intellectual Property**" means all trade or brand names, business names, trademarks, service marks, copyrights, patents, patent rights, licenses, industrial designs, know-how (including trade secrets and other unpatented or patentable proprietary or confidential information, systems or procedures), computer software, inventions, designs and other industrial or intellectual property of any nature whatsoever;

(yy) "**Intellectual Property Security Agreement**" has the meaning provided in the definition of "Security Documents";

(zz) "**Intercompany Note**" means the amended and restated intercompany note made by the Credit Parties on the Closing Date, as amended, restated, supplemented or otherwise modified from time to time in accordance with the terms thereof;

(aaa) "**Investments**" means each of the investments, loans, management services agreements, real estate holdings and Intellectual Property of the Parent Company disclosed in filings on SEDAR or EDGAR pursuant to which the Parent Company conducts its operations;

(bbb) "**Investor Rights Agreement**" means that certain investor rights agreement dated as of the Closing Date, by and among the Parent Company, the Issuer and the "Investors" party thereto (as such term is defined therein), as amended, restated, supplemented or otherwise modified from time to time;

(ccc) "**Issued Principal Amount**" has the meaning given to it in the recitals;

(ddd) "**Issuer**" has the meaning given to it in the preamble;

(eee) "**Laws**" means all laws, statutes, codes, ordinances, decrees, rules, regulations, municipal by-laws, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, rulings or awards, policies, voluntary restraints, guidelines of any Governmental Body, or any provisions of the foregoing, including general principles of common and civil law and equity, binding on or affecting the Person referred to in the context in which such word is used, whether applicable in Canada or the United States or any other jurisdiction; and "**Law**" means any one of them. Notwithstanding the foregoing, the definition of Laws excludes any U.S. federal laws, Canadian federal, provincial or territorial laws, statutes, codes, ordinances, decrees, rules, regulations which apply to the production, trafficking, distribution, processing, extraction, sale, or any transactions promoting the business or involving the proceeds of marijuana (cannabis) and related substances (collectively, the "**Excluded Laws**"); provided, however, that Excluded Laws shall not include any provision of the U.S. Tax Code, including, without limitation, Section 280E of the U.S. Tax Code;

(fff) "**Leased Premises**" has the meaning given to it in Section 4.11(k);

(ggg) "**Licenses**" has the meaning given to it in Section 4.9(l) and "**License**" means any of them;

(hhh) "**Lien**" means any mortgage, charge, pledge, hypothecation, security interest, assignment, lien (statutory or otherwise), charge, title retention agreement or arrangement, restrictive covenant or other encumbrance of any nature, or any other arrangement or condition which, in substance, secures payment or performance of an obligation;

(iii) "**Loss**" has the meaning given to it in Section 8.1(a);

(jjj) "**Material Adverse Effect**" means any change, effect, event, situation or condition that is materially adverse to the business, results or operations, properties or financial condition of the Parent Company and its subsidiaries taken as a whole; provided, however, that in determining whether there has been a "Material Adverse Effect", any adverse effect attributable to the following shall be disregarded: (a) events, changes, developments, conditions or circumstances in worldwide, national or local conditions or circumstances (political, economic, regulatory or otherwise) that adversely affect the Parent Company's industry generally unless there is a disproportionate adverse impact on the Parent Company, its subsidiaries or any Affiliate, taken as a whole, (b) an outbreak or escalation of war, armed hostilities, acts of terrorism, political instability or other national calamity, crisis or emergency, including pandemics, or any governmental response to any of the foregoing, in each case, whether occurring within or outside of Canada or the United States unless there is a disproportionate adverse impact on the Parent Company, its subsidiaries or any Affiliate, taken as a whole, (c) any change in law or accounting policies (and any changes resulting therefrom) unless there is a disproportionate adverse impact on the Parent Company, its subsidiaries or any Affiliate, taken as a whole, (d) epidemics, pandemics and other public health emergencies, including those related to the novel coronavirus known as COVID-19; (e) steps or actions reasonably necessary to be taken pursuant to the Restructuring Support Agreement or the Plan of Arrangement, or (f) any action or omission of any Credit Party taken with the prior written consent of the Requisite Secured Lenders;

(kkk) "**Mortgaged Properties**" and "**Mortgaged Property**" have the meanings given to them in Section 4.19(b);

(lll) "**Mortgages**" means collectively, the deeds of trust, trust deeds, deeds to secure debt, hypothecs and mortgages made by the Credit Parties in favor or for the benefit of the Collateral Agent on behalf of the Secured Lenders creating and evidencing a Lien on a Mortgaged Property in form and substance reasonably satisfactory to the Collateral Agent with such terms and provisions as may be required by the applicable Laws of the relevant jurisdiction, and any other mortgages executed and delivered pursuant to Section 4.20(n), in each case, as the same may from time to time be amended, restated, supplemented, or otherwise modified;

(mmm) "**MPX Obligations**" means the items set forth on Schedule 4.20(s);

(nnn) "**Multiemployer Pension Plan**" means a multiemployer plan, as defined in Section 4001(a)(3) of ERISA, to which any Credit Party may have any liability;

(ooo) "**New Jersey Debt**" means all Indebtedness and other obligations of the applicable Credit Parties arising under those certain Senior Secured Bridge Notes due February 2, 2023, made by iAnthus New Jersey, LLC and guaranteed by the Parent Company on February 2, 2021, in favor of Gotham Green Fund II, L.P., Gotham Green Fund II (Q), L.P., [*], [*], [*], and [*], in the original aggregate principal amount of $11,000,000;

(ppp) "**New Lenders**" has the meaning given to it in the recitals;

(qqq) "**NI 51-102**" means National Instrument 51-102 – *Continuous Disclosure Obligations* as such instrument is in effect in the Province of Ontario as of the Restructuring Closing;

(rrr) "**Obligations**" means all advances to, and debts, liabilities, obligations, covenants and duties of, each Credit Party arising under any Transaction Agreement or otherwise with respect to this Agreement or any Secured Debenture, whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising and including interest and fees that accrue after the commencement by or against any Credit Party of any proceeding under any Debtor Relief Laws naming such Person as the debtor in such proceeding, regardless of whether such interest and fees are allowed claims in such proceeding. Without limiting the generality of the foregoing, the Obligations of the Credit Parties under the Transaction Agreements include (i) the obligation (including guarantee obligations) to pay principal, interest, reimbursement obligations, charges, expenses, fees, attorneys' fees, indemnities and other amounts payable by the Credit Parties under any Transaction Agreement and (ii) the obligation of the Credit Parties to reimburse any amount in respect of any of the foregoing that any Secured Lender, in its sole discretion, may elect to pay or advance on behalf of such Person;

(sss) "**Observers**" and "**Observer**" have the meanings ascribed thereto in Section 4.20(g);

(ttt) "**Original Agreement**" has the meaning given to it in the recitals;

(uuu) "**OSC**" means the Ontario Securities Commission;

(vvv) "**OTC**" means the OTCQB – The Venture Market or the OTCQX – Best Market;

(www) "**PBGC**" means the Pension Benefit Guaranty Corporation and any entity succeeding to any or all of its functions under ERISA;

(xxx) "**Pension Plan**" means a "pension plan", as such term is defined in Section 3(2) of ERISA, which is subject to Title IV of ERISA (other than a Multiemployer Pension Plan) and as to which any Credit Party has or may have any liability, including any liability by reason of having been a substantial employer within the meaning of Section 4063 of ERISA at any time during the preceding five years, or by reason of being deemed to be a contributing sponsor under Section 4069 of ERISA, and, for the avoidance of doubt, "Pension Plan" shall not include a Canadian Pension Plan;

(yyy) "**Permits**" means all licenses, permits, approvals, consents, certificates, registrations and authorizations (whether governmental, regulatory or otherwise);

(zzz) "**Permitted Liens**" has the meaning given to it in Section 4.20(r) and "**Permitted Lien**" means any one of them;

(aaaa) "**Person**" means any individual, partnership, limited partnership, joint venture, syndicate, sole proprietorship, corporation with or without share capital, company, limited liability company, unlimited liability company, unincorporated organization, association, trust, trustee, executor, administrator or other legal personal representative, Governmental Body, authority or entity however designated or constituted;

(bbbb) "**Personal Information**" means any information about a Person and includes information contained in this Agreement and the documents to be delivered by such Person in connection with the transactions contemplated herein;

(cccc) "**Plan of Arrangement**" means that certain amended and restated Plan of Arrangement of the Parent Company and the Issuer dated August 6, 2020, filed in the Court under Section 288 of the *Business Corporations Act* (British Columbia);

(dddd) "**Proceeds**" means the proceeds of the loans funded by the Secured Lenders to the Issuer on the Closing Date;

(eeee) "**Professional Fees**" has the meaning given to it in Section 2.2;

(ffff) "**Purchase Price**" has the meaning given to it in Section 2.2 (for the avoidance of doubt, the amount to be received by the Issuer being less applicable deductions for Professional Fees as set forth in Schedule 2.3);

(gggg) "**Qualifying Provinces**" means all provinces of Canada, other than the Province of Quebec;

(hhhh) "**Reaffirmation Agreement**" means that certain agreement executed by each Credit Party to the Original Agreement on the Closing Date in which each Credit Party ratifies and reaffirms all of its payment and performance obligations and liabilities under the Original Agreement and Transaction Agreements (as defined therein), except as provided for in the Plan or Arrangement (including without limitation the releases set out in Article 5 of the Plan of Arrangement) and as amended and restated hereunder or under the Transaction Agreements;

(iiii) "**Real Properties**" has the meaning given to it in Section 4.11(j);

(jjjj) "**Registration Rights Agreement**" means that certain registration rights agreement dated as of the Closing Date, by and among the Parent Company, the Issuer and the "Holders" party thereto (as such term is defined therein), as amended, restated, supplemented or otherwise modified from time to time;

(kkkk) "**Release**" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, disposing or migrating in, into, onto or through the Environment;

(llll) "**Requisite Secured Lenders**" means the Secured Lenders who together hold at least 66 2/3% of all of the Secured Debentures held by all Secured Lenders at the time a determination is made.

(mmmm) "**Restructuring Closing**" means the completion of all transactions contemplated under the Plan of Arrangement;

(nnnn) "**Restructuring Support Agreement**" means that certain Restructuring Support Agreement dated as of July 10, 2020, as amended, by and among the Parent Company, the Subsidiaries signatory thereto, the Lenders (as defined therein) party thereto, the Consenting Debenture Holders (as defined therein) party thereto, and each other Person that becomes a party thereto from time to time, as may be further amended, restated, supplemented or otherwise modified from time to time in accordance with the terms thereof;

(oooo) "**Section 3(a)(10) Exemption**" has the meaning given to it in Section 4.7(b);

(pppp) "**Secured Debenture Certificates**" means the certificates representing the Secured Debentures, as amended, restated, supplemented or otherwise modified from time to time;

(qqqq) "**Secured Debentures**" means the 8.0% senior secured debentures due June 24, 2027 issued by the Issuer to the Secured Lenders on the Closing Date in connection with the Plan of Arrangement (including the debentures being defined as "New Secured Notes" under the Plan of Arrangement) in the Issued Principal Amount;

(rrrr) "**Secured Lenders**" has the meaning given to it in the recitals (and for certainty includes without limitation the Additional Principal Amount Lenders) and includes their permitted successors and assigns;

(ssss) "**Securities Commissions**" means collectively, the applicable securities commission or securities regulatory authority in each of the Qualifying Provinces;

(tttt) "**Security Agreements**" has the meaning provided in the definition of "Security Documents";

(uuuu) "**Security Documents**" means the Secured Debenture Certificates and all other security and/or guarantees granted by any Credit Party, or any other Person from time to time in favour of the Secured Lenders, or the Collateral Agent for the benefit of the Secured Lenders, as security for the Credit Parties' Obligations, including, without limitation, the Amended and Restated Guaranty and Security Agreement entered into among the Subsidiaries located in the United States and the Collateral Agent on or about the Closing Date, as amended, restated, supplemented or otherwise modified from time to time (the "**Guaranty and Security Agreement**"), the Amended and Restated Guaranty and Pledge Agreement entered into among the Parent Company, MPX Bioceutical ULC and the Collateral Agent on or about the Closing Date, as amended, restated, supplemented or otherwise modified from time to time (the "**Guaranty and Pledge Agreement**"), the Second Amended and Restated General Security Agreement entered into among the Parent Company and the Collateral Agent on or about the Closing Date, as amended, restated, supplemented or otherwise modified from time to time (the "**iAnthus GSA**"), and the Amended and Restated General Security Agreement entered into among MPX Bioceutical ULC and the Collateral Agent on or about the Closing Date, as amended, restated, supplemented or otherwise modified from time to time (the "**MPX GSA**"), and the Amended and Restated Irrevocable Power of Attorney entered into by the Parent Company on or about the Closing Date, as amended, restated, supplemented or otherwise modified from time to time (the "**MPX Power of Attorney**"), the Trademark Security Agreement entered into among the Credit Parties and the Collateral Agent on or about the Closing Date, as amended, restated, supplemented or otherwise modified from time to time (the "**Trademark Security Agreement**"), the Amended and Restated Collateral Assignment of Contract Rights entered into among the Credit Parties and the Collateral Agent on the Closing Date, as amended, restated, supplemented or otherwise modified from time to time (the "**Collateral Assignment Agreement**" and collectively, with the Guaranty and Security Agreement, the Guaranty and Pledge Agreement, the iAnthus GSA, the MPX GSA, the MPX Power of Attorney, and the Trademark Security Agreement, the "**Security Agreements**"), the Mortgages, any other share pledge granted by the Parent Company or any of its subsidiaries, any other general security agreement or intellectual property security agreement granted by the Parent Company or any of its subsidiaries, in favour of the Secured Lenders, or the Collateral Agent for the benefit of the Secured Lenders, and any other guarantee granted by the Parent Company or any of its subsidiaries in favour of the Secured Lenders, or the Collateral Agent for the benefit of the Secured Lenders, in each case as amended, restated, supplemented or otherwise modified from time to time;

(vvvv) "**SEDAR**" means the System for Electronic Document Analysis and Retrieval as found at www.sedar.com;

(wwww) "**Solvent**" means, with respect to a Person, that (a) the fair value (as calculated according to the Parent Company's quarterly and annual financial statements in accordance with GAAP) of the assets of such Person and its Subsidiaries, on a consolidated basis, exceeds, on a consolidated basis, their debts and liabilities, subordinated, contingent or otherwise, (b) the present fair saleable value of the property of such Person and its Subsidiaries, on a consolidated basis, is greater than the amount that will be required to pay the probable liability, on a consolidated basis, of their debts and other liabilities, subordinated, contingent or otherwise, as such debts and other liabilities become absolute and matured, (c) such Person and its Subsidiaries, on a consolidated basis, are able to pay their debts and liabilities, subordinated, contingent or otherwise, as such liabilities become absolute and matured and (d) such Person and its Subsidiaries, on a consolidated basis, are not engaged in, and are not about to engage in, business for which they have unreasonably small capital. The amount of any contingent liability at any time shall be computed as the amount that would reasonably be expected to become an actual and matured liability;

(xxxx) A "**subsidiary**" of a Person means a corporation, partnership, joint venture, limited liability company or other business entity of which (i) a majority of the shares of securities or other interests having ordinary voting power for the election of directors or other governing body (other than securities or interests having such power only by reason of the happening of a contingency) are at the time beneficially owned, (ii) more than half of the issued share capital is at the time beneficially owned or (iii) the management of which is otherwise controlled, directly or indirectly, through one or more intermediaries, or both, by such Person;

(yyyy) "**Subsidiary**" means any subsidiary of the Parent Company other than the Immaterial Subsidiaries. Unless otherwise specified, all references herein to a "Subsidiary" or to "Subsidiaries" shall refer to a Subsidiary or Subsidiaries of the Parent Company;

(zzzz) "**Taxes**" means all present and future taxes (including income tax, capital tax, payroll taxes, employer health tax, workers' compensation payments, property taxes, sales taxes, custom and land transfer taxes), duties, royalties, levies, imposts, assessments, reassessments, deductions, charges or withholdings and all liabilities with respect thereto including any penalty and interest payable with respect thereto;

(aaaaa) "**Transaction Agreements**" means this Agreement and all agreements, certificates and other instruments and documents delivered or given pursuant thereto, including, without limitation, the Reaffirmation Agreement, Security Documents, Intercompany Note, the Secured Debenture Certificates, the Investor Rights Agreement, and the Registration Rights Agreement, in each case as may be amended, restated, supplemented, or otherwise modified from time to time in accordance with the terms thereof;

(bbbbb) "**United States**" or "**U.S.**" means the United States of America, its territories and possessions, any State of the United States, and the District of Columbia;

(ccccc) "**Unsecured Debenture Agreement**" has the meaning given to it in the recitals;

(ddddd) "**Unsecured Debenture Certificates**" means the certificates representing the Unsecured Debentures, as amended, restated, supplemented or otherwise modified from time to time;

(eeeee) "**Unsecured Debentures**" means the 8.0% unsecured debentures due June 24, 2027 issued by the Issuer to the Unsecured Lenders on the Closing Date in accordance with the Plan of Arrangement (such debentures being defined as "New Unsecured Notes" under the Plan of Arrangement), in the initial aggregate principal amount of $20,000,000;

(fffff) "**Unsecured Transaction Agreements**" means the Unsecured Debenture Agreement and all agreements, certificates and other instruments and documents delivered or given pursuant thereto or entered into in connection thereto, including, without limitation, the Plan of Arrangement, Final Order, Unsecured Debentures, and the Unsecured Debenture Certificates, in each case as may be amended, restated, supplemented, or otherwise modified from time to time in accordance with the terms thereof;

(ggggg) "**U.S. Exchange Act**" means the United States *Securities Exchange Act of 1934*, as amended;

(hhhhh) "**U.S. Securities Act**" means the United States *Securities Act of 1933*, as amended;

(iiiii) "**U.S. Securities Laws**" means the United States federal securities laws, including, without limitation, the U.S. Securities Act and the U.S. Exchange Act, and applicable state securities laws;

(jjjjj) "**U.S. Tax Code**" mean the United States *Internal Revenue Code of 1986*, as amended;

(kkkkk) "**[*]**" has the meaning given to it in Section 4.10(e); and

(llllll) "**[*]**" has the meaning given to it in Section 4.10(e).

1.2 SCHEDULES AND EXHIBITS

The following are the schedules and exhibits attached to this Agreement:

Schedule 1.6	Existing Consents
Schedule 2.1	Secured Lender Allocations
Schedule 2.2	Additional Principal Amount Lender Allocations
Schedule 2.3	Purchase Price Allocations
Schedule 4.2	Dissolved Credit Parties
Schedule 4.3(a)	Capital of the Parent Company
Schedule 4.3(b)	Option to Purchase Common Shares of the Parent Company
Schedule 4.4	Shareholder Agreements
Schedule 4.5	Subsidiaries
Schedule 4.9	Compliance with Laws
Schedule 4.9(m)	Notices of Defect
Schedule 4.10(a)	Litigation and Other Proceedings
Schedule 4.11(a)(i)	Owned and Leased Property
Schedule 4.11(a)(ii)	Claims Restricting Use of Transfer of Property or Assets
Schedule 4.11(c)	Material Agreements of Credit Parties
Schedule 4.11(k)	Lease Defaults
Schedule 4.16	Financial, Tax and Disclosure Matters
Schedule 4.20(r)	Permitted Liens
Schedule 4.20(s)	Existing Indebtedness
Schedule 4.20(t)	Investments
Schedule 4.20(u)	Transactions with Affiliates
Schedule 4.20(v)	Permitted Subsidiary Change of Control Transactions
Schedule 4.20(x)	Use of Proceeds
Schedule 4.20(dd)	Permitted Asset Dispositions
Schedule 4.20(ee)	Post-Closing Covenants
Schedule 17	Deferred Professional Fees
Schedule 18	Notice Information
Exhibit "A"	Form of Secured Debenture Certificate

1.3 HEADINGS

The inclusion of headings in this Agreement are for convenience of reference only and shall not affect the construction or interpretation hereof. The terms "**this Agreement**", "**hereof**", "**hereunder**" and similar expressions refer to this Agreement and not to any particular section or other portion hereof and include any agreement supplemental hereto.

1.4 GENDER AND NUMBER

Words importing the singular number only shall include the plural and vice versa, and words importing the masculine gender shall include the feminine gender and neuter.

1.5 CURRENCY

Unless otherwise noted, all references to currency shall be United States dollars and all payments contemplated herein shall be paid in United States funds, by certified cheque, bank draft or wire transfer of immediately available funds.

1.6 ENTIRE AGREEMENT

This Agreement together with the other Transaction Agreements constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties, including, without limitation, the Original Agreement and that certain confidentiality agreement dated March 19, 2018 between Gotham Green Partners, LLC and the Parent Company; provided, however, that the consents provided under the Original Agreement by the Collateral Agent and/or the Secured Lenders (other than the New Lenders), as set forth on Schedule 1.6 hereto, shall remain in full force and effect. There are no other agreements between the parties in connection with the subject matter hereof except as specifically set forth or referred to herein or therein. To the extent that any provisions of this Agreement are inconsistent with the provisions of the Plan of Arrangement, then the terms of the Plan of Arrangement shall be paramount and prevail to the extent of the inconsistency. For greater certainty, the rights of the Secured Lenders under (i) the Registration Rights Agreement, (ii) Investor Rights Agreement, and (ii) any Unsecured Transaction Agreements, in each case to which they are now or hereafter become a party are separate from and in addition to the rights of such Secured Lenders hereunder (including without limitation in connection with the provisions which address the same subject matter herein and therein).

The description of the Secured Debentures herein is a summary only and is subject to the specific attributes and detailed provisions set forth in the Secured Debenture Certificates. In case of any inconsistency between the description of the Secured Debentures in this Agreement and the terms of the Secured Debentures as set forth in the Secured Debenture Certificates, the provisions of the Secured Debenture Certificates shall govern.

1.7 TIME OF ESSENCE

Time shall be of the essence of this Agreement and of every part hereof and no extension or variation of this Agreement shall operate as a waiver of this provision.

1.8 TO THE KNOWLEDGE

Where any representation or warranty contained in this Agreement is expressly qualified by reference to the knowledge of the Parent Company, the Parent Company confirms that it has made due and diligent inquiry of such Persons (including appropriate employees, officers and directors of the Parent Company and its Affiliates) as it reasonably and in good faith considers necessary to verify the accuracy of the matters that are the subject of the representations and warranties.

1.9 LANGUAGE

The parties hereby acknowledge that they have expressly required this Agreement and all notices, statements of account and other documents required or permitted to be given or entered into pursuant hereto to be drawn up in the English language only. *Les parties reconnaissent avoir expressment demandé que la présente Convention ainsi que tout avis, tout état de compte et tout autre document à être ou pouvant être donné ou conclu en vertu des dispositions des présentes, soient rédigés en langue anglaise seulement.*

1.10 JOINDER OF THE NEW LENDERS

By its execution of this Agreement, each of the Persons identified on the signature pages hereto as a New Lender hereby confirms and agrees that, as of the Closing Date, it shall be and become a party to this Agreement as a Secured Lender and shall have all of the rights and be obligated to perform all of the obligations of a Secured Lender hereunder with their respective commitment of the Issued Principal Amount equal to the amounts set forth on Schedule 2.1 attached hereto. On and after the Closing Date, all references to "Secured Lenders" herein shall be deemed to include the New Lenders unless specifically otherwise indicated herein.

ARTICLE 2
ISSUANCE OF SECURED DEBENTURES; CLOSING CONDITIONS

2.1 ISSUANCE OF SECURED DEBENTURES; RESTRUCTURING CLOSING

In reliance upon the representations, warranties and covenants set out in this Agreement and the Restructuring Support Agreement and the Restructuring Closing and effectiveness of the Plan of Arrangement, the Issuer agrees to issue to the Secured Lenders at the Restructuring Closing, and the Secured Lenders agree to accept, the Secured Debentures. On the Closing Date, the Issuer shall execute and deliver to each Secured Lender a Secured Debenture Certificate in the amount opposite such Secured Lender's name on Schedule 2.1.

2.2 ISSUANCE OF THE ADDITIONAL PRINCIPAL AMOUNT

Immediately after Restructuring Closing, on the Closing Date, the Additional Principal Amount Lenders shall pay the purchase price equal to the Additional Principal Amount (the "**Purchase Price**"), less any applicable amounts to cover the Credit Parties' obligations to pay the fees, expenses and costs incurred by the Credit Parties, the Secured Lenders and Collateral Agent, including the Additional Principal Amount Lenders, and the lenders party to the Unsecured Debenture Agreement and payable in connection with this Agreement, the Unsecured Debenture Agreement, the Restructuring Support Agreement, and the Plan of Arrangement (collectively, the "**Professional Fees**"), pursuant to a written letter of instruction from the Issuer and the Parent Company to the Additional Principal Amount Lenders (the "**Credit Party Payment Direction**"). In reliance upon the representations, warranties and covenants set out in this Agreement, the Additional Principal Amount Lenders hereby agree to subscribe for and purchase from Issuer, and Issuer agrees to issue and sell to the Additional Principal Amount Lenders, on the Closing Date, $25,000,000 aggregate principal amount of the Secured Debentures to be allocated in the amounts opposite each Additional Principal Amount Lender's name on Schedule 2.2. For the avoidance of doubt, the Professional Fees shall reduce both the Purchase Price and proceeds from the issuance of the Secured Debentures without reduction of Issued Principal Amount of the Secured Debentures.

2.3 IRREVOCABLE DIRECTION

On the Closing Date (prior to the Restructuring Closing), the Additional Principal Amount Lenders shall deliver or cause to be delivered the Purchase Price to the Issuer, less any applicable deductions for payment of Professional Fees, as set forth on Schedule 2.3 and in accordance with the Credit Party Payment Direction.

2.4 ISSUANCE OF CERTIFICATES

Immediately following Restructuring Closing, on the Closing Date, the Issuer shall issue to the Secured Lenders, the Secured Debentures to be issued pursuant to Sections 2.1 and 2.2, and shall execute and deliver to the Secured Lenders certificates representing the Secured Debenture Certificate(s) and registered in the name of the Secured Lenders or as they may otherwise direct in writing, against delivery of the Purchase Price (less any applicable deductions for the Professional Fees) and the other consideration delivered by the Secured Lenders in connection with the Restructuring Closing and the Plan of Arrangement.

ARTICLE 3
CLOSING ARRANGEMENTS AND CONDITIONS

3.1 SECURED LENDERS' CONDITIONS

The Secured Lenders or Collateral Agent may require that each or any of the following conditions be satisfied as a condition to accepting the Secured Debentures and closing the transactions contemplated under this Agreement:

(a) the transactions described in the Plan of Arrangement have been approved by all Governmental Bodies which have jurisdiction over any Credit Party and whose approval is required under applicable Law;

(b) the Secured Lenders shall have received the Secured Debenture Certificates, duly executed by the Issuer;

(c) the Secured Lenders shall have received each of the Transaction Agreements to be entered into on the Closing Date, each duly executed by each Credit Party party thereto;

(d) the Collateral Agent and the Secured Lenders shall have received payment for all applicable Professional Fees, which the parties hereto acknowledge and agree may be deducted from the Purchase Price to the extent such Professional Fees are not subject to a deferred compensation plan as set forth in Schedule 17;

(e) the Credit Parties shall have completed all necessary steps and all necessary proceedings shall have been taken to authorize, and all required consents shall have been obtained to permit, the transactions contemplated hereby;

(f) (i) the issuance of the Secured Debentures to each Secured Lender shall be legally permitted by all Laws to which each Secured Lender and each of the Issuer, the Parent Company and each other Credit Party is subject, and (ii) all authorizations, approvals or permits of, or filings with, any Governmental Body that are required by Law in connection with each of (x) the lawful issuance of the Secured Debentures by the Issuer and (y) the delivery and performance of obligations by any Credit Party under the Transaction Agreements, shall have been duly obtained by the Issuer and shall be effective;

(g) the representations and warranties of each Credit Party contained in each Transaction Agreement shall be true and correct at the Closing Time and each Credit Party shall have performed and complied with all of the terms, covenants, agreements and conditions to be performed or complied with by it under each Transaction Agreement at or prior to the Closing Time (other than any failure to perform or comply with such terms, covenants, agreements and conditions which the Collateral Agent has waived in writing);

(h) no Event of Default shall have occurred and be continuing, after giving effect to the waivers and releases contemplated under the Plan of Arrangement;

(i) on the Closing Date, each Credit Party shall have executed and delivered, or caused to be executed and delivered, to the Secured Lenders, a certificate signed by the appropriate officers of such Person certifying, *inter alia*, as to the (i) Articles and notice of articles of the Parent Company, and all constating, organizational or governing documents of each Subsidiary, (ii) resolutions of the board of directors, managers, shareholders or members, as applicable, of such Credit Party authorizing and approving such Credit Party's execution, delivery and performance of its obligations under the Transaction Agreements, and (iii) incumbency and signatures of the signing officers of such Credit Party;

(j) the Parent Company shall deliver a certificate of good standing of recent date for each Credit Party from the relevant authority in each jurisdiction in which such Credit Party is qualified to do business;

(k) the Secured Lenders shall have received from counsel for each Credit Party an opinion, dated as of the Closing Date, in form and substance satisfactory to the Collateral Agent, acting reasonably, including opinions in respect of corporate matters, enforceability, authorization, due execution, perfection and other matters reasonably requested by the Collateral Agent;

(l) all investment property of each Credit Party which is required to be delivered into the physical possession of the Collateral Agent under any Transaction Agreement shall have been so delivered;

(m) the Parent Company shall have delivered to the Collateral Agent updated evidence of insurance and evidence of all endorsements required under Section 4.20(i), in each case in form and substance reasonably acceptable to Collateral Agent; and

(n) such other documentation as the Secured Lenders or Collateral Agent may reasonably require, in form and substance satisfactory to the requesting Person, acting reasonably, shall have been prepared, executed and delivered.

The foregoing conditions are for the exclusive benefit of the Secured Lenders, provided that any of the said conditions may be waived in writing in whole or in part by the Collateral Agent without prejudice to any Secured Lender's rights of rescission in the event of the non-fulfilment and/or non-performance of any other conditions, any such waiver to be binding on each Secured Lender only if the same is in writing.

ARTICLE 4
REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE CREDIT PARTIES

Each Credit Party, for and on behalf of itself and, as it relates to the Parent Company, for and on behalf of each Subsidiary, represents and warrants as of the Closing Date, and covenants to the Secured Lenders and Collateral Agent as follows, and acknowledges that the Secured Lenders and Collateral Agent are relying upon the representations, warranties and covenants contained in this Agreement and in any certificate or other document delivered pursuant hereto in connection with the issuance of the Secured Debentures.

Notwithstanding anything contained herein to the contrary, each of the representations and warranties given by the Credit Parties in this Article 4, are deemed to specifically exclude any U.S. federal laws, statutes, codes, ordinances, decrees, rules, regulations which apply to the production, trafficking, distribution, processing, extraction, and/or sale of marijuana (cannabis) and related substances, other than Section 280E of the U.S. Tax Code.

4.1 CORPORATE POWER AND DUE AUTHORIZATION

Each Credit Party has the corporate or other organizational power and capacity to enter into, and to perform its obligations under, each of the Transaction Agreements to which it is a party. Each of the Transaction Agreements has been duly authorized, executed and delivered by each Credit Party thereto, and is a valid and binding obligation of such Credit Party enforceable against it in accordance with its terms, subject to Debtor Relief Laws, and the fact that equitable remedies, including the remedies of specific performance and injunction, may only be granted in the discretion of a court. Each action required to be performed by a Credit Party hereunder has been duly authorized by such Credit Party and, as applicable, its shareholders or members.

4.2 INCORPORATION, QUALIFICATION AND CAPACITY

Each Credit Party has been duly incorporated and organized and is validly existing as a corporation under the Laws of the jurisdiction in which it was incorporated, amalgamated, continued, formed or organized as the case may be, and except as disclosed on Schedule 4.2, no steps or proceedings have been taken by any Person, voluntary or otherwise, requiring or authorizing the dissolution or winding up of any Credit Party. Each Credit Party is duly qualified to carry on its business in each jurisdiction in which the conduct of its business or the ownership, leasing or operation of its property and assets requires such qualification (except for such jurisdictions where the failure to be so qualified could not result in a Material Adverse Effect) and has all requisite corporate power and capacity to conduct its business and to own, lease and operate its properties and assets.

4.3 CAPITAL OF THE PARENT COMPANY

(a) Prior to giving effect to the transactions contemplated by the Plan of Arrangement, the authorized and issued share capital of the Parent Company is set out on Schedule 4.3(a). All of the issued and outstanding shares of the Parent Company have been duly and validly authorized and issued as fully paid and non-assessable, and none of the outstanding shares of the Parent Company were issued in violation of the pre-emptive or similar rights of any security holder of the Parent Company.

(b) The terms and the number of options to purchase Common Shares granted by the Parent Company currently outstanding conforms to the description thereof contained on Schedule 4.3(b) and other than as contemplated by this Agreement, the Unsecured Transaction Agreements and the Plan of Arrangement, and options or other incentive securities to be granted to directors, officers, employees and consultants of the Parent Company to purchase Common Shares as described on Schedule 4.3(b), no Person has any agreement or option, right or privilege (contractual or otherwise) capable of becoming an agreement (including convertible or exchangeable securities and warrants) for the purchase or acquisition from any Credit Party of any interest in any Common Shares or other securities of any Credit Party whether issued or unissued.

4.4 NO SHAREHOLDER AGREEMENTS

Except as set forth on Schedule 4.4, there are no voting trusts or agreements, shareholders' agreements, buy sell agreements, rights of first refusal agreements, agreements relating to restrictions on transfer, pre-emptive rights agreements, tag-along agreements, drag-along agreements or proxies relating to any of the securities of any Credit Party, to which the Credit Party is a party.

4.5 SUBSIDIARIES

Except as disclosed on Schedule 4.5, the Parent Company has no direct or indirect subsidiaries other than the Subsidiaries, nor any investment in any Person other than the Investments, which, for the year ended December 31, 2021 accounted for, or which, for the two most recent fiscal quarters ended prior to the Closing Date is expected to account for, more than five percent (5%) of the assets or revenues of the Parent Company or would otherwise be material to the business and affairs of the Parent Company, in each case on a consolidated basis. The Parent Company owns, directly or indirectly, all of the issued and outstanding shares of the Subsidiaries, all of the issued and outstanding shares of the Subsidiaries are issued as fully paid and non-assessable shares, free and clear of all Liens, save and except any Liens created under or pursuant to the Transaction Agreements, and no Person has any agreement, option, right or privilege (whether pre-emptive or contractual) capable of becoming an agreement, for the purchase from any Credit Party of any interest in any of the shares in the capital of the Subsidiaries. Each of the Subsidiaries is set out on Schedule 4.5.

4.6 NO CONTRAVENTION

Neither the entering into nor the delivery of the Transaction Agreements nor the performance by any Credit Party of any of its obligations under the Transaction Agreements will be in conflict with, contravene, breach or result in any default under, or result in the creation of any Lien or encumbrance under, or relieve any Person from its obligations under:

(a) the Articles, notice of articles or other constating or organizational documents of any Credit Party;

(b) any mortgage, lease, contract or other legally binding agreement, instrument, license or Permit, to which any Credit Party is a party or by which it may be bound; or

(c) any applicable Law, statute, regulation, rule, order, decree, judgement, injunction or other restriction of any Governmental Body to which any Credit Party or of its or their respective assets or business may be subject.

None of the Credit Parties is (i) in violation of its Articles or any other constating or organizational documents of such Credit Party or (ii) in default of the performance or observance of any obligation, agreement, covenant or condition contained in any contract, indenture, trust deed, joint venture, mortgage, loan agreement, note, lease or other agreement or instrument to which it is a party or by which it or its property or assets may be bound, except in the case of clause (ii) for any such violations or defaults are described in Schedule 4.6(c) or any other schedule in this Agreement, none of which, either individually or in the aggregate, could reasonably be expected to result in a Material Adverse Effect.

4.7 ISSUANCE OF COMMON SHARES AND SECURITIES LAW MATTERS

(a) The Common Shares to be issued to the Secured Lenders as described in the Plan of Arrangement have been, or prior to the Effective Time (as defined in the Plan of Arrangement) will be, duly created and reserved for issuance and, when issued pursuant to the Plan of Arrangement:

(i) will be validly issued and outstanding as fully paid shares in the capital of the Parent Company;

(ii) will not have been issued in violation of or subject to any pre-emptive rights or contractual rights to purchase securities by which the Parent Company is bound or to which it is subject;

(iii) will not be subject to any restrictions on transfer or hold periods pursuant to Canadian Securities Laws (except in the case of a trade in such Common Shares which is a "control distribution" (as such term is defined in National Instrument 45-102 – *Resale of Securities*)); and

(iv) will be listed for trading on the CSE.

(b) The issuance of the Secured Debentures in connection with the Plan of Arrangement by the Parent Company, whether in the United States, Canada or any other country, shall be exempt from the registration requirements of the U.S. Securities Act pursuant to the exemption provided by Section 3(a)(10) thereof (the "**Section 3(a)(10) Exemption**") and/or a private placement exemption under Section 4(a)(2) of the U.S. Securities Act. Accordingly, the Secured Debentures will be freely tradeable and evidenced without a U.S. Securities Act restrictive legend, provided, however, that any such Secured Debentures issued to persons who are or were affiliates of the Parent Company at or within 90 days prior to the issuance of such Secured Debentures will be subject to resale restrictions under Rule 144 promulgated under Rule 144 of the U.S. Securities Act.

(c) The Court has been advised as to the intention of the parties hereto to rely on the Section 3(a)(10) Exemption with respect to the issuance of the Secured Debentures and has been advised that its approval of the Plan of Arrangement will be relied upon as a determination that the Court has satisfied itself as to the procedural and substantive fairness of the terms and conditions of the Plan of Arrangement to the Secured Lenders entitled to receive the Secured Debentures pursuant to the Plan of Arrangement.

(d) The Secured Lenders entitled to receive the Secured Debentures on completion of the Plan of Arrangement have been given adequate and appropriate notice advising them of their right to attend and appear before the Court at the hearing of the Court for the Final Order and providing them with sufficient information necessary to enable such Secured Lender to exercise such right.

(e) The Final Order of the Court expressly states that the terms and conditions of the arrangement as more particularly described in the Plan of Arrangement, are procedurally and substantively fair and reasonable, and provides that:

> "This Order will serve as the basis of a claim to an exemption, pursuant to Section 3(a)(10) of the United States Securities Act of 1933, as amended, from the registration requirements otherwise imposed by that Act, in respect of the issuance and exchange of securities of iAnthus Capital Holdings, Inc. and iAnthus Capital Management, LLC pursuant to the Plan of Arrangement."

(f) The Secured Debentures issued to Secured Lenders in the United States will be registered or qualified under the securities laws of each state, territory or possession of the United States in which any Secured Lender receiving Secured Debentures is located, unless an exemption from such state securities law registration or qualification requirements is available.

4.8 BANKRUPTCY

Other than transactions contemplated by the Restructuring Support Agreement and Plan of Arrangement, none of the Credit Parties has proposed a compromise or arrangement to its creditors generally, taken any proceeding with respect to a compromise or arrangement, taken any proceeding to have itself declared bankrupt or wound up, taken any proceeding to have a receiver appointed over its property or assets, and other than actions taken by the Collateral Agent or certain of the Secured Lenders prior to the Restructuring Support Agreement being in effect, none of the Credit Parties has had any petition for a receiving order in bankruptcy filed against it, had any encumbrancer take possession of any of its property or assets, or had any execution or distress become enforceable or become levied upon any of its property or assets.

4.9 COMPLIANCE WITH LAWS

(a) Except as disclosed in filings on SEDAR, EDGAR, or on Schedule 4.9, the Parent Company and each of its subsidiaries (i) each conducted and have each been conducting their business in compliance in all material respects with all applicable Laws of each jurisdiction in which its business is or is expected to be carried on or in which its services are provided and has not received a notice of non-compliance (other than notices regarding immaterial or de minimis non-compliance), nor knows of, nor has reasonable grounds to know of, any facts that could give rise to a notice of non-compliance (other than notices regarding immaterial or de minimis non-compliance) with any such Laws, (ii) are not in breach or violation of any judgment, order or decree of any Governmental Body having jurisdiction over the Parent Company or any of its subsidiaries, as applicable, and (iii) hold all, and are not in breach of any, Permits that enable its business to be carried on as now conducted; except in each case where the failure to be in such compliance or to hold such Permits could not reasonably be expected to result in a Material Adverse Effect.

(b) The Parent Company is a reporting issuer in good standing in the Qualifying Provinces under Canadian Securities Laws and is not in default of any requirement of such Canadian Securities Laws and is not included in a list of defaulting issuers maintained by the Securities Commissions. Except for the Common Shares to be issued pursuant to the Plan of Arrangement, the Common Shares of the Parent Company are registered pursuant to Section 12(b) or 12(g) of the U.S. Exchange Act and the Parent Company has filed all reports required to be filed pursuant to Section 13(a) or 15(d) of the U.S. Exchange Act.

(c) The outstanding Common Shares are listed and posted for trading on the CSE, and all necessary notices and filings have been made with, and all necessary consents, approvals and authorizations have been obtained by the Parent Company from, the CSE to ensure that the Common Shares to be issued as described in the Plan of Arrangement will be listed and posted for trading on the CSE upon their issuance.

(d) No order, ruling or determination having the effect of suspending the sale or ceasing the trading in any securities of any Credit Party has been issued by any regulatory authority and is continuing in effect and no proceedings for that purpose have been instituted or are pending or, to the knowledge of the Parent Company, are contemplated or threatened by any Governmental Body or other regulatory authority.

(e) The Parent Company is in compliance in all material respects with its continuous and timely disclosure obligations under applicable Canadian Securities Laws and the rules and regulations of the CSE and has filed all documents required to be filed by it with the Securities Commissions under applicable Canadian Securities Laws, and no document has been filed on a confidential basis with the Securities Commissions that remains confidential at the date hereof.

(f) No Securities Commission, stock exchange or comparable authority has issued any order preventing the distribution of the Common Shares nor instituted proceedings for that purpose, nor is any such proceeding pending, and, to the knowledge of the Parent Company, no such proceedings are pending or contemplated.

(g) Except where any non-compliance would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, (i) the Parent Company and each of its subsidiaries is in compliance with all Laws respecting employment and employment practices, terms and conditions of employment, pay equity and wages, including, without limitation, the U.S. Fair Labor Standards Act, and neither the Parent Company nor any of its subsidiaries has engaged in any unfair labour practice, (ii) the Parent Company and each of its subsidiaries has complied with all applicable Laws relating to work authorization and immigration and (iii) all payments due from the Parent Company or any of its subsidiaries on account of employee wages and health and welfare and other benefits insurance have been paid or accrued as a liability on the books of the relevant Person. There are no strikes or other material labor disputes against the Parent Company or any of its subsidiaries.

(h) The operations of the Parent Company and its subsidiaries have been conducted at all times in compliance with each of, and the Parent Company and its subsidiaries will not use the Proceeds, directly or indirectly, in violation of any of, the applicable federal and state laws relating to terrorism or money laundering, including the financial recordkeeping and reporting requirements of The Bank Secrecy Act of 1970, as amended; Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 (the "**Executive Order**"); the Foreign Corrupt Practices Act; the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Public Law 107-56, the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada) the Trading with the Enemy Act, as amended, the International Emergency Economic Powers Act, as amended, and each of the foreign assets control regulations of the U.S. Treasury Department (31 C.F.R. Subtitle B, Chapter V, as amended) and any other enabling legislation or executive order relating thereto (collectively, "**Anti-Terrorism Laws**"), and neither the Parent Company nor any of its subsidiaries is, nor will the Proceeds be used for the purpose of financing any activities or businesses of or with any Person that, at the time of such financing, is (i) a Person that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order; (ii) a Person owned or controlled by, or acting for or on behalf of, any Person that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order; (iii) a Person with which the Secured Lenders are prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law; (iv) a Person that commits, threatens or conspires to commit or supports "terrorism" as defined in the Executive Order; or (v) a Person that is named as a "specially designated national and blocked person" on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control ("**OFAC**") at its official website or any replacement website or other replacement official publication of such list or any other Person (including any foreign country and any national of such country) with whom the U.S. Treasury Department prohibits doing business in accordance with OFAC regulations. No action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Parent Company or any of its subsidiaries with respect to Anti-Terrorism Laws is pending or, to the knowledge of the Parent Company or any of its subsidiaries, threatened.

(i) Neither the Parent Company nor any of its subsidiaries, any employee or agent thereof, has made any unlawful contribution or other payment to any official of, or candidate for, any federal, state, provincial or foreign office, or failed to disclose fully any contribution, in violation of any Law, or made any payment to any foreign, Canadian, governmental officer or official, or other Person charged with similar public or quasi-public duties, other than payments required or permitted by applicable Laws.

(j) Except as could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect:

(i) each Credit Party and its respective properties and operations are and, other than any matters which have been finally resolved without further liability or obligation, have been in compliance with all Environmental Laws, which includes obtaining, maintaining and complying with all applicable Environmental Permits required under such Environmental Laws to carry on the business of such Credit Party;

(ii) none of the Credit Parties have received any written notice that alleges any of them is in violation of or potentially liable under any Environmental Laws, and none of the Credit Parties nor any of the real property owned, leased or operated, or licensed to a franchisee (subject to, in the case of such franchised real property not managed by the Credit Parties, or their respective Affiliates, to the knowledge of the Parent Company) by any Credit Party is the subject of any claims, investigations, liens, demands, or judicial, administrative or arbitral proceedings pending or, to the knowledge of the Parent Company, threatened, under or relating to any Environmental Law;

(iii) there has been no Release of Hazardous Materials on, at, under or from any real property or facilities currently or formerly owned, leased or operated, or licensed to a franchisee (subject to, in the case of such franchised real property not operated by the Credit Parties, or their respective Affiliates, to the knowledge of the Parent Company) by any Credit Party, or arising out of the conduct of the Credit Parties that could reasonably be expected to require investigation, remedial activity, corrective action or cleanup by, or on behalf of, any Credit Party or could reasonably be expected to result in any material Environmental Liability; and

(iv) there are no facts, circumstances or conditions arising out of or relating to the Credit Parties or any of their respective operations or any facilities currently or, to the knowledge of the Parent Company, formerly owned, leased or operated, or licensed to a franchisee (subject to, in the case of such franchised real property not operated by the Credit Parties or their respective Affiliates, to the knowledge of the Parent Company) by any of the Credit Parties that could reasonably be expected to require investigation, remedial activity, corrective action or cleanup by, or on behalf of, any Credit Party or could reasonably be expected to result in any material Environmental Liability.

The Parent Company has made available to the Secured Lenders all environmental reports, studies, assessments, audits, or similar documents containing information regarding any Environmental Liability that are in the possession or control of any Credit Party.

(k) There are no past unresolved, pending or threatened claims, complaints, notices or requests for information with respect to any alleged violation of any Law, statute, order, regulation, ordinance or decree and no conditions exist at, on or under any Leased Premises which, with the passage of time, or the giving of notice or both, would give rise to liability under any Law, statute, order, regulation, ordinance or decree that, individually or in the aggregate, has or may reasonably be expected to have a Material Adverse Effect.

(l) The Parent Company has provided the Secured Lenders with copies of all requested material documents and correspondence relating to the Permits issued to the Parent Company and its subsidiaries or any Person in which the Parent Company or its subsidiaries holds an Investment pursuant to applicable United States state cannabis laws (collectively, the "**Licenses**"). The Parent Company, the Subsidiaries and, to the knowledge of the Parent Company, each Person in which the Parent Company or its Subsidiaries holds an Investment, are each in compliance in all material respects with the terms and conditions of all such Licenses and all other Permits required in connection with their respective businesses and the Parent Company does not anticipate any variations or difficulties in such Licenses or any other required Permits being renewed.

(m) Except as set forth on Schedule 4.9(m), neither the Parent Company nor any of its subsidiaries has received any notice or communication from any Person in which it holds an Investment or any applicable regulatory authority in the United States or any state or municipality thereof alleging a material defect, default, violation, breach or claim in respect of any License.

(n) All product research and development activities, including quality assurance, quality control, testing, and research and analysis activities, conducted by the Parent Company, any Subsidiary and, to the knowledge of the Parent Company, any Person in which they hold an Investment, in connection with their business is being conducted in accordance with best industry practices and in compliance, in all material respects, with all industry, laboratory safety, management and training standards applicable to its current and proposed business, and all such processes, procedures and practices, required in connection with such activities are in place as necessary and are being complied with, in all material respects.

(o) The Parent Company, each Subsidiary and, to the knowledge of the Parent Company, any Person in which they hold an Investment, has security measures and safeguards in place to protect personal information it collects from registered patients and customers and other parties from illegal or unauthorized access or use by its personnel or third parties or access or use by its personnel or third parties in a manner that violates the privacy rights of third parties. The Parent Company, the Subsidiaries and, to the knowledge of the Parent Company, any Person in which they hold an Investment, have complied, in all material respects, with all applicable privacy and consumer protection legislation and none has collected, received, stored, disclosed, transferred, used, misused or permitted unauthorized access to any information protected by privacy laws, whether collected directly or from third parties, in an unlawful manner.

(p) No steps have been taken to terminate any Pension Plan or any Canadian Pension Plan. No contribution failure under Section 430 of the U.S. Tax Code, Section 303 of ERISA or the terms of any Pension Plan has occurred with respect to any Pension Plan sufficient to give rise to a Lien under Section 303(k) of ERISA or Section 430(k) of the U.S. Tax Code. The minimum funding standard under Section 412(a) of the U.S. Tax Code and Section 302(a) of ERISA has been met with respect to each Pension Plan and the equivalent funding requirements and other assessments under applicable Canadian federal and provincial Laws have been met and paid with respect to each Canadian Pension Plan, and no condition exists or event or transaction has occurred with respect to any Pension Plan or Canadian Pension Plan which could reasonably be expected to result in the incurrence by any Credit Party of any material liability, fine or penalty. All contributions (if any) have been made to any Multiemployer Pension Plan that are required to be made by any Credit Party or any other member of the Controlled Group under the terms of the plan or of any collective bargaining agreement or by applicable law; neither any Credit Party nor any member of the Controlled Group has withdrawn or partially withdrawn from any Multiemployer Pension Plan, incurred any withdrawal liability with respect to any such plan or received notice of any claim or demand for withdrawal liability or partial withdrawal liability from any such plan, and no condition has occurred which, if continued, could reasonably be expected to result in a withdrawal or partial withdrawal from any such plan, and neither any Credit Party nor any member of the Controlled Group has received any notice that increased contributions may be required to any Multiemployer Pension Plan to avoid a reduction in plan benefits or the imposition of any excise tax, that any such plan is or has been funded at a rate less than that required under Sections 412 or 431 of the U.S. Tax Code, that any such plan is or may be terminated, or that any such plan is or may become insolvent.

4.10 LITIGATION AND OTHER PROCEEDINGS

(a) Except as set forth on Schedule 4.10(a), no legal or governmental proceedings or inquiries are pending to which the Parent Company or any of its subsidiaries is a party or to which their property or assets are subject that could result in the revocation or modification of any certificate, authority, License or Permit necessary to conduct the business now owned or operated by any such Person which, if the subject of an unfavourable decision, ruling or finding could reasonably be expected to have a Material Adverse Effect and, to the knowledge of the Parent Company, no such legal or governmental proceedings or inquiries have been threatened against or are contemplated with respect to any Credit Party or their property or assets.

(b) Except as set forth Schedule 4.10(a), there are no actions, suits, judgments, investigations, inquires or proceedings of any kind whatsoever outstanding or pending (whether or not purportedly on behalf of any such Person), or, to the knowledge of the Parent Company, threatened against or affecting any Credit Party or any of their respective directors or officers, at law or in equity or before or by any Governmental Body of any kind whatsoever and, to the knowledge of the Parent Company, there is no basis therefor and none of the Credit Parties is subject to any judgment, order, writ, injunction, decree, award, rule, policy or regulation of any Governmental Body which, either separately or in the aggregate, could reasonably be expected to have Material Adverse Effect or could reasonably be expected to adversely affect the ability of any Credit Party to perform its obligations under any Transaction Agreement.

(c) There is no pending change, and the Parent Company is not aware of any threatened change in the legislation governing the Parent Company, any Subsidiary or any Person in which the Parent Company or any Subsidiary has an Investment which could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(d) The Parent Company is not aware of any licensing or legislation, regulation, by-law or other lawful requirement of any Governmental Body having lawful jurisdiction over the Parent Company, any Subsidiary or any Person in which the Parent Company or any Subsidiary has an Investment presently in force or, to its knowledge, proposed to be brought into force, or any pending or contemplated change to any Law, licensing or regulation, by-law or other lawful requirement of any Governmental Body having lawful jurisdiction over the Parent Company, any Subsidiary or any Person in which the Parent Company or any Subsidiary has an Investment presently in force, that the Parent Company anticipates the Parent Company, any Subsidiary or any Person in which the Parent Company or any Subsidiary has an Investment, as applicable, will be unable to comply with or which could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(e) [*]. To the best of the Credit Parties' knowledge as of the Closing Date, none of the shares of capital stock of CGX Life Sciences Inc., a Nevada corporation ("**CGX**"), are certificated. In the event that any Credit Party discovers that the shares of CGX are evidenced by one or more share certificates, the Credit Parties will use commercially reasonable efforts to deliver such original share certificate(s) to Collateral Agent promptly after becoming aware thereof. To the extent the Credit Parties determine it is necessary to delay such delivery because the [*], the Credit Parties will deliver such original share certificate(s) to the Collateral Agent promptly after the [*].

4.11 MATERIAL PROPERTY AND ASSETS

(a) Except as set forth on Schedule 4.11(a)(i) and Schedule 4.11(a)(ii),

(i) each Credit Party is the absolute legal and beneficial owner, and has good and valid title to, all of the material property or assets thereof, including all owned and leased real property as described on Schedule 4.11(a)(i), and no other material property or assets are necessary or useful for the conduct of the business of the Credit Party as currently conducted or as proposed to be conducted;

(ii) there is no claim, and the Parent Company has no knowledge of the basis of any claim that might or could materially and adversely affect the right of Credit Parties to use, transfer or otherwise exploit such property or assets; and

(iii) other than in the ordinary course of business and as disclosed on Schedule 4.11(a)(i) and Schedule 4.11(a)(ii), none of the Credit Parties has any responsibility or obligation to pay any commission, royalty, license fee or similar payment to any Person with respect to the property and assets thereof.

(b) Except as set forth on Schedule 4.11(b), none of the Credit Parties has approved or has entered into any agreement in respect of: (i) the purchase of any material property or assets or any interest therein or the sale, transfer or other disposition of any material property or assets or any interest therein currently owned, directly or indirectly, by any Credit Party whether by asset sale, transfer of shares or otherwise not identified in the Restructuring Support Agreement; (ii) any Change of Control Transaction; or (iii) any proposed or planned disposition of any of the outstanding shares of any Subsidiary by the Parent Company or of any material property or assets or any interest therein currently owned directly or indirectly by any Credit Party.

(c) All of the material contracts and agreements of the Credit Parties (including, for greater certainty, any contracts and agreements relating to the Investments) have been disclosed on Schedule 4.11(c). Except as set forth on Schedule 4.11(c), none of the Credit Parties has received any notification from any party that it intends to terminate any such material contract or agreement, and there is no default or event of default under any such material contract or agreement.

(d) Each of the material agreements and other documents and instruments pursuant to which any Credit Party holds its Investments, property and assets and conducts its business is a valid and subsisting agreement, document and instrument in full force and effect, enforceable in accordance with the terms thereof, none of the Credit Parties or any other party thereto is in default of any of the material provisions of any such agreements, instruments or documents nor has any such default been alleged, and such Investments and assets are in good standing under the applicable statutes and regulations of the governing jurisdiction.

(e) To the knowledge of the Parent Company, the Parent Company, each of the Subsidiaries and any Person in which the Parent Company or any Subsidiary has an Investment owns or has the right to use all of the Intellectual Property owned or used by their respective businesses as currently conducted. None of the Credit Parties has received any notice nor is it aware of any infringement of or conflict with asserted rights of others with respect to any Intellectual Property or of any facts or circumstances that could render any Intellectual Property invalid or inadequate to protect the interests of the Parent Company, any Subsidiary or any Person in which the Parent Company or any Subsidiary has an Investment, as applicable, therein and which infringement or conflict (if subject to an unfavourable decision, ruling or finding) or invalidity or inadequacy could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(f) Each of the Credit Parties, as applicable, has taken all reasonable steps to protect its material Intellectual Property in those jurisdictions where, in the reasonable opinion of the Parent Company, the Credit Parties carry on a sufficient business to justify such filings.

(g) Each Credit Party owns or has the right to use under license,sub-license or otherwise all material Intellectual Property used by such Credit Party in each of its businesses and the Intellectual Property owned by the Credit Parties is free and clear of any and all Liens, other than Liens created under or pursuant to the Transaction Agreements.

(h) There are no material restrictions on the ability of the Credit Parties to use and exploit all rights in the Intellectual Property required in the ordinary course of the Credit Parties' businesses. None of the rights of the Credit Parties in the Intellectual Property will be impaired or affected in any way by the transactions contemplated by this Agreement.

(i) All registrations of Intellectual Property are in good standing and are recorded in the name of a Credit Party in the appropriate offices to preserve the rights thereto. All such registrations have been filed, prosecuted and obtained in accordance with all applicable legal requirements and are currently in effect and in compliance with all applicable legal requirements, except where such failure to obtain registration could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. No registration of Intellectual Property has expired, become abandoned, been cancelled or expunged, or has lapsed for failure to be renewed or maintained, except where such expiration, abandonment cancellation, expungement or lapse could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(j) As of (i) the Closing Date; (ii) the date on which any real property is acquired or leased by a Credit Party; and (iii) the date of the delivery of Mortgages (including pursuant to Section 4.20(n)), each of the Credit Parties has or will have good and marketable fee simple title to, or valid leasehold interests in, or other rights to use all its owned and leased real properties (including all Mortgaged Properties) (collectively, "**Real Properties**"), in each case, except for Permitted Liens. The Mortgaged Properties are free from defects that materially adversely affect, or could reasonably be expected to materially adversely affect, the Mortgaged Properties suitability, taken as a whole, for the purposes for which they are contemplated to be used under the Transaction Agreements. Each parcel of Real Property and the use thereof (as contemplated under the Transaction Agreements) complies with all applicable Laws (including building and zoning ordinances and codes) and with all insurance requirements except such failure which could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. As of the Closing Date, none of the Credit Parties has received any written notice of, nor is there to the knowledge of the Parent Company, any pending, threatened or contemplated condemnation proceeding affecting any portion of the Real Properties in any material respect or any sale or disposition thereof in lieu of condemnation. As of the Closing Date, none of the Credit Parties is obligated under any right of first refusal, option or other contractual right to sell, assign or otherwise dispose of any Real Properties or any interest therein. Each parcel of Real Property subject to a Mortgage (or which will be subject to a Mortgage pursuant to Section 4.20(n)) is served by installed, operating and adequate water, electric, gas, telephone, sewer, sanitation sewer, storm drain facilities and other public utilities necessary for the uses contemplated under the Transaction Agreements to the extent required under applicable Law, except such failure to be served that could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(k) With respect to each premises of each Credit Party which is material to such Credit Party and which such Credit Party occupies as tenant (the "**Leased Premises**"), such Credit Party occupies the Leased Premises and has the exclusive right to occupy and use the Leased Premises, except as disclosed in Schedule 4.11(k). As of the Closing Date and except as disclosed in Schedule 4.11(k), (i) each Credit Party has complied in all material respects with all obligations under all material leases to which it is a party, (ii) all material leases to which any Credit Party is a party are legal, valid, binding and in full force and effect and are enforceable in accordance with their terms, except where such failure could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect and (iii) none of the Credit Parties has defaulted, or with the passage of time could be in default, under any material leases to which it is a party, except for such defaults as could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. Each Credit Party enjoys peaceful and undisturbed possession under the material leases to which it is a party, except for leases in respect of which the failure to enjoy peaceful and undisturbed possession could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. No claim is being asserted or, to the knowledge of the Parent Company, threatened, with respect to any lease payment under any material lease other than any such Lien or claim that could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. There is no claim or basis for any claim that might or could reasonably be expected to adversely affect the right of any Credit Party to use, transfer or otherwise exploit the Leased Premises pursuant in the ordinary course of their respective businesses.

4.12 CORPORATE RECORDS

The corporate or organizational records and minute books of each Credit Party contain complete and accurate (in all material respects) minutes of all meetings (except for the minutes of the most recent board meeting, to be approved at the next meeting of directors or managers, as applicable) and resolutions in lieu of a meeting, of directors and committees thereof and shareholders held since the date of formation of such Credit Party and all such meetings were duly called and held. The share and membership certificate books, registers of shareholders or members, registers of transfers and registers of directors or managers, as the case may be, of each Credit Party are complete and accurate in all material respects. There are no outstanding applications or filings which could alter in any way the corporate or other organizational status or existence of any Credit Party.

4.13 CONSENTS AND APPROVALS

At the Closing Time, all consents, approvals, Permits, authorizations or filings as may be required to be made or obtained by the Parent Company under applicable securities Laws and the rules and regulations of the CSE necessary for the execution and delivery of the Transaction Agreements and the creation, issuance and sale, as applicable, of the Secured Debentures, and the consummation of the transactions contemplated by this Agreement, will have been made or obtained, as applicable (other than the filing of reports required under applicable Canadian Securities Laws and U.S. Securities Laws within the prescribed time periods imposed thereby or by the CSE).

4.14 NO FINDERS' FEE

No broker, finder, agent or similar intermediary has acted on behalf of any Credit Party in connection with this Agreement or the transactions contemplated hereby, and there are no brokerage commissions, finders' fees or similar fees payable by any Credit Party as a result of the consummation of the transactions contemplated by this Agreement, other than fees to be paid to Canaccord Genuity in connection with the transactions contemplated by the Restructuring Support Agreement.

4.15 MATERIAL FACTS DISCLOSED

None of the foregoing representations, warranties and statements of fact and no other statement furnished in writing by or on behalf of any Credit Party to the Secured Lenders in connection with the Transaction Agreements contain any untrue statement of a material fact or omit to state any material fact necessary to make such statement or representation not misleading to a Secured Lender seeking full information as to the Parent Company and the properties, financial condition, prospects, businesses and affairs thereof. The Parent Company has made available to the Secured Lenders all the information reasonably available to the Parent Company that the Secured Lenders have requested. There is no fact which the Parent Company has not disclosed to the Secured Lenders and of which the Parent Company is aware which materially and adversely affects or is reasonably likely to materially and adversely affect the Business.

4.16 FINANCIAL, TAX AND DISCLOSURE MATTERS

(a) Except as disclosed on Schedule 4.16, all Taxes due and payable by the Parent Company or any of its subsidiaries have been paid or accrued, except where the failure to pay such Taxes would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. All Tax returns, declarations, remittances and filings required to be filed by the Parent Company and each of its subsidiaries, including Forms 8275 and 8300 as required by the U.S. Tax Code, have been timely filed with all appropriate Governmental Bodies and all such returns, declarations, remittances and filings are complete and accurate and no material fact or facts have been omitted therefrom which would make any of them misleading, except where the failure to file such documents would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. Except as disclosed on Schedule 4.16, no examination of any tax return of the Parent Company or any of its subsidiaries is currently in progress and there are no issues or disputes outstanding with any Governmental Body respecting any Taxes that have been paid, or may be payable, by the Parent Company or any of its subsidiaries, in any case except where such examinations, issues or disputes would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. Except as disclosed on Schedule 4.16, there are no Liens or claims pending or, to the knowledge of the Parent Company or the Issuer, threatened against the Parent Company or any Subsidiary in respect of Taxes. There are no outstanding Tax sharing agreements or other such arrangements between the Parent Company or the Issuer or any other Person.

(b) The financial statements of the Parent Company as at and for the years ended December 31, 2018, December 31, 2019, December 31, 2020 and December 31, 2021 (together, the "**Financial Statements**") have been prepared in accordance with IFRS or GAAP, as applicable, and present fairly, in all material respects, the financial condition of the Parent Company and its subsidiaries as at the dates thereof and the results of the operations and cash flows of the Parent Company and its subsidiaries for the periods then-ended and contain and reflect adequate provisions or allowance for all reasonably anticipated liabilities, expenses and losses of the Parent Company and its subsidiaries that are required to be disclosed in such Financial Statements and there has been no material change in accounting policies or practices of the Parent Company or any Subsidiary since December 31, 2021, except as has been publicly disclosed in the Parent Company's publicly filed documents available under the Parent Company's issuer profile on SEDAR or EDGAR (the "**Disclosure Documents**") and Schedule 4.16.

(c) The Parent Company's auditors, who audited the Financial Statements (as applicable) and who provided their audit report thereon, are independent public accountants as required under applicable securities Laws and there has never been a reportable event (within the meaning of NI 51-102) between the Parent Company and the Parent Company's auditors.

(d) Other than as set out in the Disclosure Documents and Schedule 4.16, none of the directors, officers or employees of the Parent Company or any of its subsidiaries or any Person who owns, directly or indirectly, more than 10% of any class of securities of the Parent Company or securities of any Person exchangeable for more than 10% of any class of securities of the Parent Company, or any associate or Affiliate of any of the foregoing had or has any material interest, direct or indirect, in any transaction or any proposed transaction with the Parent Company or any of its subsidiaries.

(e) There are no licensing or legislation, regulation, by-law or other legal requirement of any Governmental Body having lawful jurisdiction over the Parent Company or any of its subsidiaries presently in force or, to its knowledge, proposed to be brought into force, or any pending or contemplated change to any licensing or legislation, regulation, by-law or other legal requirement of any Governmental Body having lawful jurisdiction over the Parent Company or any of its subsidiaries presently in force, that the Parent Company anticipates the Parent Company or any of its subsidiaries will be unable to comply with or which could reasonably be expected to materially adversely affect the business of the Parent Company or any of its subsidiaries or the business environment or legal environment under which such entity operates.

(f) There are no material liabilities of the Parent Company or any of its subsidiaries whether direct, indirect, absolute, contingent or otherwise required to be disclosed in the Financial Statements that are not disclosed or reflected in the Financial Statements, except those disclosed in the Disclosure Documents and Schedule 4.16.

(g) There are no off-balance sheet transactions, arrangements or obligations (including contingent obligations) of the Parent Company or any of the Subsidiaries with unconsolidated entities or other Persons.

(h) The Parent Company maintains a system of internal accounting controls sufficient to provide reasonable assurances that: (A) transactions are executed in accordance with management's general or specific authorization, and (B) transactions are recorded as necessary to permit preparation of financial statements in conformity with GAAP and to maintain accountability for assets.

(i) The Parent Company: (A) has designed disclosure controls and procedures to provide reasonable assurance that financial information relating to the Parent Company and each subsidiary is accurate and reliable, is made known to the Chief Executive Officer and Chief Financial Officer of the Parent Company by others within those entities, particularly during the period in which filings are being prepared, (B) has designed internal controls to provide reasonable assurance regarding the accuracy and reliability of financial reporting and the preparation of financial statements for external purposes in accordance with GAAP, and (C) has disclosed in the management's discussion and analysis for its most recently completed financial year, for each material weakness relating to such design existing at the financial year-end (x) a description of the material weakness, (y) the impact of the material weakness on the Parent Company's financial reporting and internal controls over financial reporting, and (z) the Parent Company's further plans, if any, or any actions already undertaken, for remediating the material weakness.

4.17 SEPARATE ENTITIES; SUFFICIENT CAPITAL; SOLVENCY

(a) Each Credit Party and each of their respective subsidiaries which currently has any operations maintains a separate bank account, if possible, taking into consideration certain banking restrictions on entities operating in the cannabis industry. Each Credit Party that currently does not have operations and does not have a separate bank account hereby covenants and agrees that prior to beginning any operations, such Credit Party shall take commercially reasonable efforts to open a separate bank account for itself.

(b) The Credit Parties do not comingle their assets, and each Credit Party maintains separate ownership of its assets and operate its business as a separate and distinct operation from any of their Affiliates.

(c) Each Credit Party separately maintains sufficient capital and liquid resources to operate its business. On the Closing Date, each Credit Party (other than those set out on Schedule 4.17(c)) is, or, upon the completion of all transactions contemplated by this Agreement, the Unsecured Debenture Agreement, the Restructuring Support Agreement and the Plan of Arrangement, will be Solvent.

4.18 MARGIN REGULATIONS; INVESTMENT COMPANY ACT

Neither the Parent Company nor any other Credit Party is an "investment company" or a company "controlled" by an "investment company" or a "subsidiary" of an "investment company", within the meaning of the U.S. Investment Company Act of 1940. Neither the Parent Company nor any other Credit Party is engaged principally, or as one of its important activities, in the business of extending credit for the purpose of purchasing or carrying "margin stock" as defined in Regulation T, U or X of the Board of Governors of the Federal Reserve System or any successor thereto ("**Margin Stock**"). No portion of the Obligations is secured directly or indirectly by Margin Stock.

4.19 SECURITY DOCUMENTS

(a) Each Security Document will, upon execution and delivery thereof, be effective to create in favor of the Collateral Agent for the benefit of the Secured Lenders, legal, valid and enforceable Liens on, and security interests in, the collateral described therein to the extent intended to be created thereby, and (1) when financing statements and other filings in appropriate form are filed in each applicable filing office for each applicable jurisdiction and (2) upon the taking of possession or control by the Collateral Agent of such collateral with respect to which a security interest may be perfected only by possession or control (which possession or control shall be given to the Collateral Agent to the extent possession or control by the Collateral Agent is required by the Security Document), the Liens created by the Security Documents (other than the Mortgages) shall constitute fully perfected first-priority Liens on, and security interests in (to the extent intended to be created thereby), all right, title and interest of the grantors in such collateral to the extent perfection can be obtained by filing financing statements or the taking of possession or control, in each case subject to no Liens other than Permitted Liens.

(b) Upon recording thereof in the appropriate recording office, each Mortgage is effective to create, in favor of the Collateral Agent, for its benefit and the benefit of the Secured Lenders, legal, valid and enforceable perfected Liens on, and security interest in, all of the Credit Parties' right, title and interest in and to the properties mortgaged to the Collateral Agent thereunder (the "**Mortgaged Properties**" and each a "**Mortgaged Property**") and the proceeds thereof, subject only to Permitted Liens, and when the Mortgages are filed in the appropriate recording office, the Mortgages shall constitute fully perfected Liens on, and security interests in, all right, title and interest of the Credit Parties in the Mortgaged Properties and the proceeds thereof, in each case prior and superior in right to any other Person, other than Permitted Liens

4.20 COVENANTS OF THE CREDIT PARTIES

Until the Obligations are paid in full, or such other period as indicated below (including, without limitation, as provided in Article 7):

(a) Securities Filings. The Parent Company will, within the required time, file with any applicable Securities Commission or other securities agency, any documents, reports and information, in the required form, required to be filed by applicable securities Laws in connection with the issuance of the Secured Debentures and the transactions contemplated by the Restructuring Support Agreement and the Plan of Arrangement, together with any applicable filing fees and other materials.

(b) Other Information. The Parent Company will promptly deliver to the Secured Lenders such additional information regarding the business, legal, financial or corporate affairs of the Credit Parties or any of their respective subsidiaries, or compliance with the terms of the Transaction Agreements, as any Secured Lender may from time to time reasonably request. Within thirty (30) days after the end of each calendar month, the same financial monthly information as the Parent Company's management provides to the board of directors, which information will include, to the extent available, a consolidated balance sheet of the Parent Company and its subsidiaries as at the end of such month and the related consolidated statements of income or operations for such month and the portion of the fiscal year then ended, setting forth in comparative form, in each case, commencing with the month in which the Closing Date occurs, the figures for the corresponding month of the previous fiscal year and the corresponding portion of the previous fiscal year, and statements of members' equity for the current month and consolidated statement of cash flows for the portion of the fiscal year then ended, setting forth in each case in comparative form, commencing with the month in which the Closing Date occurs, the figures for the corresponding portion of the previous fiscal year, all in reasonable detail.

(c) Notices. Promptly after an officer of any Credit Party has obtained knowledge thereof, notify the Secured Lenders in writing: (i) of the occurrence of any Event of Default occurring after the date hereof; (ii) of any matter that has resulted or could reasonably be expected to result in a Material Adverse Effect; (iii) of the filing or commencement of any action, suit, litigation or proceeding, whether at law or in equity by or before any Governmental Body, (1) against the Parent Company or any of its subsidiaries that could reasonably be expected to result in a Material Adverse Effect or (2) with respect to any Transaction Agreement; and (iv) the institution of any steps by any Credit Party or any member of the Controlled Group or any other Person to terminate any Pension Plan or any Canadian Pension Plan, or the failure of any Credit Party or any member of the Controlled Group or any other Person to make a required contribution to any Pension Plan (if such failure is sufficient to give rise to a Lien under Section 303(k) of ERISA or Section 430(k) of the U.S. Tax Code) or to any Multiemployer Pension Plan or a failure to make a required contribution to or pay a due and owing assessment with respect to any Canadian Pension Plan under equivalent applicable Canadian federal or provincial Laws, or the taking of any action with respect to a Pension Plan which could reasonably be expected to result in the requirement that any Credit Party furnish a bond or other security to the PBGC or such Pension Plan, or the occurrence of any event with respect to any Pension Plan or Multiemployer Pension Plan which could reasonably be expected to result in the incurrence by any Credit Party of any material liability, fine or penalty (including any claim or demand for withdrawal liability or partial withdrawal from any Multiemployer Pension Plan), or any material increase in the contingent liability of any Credit Party or any member of the Controlled Group with respect to any post-retirement welfare plan benefit, or any notice that increased contributions may be required by a Credit Party or any member of the Controlled Group with respect to a Multiemployer Pension Plan to avoid a reduction in plan benefits or the imposition of an excise tax, that any such plan is or has been funded at a rate less than that required under Sections 412 or 431 of the U.S. Tax Code, that any such plan is or may be terminated, or that any such plan is or may become insolvent. Each of the foregoing notices shall be accompanied by a written statement of an officer of the Parent Company (x) that such notice is being delivered pursuant to Sections 4.20(c)(i), (ii), (iii) or (iv) (as applicable) and (y) setting forth details of the occurrence referred to therein and stating what action the Parent Company has taken and propose to take with respect thereto.

(d) Reporting Issuer. The Parent Company will continue to be a reporting issuer in good standing in each of the Qualifying Provinces, and the Parent Company will cause its Common Shares to continue to be listed for trading on the CSE or quoted on the OTC or such other exchange as the Requisite Secured Lenders may consent to in writing from time to time.

(e) Books and Records; Inspections. The Parent Company will, and will cause each of its Subsidiaries to: (i) maintain complete and accurate books and records and permit the Collateral Agent to have access to such books and records; (ii) permit, and cause each subsidiary to permit, the Collateral Agent to inspect the properties and operations of the Parent Company and each of its subsidiaries on reasonable advance notice and during normal business hours. The Parent Company shall and will cause each of its subsidiaries to permit up to one such inspection per fiscal quarter at the Credit Parties' sole expense. If an Event of Default shall have occurred and be continuing, the Collateral Agent may conduct additional inspections in its sole discretion, each at the Parent Company's sole expense.

(f) Field Examinations. If requested by Collateral Agent, the Parent Company will submit to field examinations conducted by an examiner selected by Collateral Agent in form and substance reasonably satisfactory to the Collateral Agent and at the Parent Company's sole expense, but not to exceed $75,000 for each field examination without the Parent Company's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. The Parent Company shall permit up to two such field examination per fiscal year and subject to the foregoing limitation on the Parent Company's expense, unless an Event of Default shall have occurred and be continuing, in which event Collateral Agent may conduct additional field examinations in its sole discretion at the Parent Company's sole expense. Collateral Agent shall give the Parent Company reasonable advance notice of each such examination, and each shall be conducted during normal business hours in a manner so as not to unreasonably disrupt the business and operations of the Parent Company.

(g) Board Observers. For so long as Gotham Green Partner, LLC or any of its Affiliates hold at least 50% of the outstanding principal amount of Secured Debentures, the Collateral Agent is irrevocably and unconditionally (subject to the express terms hereof) granted the right to appoint two non-voting observers to the Parent Company's board of directors (together the "**Observers**" and individually an "**Observer**"). The Observers shall be provided with notice of, and relevant materials to be considered at, all meetings of the board of directors of the Parent Company (and all subcommittees thereof) and shall be entitled to attend and participate (other than voting) in all meetings of the Parent Company's board of directors (and all subcommittees thereof); provided, however, that the Observers will be subject to the same obligations of confidentiality to which all of the Parent Company's board members are subject, and the Collateral Agent acknowledges and agrees that the Observers shall each recuse themselves from any portion of any meeting that pertains to the Secured Lenders or their respective affiliates (other than in respect of the Secured Debentures), including without limitation the Secured Lenders who are party to the Unsecured Debenture Agreement. The Observers may participate in the discussions of matters brought to the Parent Company's board of directors provided that such Observer shall have no voting rights. The Observers shall also be entitled to the same indemnification, insurance and other protections to which the other members of the Parent Company's board are entitled. The Parent Company shall reimburse each Observer for the reasonable out-of-pocket expenses incurred by such Observer in connection with satisfying his or her role as Observer, up to a maximum amount of $25,000 in any 12-month period, unless otherwise agreed in writing between the Parent Company and an Observer. The Collateral Agent may replace the Observers, or any one Observer, with a different Observer at any time in its sole discretion by providing written notice thereof to the Parent Company. Each Observer shall enter into a customary form of board observer agreement with the Parent Company and the Collateral Agent prior to, concurrently with, or as soon as practicable after the appointment as an Observer.

(h) Preservation of Existence; Maintenance of Properties. Except to the extent that failure to do so could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, each Credit Party shall (i) preserve, renew and maintain in full force and effect its legal existence under the laws of the jurisdiction of its organization; (ii) take all reasonable action to maintain all rights, privileges (including its good standing where applicable in the relevant jurisdiction), Permits, Licenses and franchises necessary or desirable in the normal conduct of its business; and (iii) maintain, preserve and protect all of its material tangible or intangible properties and equipment necessary in the operation of its business in good working order, repair and condition, ordinary wear and tear excepted and fire, casualty or condemnation excepted.

(i) Maintenance of Insurance. Each Credit Party shall maintain with financially sound and reputable insurance companies, insurance with respect to its properties and business against loss or damage of the kinds customarily insured against by Persons engaged in the same or similar business, of such types and in such amounts (after giving effect to any self-insurance reasonable and customary for similarly situated Persons engaged in the same or similar businesses as the Credit Parties) as are customarily carried under similar circumstances by such other Persons.

(i) All such insurance shall (1) subject to the agreement of the relevant insurance provider, provide that no cancellation, material reduction in amount or material change in coverage thereof shall be effective until at least ten (10) days (or, to the extent reasonably available, thirty (30) days) after receipt by the Collateral Agent of written notice thereof, (the Parent Company shall deliver a copy of the policy (and to the extent any such policy is cancelled or renewed, a renewal or replacement policy) or other evidence thereof to the Collateral Agent, or insurance certificate with respect thereto) and (2) name the Collateral Agent as loss payee (in the case of property insurance) or additional insured on behalf of the Secured Lenders (in the case of liability insurance) (it being understood that, absent an Event of Default, any proceeds of any such property insurance shall be delivered by the insurer(s) to the Parent Company or one of its Subsidiaries), as applicable.

(ii) If any portion of any Mortgaged Property is at any time located in an area identified by the Federal Emergency Management Agency (or any successor agency) as a special flood hazard area with respect to which flood insurance has been made available under the National Flood Insurance Act of 1968 (as now or hereafter in effect or successor act thereto), then the Parent Company shall, or shall cause each Credit Party to (1) maintain, or cause to be maintained, with a financially sound and reputable insurer, flood insurance in an amount and otherwise sufficient to comply with all applicable rules and regulations promulgated pursuant to the Flood Insurance Laws and (2) deliver to Collateral Agent evidence of such compliance in form and substance reasonably acceptable to Collateral Agent. Following the Closing Date, the Parent Company shall deliver to Collateral Agent annual renewals of such flood insurance.

(j) Payment of Taxes and Other Obligations. Except as disclosed in Schedule 4.16, each Credit Party shall pay, discharge or otherwise satisfy as the same shall become due and payable in the normal conduct of its business, all its obligations and liabilities in respect of Taxes imposed upon it or upon its income or profits or in respect of its property and other governmental charges against it or any of its property, as well as claims of any kind which, if unpaid, could become a Lien on any of its property, except, in each case, (i) to the extent any such Tax is being contested in good faith and by appropriate proceedings for which appropriate reserves have been established in accordance with GAAP or (ii) if such failure to pay or discharge such obligations and liabilities could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(k) Compliance with Laws. Each Credit Party shall comply with the requirements of all Laws and all orders, writs, injunctions and decrees applicable to it or to its business or property, except if the failure to comply therewith could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(l) Compliance with Environmental Laws. Except, in each case, to the extent that the failure to do so could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, each Credit Party shall comply, and take all commercially reasonable actions to cause all lessees and other Persons operating or occupying its properties to comply with all applicable Environmental Laws and Environmental Permits; obtain, maintain and renew all Environmental Permits necessary for its operations and properties; and, in each case to the extent the Credit Parties are required by Environmental Laws, conduct any investigation, remedial or other corrective action necessary to address Hazardous Materials at any property or facility in accordance with applicable Environmental Laws.

(m) Employee Benefit Plans. The Parent Company shall:

(i) Maintain, and cause each other Credit Party and each member of the Controlled Group to maintain, each Pension Plan in substantial compliance with all applicable requirements of law and regulations;

(ii) Make, and cause each other Credit Party and each member of the Controlled Group to make, on a timely basis, all required contributions to any Multiemployer Pension Plan;

(iii) Not, and not permit any other Credit Party or any member of the Controlled Group to (A) seek a waiver of the minimum funding standards of ERISA, (B) terminate or withdraw from any Pension Plan or Multiemployer Pension Plan or (C) take any other action with respect to any Pension Plan that could reasonably be expected to entitle the PBGC to terminate, impose liability in respect of, or cause a trustee to be appointed to administer, any Pension Plan, unless the actions or events described in clauses (A), (B) and (C) individually or in the aggregate could not reasonably be expected to have a Material Adverse Effect; and

(iv) Not, and not permit any other Credit Party to terminate any Canadian Pension Plan, unless such termination could not reasonably be expected to have a Material Adverse Effect.

(n) Additional Collateral; Additional Guarantors. At the Parent Company's expense, take all action either necessary or as reasonably requested by the Collateral Agent to ensure that the Obligations continue to be secured by substantially all of the assets of the Credit Parties (other than Excluded Property, as defined in the Security Agreements), including:

(i) Upon (x) the formation or acquisition of any new direct or indirect wholly owned subsidiary by a Credit Party or (y) the date on which a subsidiary previously classified as an Immaterial Subsidiary becomes a Subsidiary, within sixty (60) days after such formation, acquisition or reclassification, or such longer period as the Collateral Agent may agree in writing in its discretion, notify the Collateral Agent thereof and:

A. cause each such subsidiary to duly execute and deliver to the Collateral Agent joinders to the Guaranty and Security Agreement as Guarantors and Grantors, Mortgages, Intellectual Property Security Agreement, a counterpart of the Intercompany Note, if applicable, an updated schedule to the Guaranty and Pledge Agreement, and other security agreements and documents, as reasonably requested by and in form and substance reasonably satisfactory to Collateral Agent (consistent with the Security Documents), in each case granting Liens on all assets of such subsidiary other than Excluded Property (as defined in the Security Documents);

B. cause each such subsidiary (and the parent of each such subsidiary that is a Guarantor) to deliver any and all certificates representing equity interests (to the extent certificated) and intercompany notes (to the extent certificated), accompanied by undated stock powers or other appropriate instruments of transfer executed in blank; and

C. take and cause such subsidiary and each direct or indirect parent of such subsidiary to take whatever action (including the recording of Mortgages, the filing of Uniform Commercial Code financing statements and intellectual property security agreements, and delivery of stock and membership interest certificates) as may be necessary in the reasonable opinion of the Collateral Agent to vest in the Collateral Agent (or in any representative of the Collateral Agent designated by it) valid and perfected Liens on all assets of such subsidiary other than Excluded Property (as defined in the Security Agreements);

(ii) If reasonably requested by Collateral Agent, deliver to the Secured Lenders a signed copy of an opinion, addressed to the Secured Lenders and the Collateral Agent, of counsel for the Credit Parties reasonably acceptable to the Collateral Agent as to such matters set forth in this Section 4.20(n) as the Secured Lenders may reasonably request;

(iii) Not later than thirty (30) days after any new deposit account or securities account is opened by any Credit Party (excluding any accounts used solely to fund payroll or employee benefits), use commercially reasonable efforts to deliver to the Collateral Agent a Control Agreement with respect to each such account, provided that, if the Credit Parties' commercially reasonable efforts are unable to result in the delivery to the Collateral Agent of a Control Agreement with respect to such account, the Credit Parties' obligations with respect to this covenant will be deemed to have been satisfied by providing written notice to the Collateral Agent which includes the following information with respect to such new account: bank name, bank address, bank routing number, account number, brief description of the purpose(s) for which the account will be used and the anticipated estimated average daily balance of such account.

(iv) As promptly as practicable after the request therefor by the Collateral Agent, deliver to the Collateral Agent with respect to each Real Property, any existing title reports, abstracts, surveys, appraisals or environmental assessment reports, to the extent available and in the possession or control of the Credit Parties or their respective subsidiaries;

(v) (1) Not later than ninety (90) days after the acquisition by any Credit Party of any Real Property (or such longer period as the Collateral Agent may agree in writing in its reasonable discretion), which property would not be automatically subject to another Lien pursuant to pre-existing Security Documents, cause such property to be subject to a Lien and Mortgage in favor of the Collateral Agent for the benefit of the Secured Lenders and take, or cause the relevant Credit Party to take, such actions as shall be necessary or reasonably requested by the Collateral Agent to grant and perfect or record such Lien; and (2) as promptly as practicable after the request therefor by the Collateral Agent, deliver to the Collateral Agent with respect to each such acquired Real Property, any existing title reports, abstracts, surveys, appraisals or environmental assessment reports, to the extent available and in the possession or control of the Credit Parties or their respective subsidiaries; and

(vi) Following the entering into of any lease agreement for any Leased Premises, upon the reasonable written request of the Collateral Agent thereafter (or such later date as agreed by the Collateral Agent in its sole discretion), the Credit Parties shall use commercially reasonable efforts to deliver to the Collateral Agent an acknowledgement or waiver from each landlord party to such lease agreement regarding the Collateral, in each case in form and substance reasonably satisfactory to the Collateral Agent, with respect to each Leased Premises where Collateral is located and has a book value in excess of $100,000 with respect to any one Leased Premises, or $150,000 in the aggregate for all Leased Premises.

(o) Further Assurances. Promptly upon reasonable request by the Secured Lenders, each Credit Party shall (i) correct any material defect or error that may be discovered in the execution, acknowledgment, filing or recordation of any Security Document or other document or instrument relating to any collateral securing the Obligations, and (ii) do, execute, acknowledge, deliver, record, re-record, file, re-file, register and re-register any and all such further acts, deeds, certificates, assurances and other instruments as the Secured Lenders may reasonably request from time to time in order to carry out more effectively the purposes of the Security Documents. If the Collateral Agent reasonably determines that it is required by applicable Law to have appraisals prepared in respect of the Real Property of any Credit Party subject to a Mortgage, the Parent Company shall provide to the Collateral Agent appraisals that satisfy the applicable requirements of the *Financial Institutions Reform, Recovery, and Enforcement Act of 1989*.

(p) Dividends. The Parent Company will not declare or pay any dividend or other distribution either in cash or in kind, except in connection with the ordinary cash management procedures between the Parent Company and its direct and indirect subsidiaries and affiliates or any intercompany dividends or distributions made that are consistent with past practice, provided that no such dividends or distributions shall be made to an entity that is not subject to the Liens in favour of the Collateral Agent.

(q) Redemptions; Prepayments. The Parent Company will not, and will not permit any of its subsidiaries to make an issuer bid or otherwise redeem any outstanding securities of the Parent Company or any of its subsidiaries, or prepay, redeem, purchase or otherwise satisfy prior to the scheduled maturity in any manner any Indebtedness, including, without limitation, the Unsecured Debentures, other than in accordance with the terms of the Transaction Agreements and the Unsecured Transaction Agreements (it being understood that payments of regularly scheduled principal and interest on Indebtedness permitted under Section 4.20(u) shall be permitted).

(r) Liens. Other than and as permitted by the Transaction Agreements, none of the Credit Parties will create or permit to exist any Lien with respect to any assets now owned or hereafter acquired by any Credit Party, except the following Liens (herein collectively called the "**Permitted Liens**"): (a) Liens granted in connection with the acquisition of property after the date hereof and attaching only to the property being acquired, if the indebtedness secured thereby neither exceeds such property's fair market value at the time of acquisition thereof nor exceeds $750,000 in the aggregate for the Parent Company and its Subsidiaries collectively at any one time outstanding, (b) Liens for taxes set forth in Schedule 4.16, current taxes and duties, in each case not yet due or delinquent, or for taxes being contested in good faith by appropriate proceedings, for which adequate reserves have been established in accordance with GAAP, (c) Liens imposed by law, such as mechanics', workers', materialmen's, carriers' or other like liens (excluding Liens arising under ERISA) (i) which arise in the ordinary course of business for sums not due or sums which the Parent Company is contesting in good faith by appropriate proceedings, for which adequate reserves have been established in accordance with GAAP, or (ii) which are set forth on Schedule 4.20(r), (d) Liens incurred in the ordinary course of business in connection with workers' compensation, unemployment insurance and other statutory obligations, (e) easements, rights of way, restrictions and other similar charges or encumbrances with respect to real property not interfering in any material respect with the ordinary conduct of the Business, (f) present or future zoning laws and ordinances or other laws and ordinances restricting the occupancy, use or enjoyment of real property, (g) deposits or pledges to secure bids, tenders, contracts (other than contracts for the payment of money), leases statutory obligations, surety and appeal bonds, and other obligations of like nature arising in the ordinary course of business, (h) bankers Liens, rights of setoff and other similar Liens existing solely with respect to cash and cash equivalents on deposit in one or more accounts maintained by any Credit Party, in each case granted in the ordinary course of business in favour of the bank or banks with which such accounts are maintained, securing amounts owing to such bank with respect to cash management and other account arrangements; (i) Liens described in Schedule 4.20(r), (j) Liens in favour of lessors securing operating leases; (k) Liens securing the MPX Obligations; and (l) Liens securing the New Jersey Debt.

(s) Indebtedness. The Parent Company shall not incur, create, assume, become or be responsible in any manner, whether as debtor, obligor, guarantor, surety or otherwise, with respect to, or permit any of its subsidiaries to incur, create, assume, become or be liable in any manner, whether as debtor, obligor, surety or otherwise, with respect to, any Indebtedness at any one time outstanding, except (i) the Obligations, (ii) debt existing prior to the Closing Date as set forth on Schedule 4.20(s) or substantially similar replacement debt and with a term to maturity no earlier than the maturity date of the debt proposed to be replaced, as consented to by the Collateral Agent, which consent shall not be unreasonably withheld, (iii) liabilities for trade accounts and accrued expenses payable in the ordinary course of business, including amounts that are over 90 days past due of up to $1,000,000.00 (excluding fees and expenses of Company Advisors (as defined in the Plan of Arrangement) in connection with the Recapitalization Transaction or other advisors of the Credit Parties in connection with matters disclosed on Schedules 4.9(m) and 4.10(a) hereof, Deferred Professional Fees and accrued and unpaid interest thereon, and any other fees and expenses provided for under Article 17 of this Agreement and the Unsecured Debenture Agreement) in the aggregate at any given time, (iv) the MPX Obligations, (v) the New Jersey Debt; (vi) liabilities (other than rent, triple net rent expenses, and guarantees in the ordinary course of business) incurred or provided under lease agreements in the ordinary course of business and on arm's length terms consistent with market conditions, in an amount not to exceed $750,000 in the aggregate for the Parent Company and its Subsidiaries collectively at any one time outstanding, and (vii) the Unsecured Debentures and other obligations under the Unsecured Transaction Agreements.

(t) Investments. Except as disclosed in Schedule 4.20(t), the Parent Company shall not make or permit to exist any loans or advances to, or investments in, any other Person, except for (a) loans or advances to employees that do not, in the aggregate, exceeds $100,000 outstanding at any time, (b) investments in obligations of the United States of America and agencies thereof and obligations guaranteed by the United States of America maturing within one year from the date of acquisition, (c) certificates of deposit, time deposits or repurchase agreements issued by commercial banks organized under the laws of the United States of America (or any state thereof) and having a combined capital surplus, and undivided profits of not less than $250,000,000, by any other domestic depository institution if such certificates of deposit are fully insured by the Federal Deposit Insurance Corporation, or by any Canadian chartered bank whose deposits are insured by the Canada Deposit Insurance Corporation, (d) commercial paper, maturing not more than nine months from the date of issue, provided that, at the time of purchase, such commercial paper is rated not lower than "P-1" or the then-equivalent rating by Moody's Lender's Service or "A-1" or the then-equivalent rating by Standard & Poor's Corporation or, if both such rating services are discontinued, by such other nationally recognized rating service or services, as the case may be, as the Parent Company shall select with the Requisite Secured Lenders' consent, (e) bonds the interest on which is excludable from federal gross income under Section 103(a) of the U.S. Tax Code having a long-term rating of not less than "A" by Moody's or S&P or a short term rating of not less than "M1G-1" or "P-1" by Moody's or "A-1" by S&P, (f) investments in regulated money market funds invested in U.S. securities in amounts in the aggregate not exceeding $500,000 or (g) investments, loans or other advances described in reasonable detail in Schedule 4.20(t) in existence on the Closing Date.

(u) Transactions with Affiliates. Except for the transactions described in Schedule 4.20(u), none of the Credit Parties shall enter into any transaction with any Affiliate that is not a subsidiary of the Parent Company, including, without limitation, the purchase, sale or exchange of property or the rendering of any service to any Affiliate that is not the Parent Company or one of its subsidiaries, except in the ordinary course of business consistent with past practices of the Business and on terms substantially as favorable to such Credit Party as would be obtainable by such Credit Party at the time in a comparable arm's-length transaction with a Person other than an Affiliate.

(v) Permitted Subsidiary Change of Control Transactions. Except for the transactions described in Schedule 4.20(u), the Parent Company shall not, and shall not permit any Subsidiary to, enter into any Change of Control Transaction, or to make any filing or take any creditor protection action relating to the Parent Company or of its subsidiaries, including any action or filing under Debtor Relief Laws.

(w) Solvency; No Comingling. Each Credit Party shall be Solvent at all times from and after the Closing Date, assuming the completion of all transactions contemplated by this Agreement, the Unsecured Debenture Agreement, the Restructuring Support Agreement and the Plan of Arrangement. Each Credit Party maintains a separate bank account, to the extent a bank account is reasonably necessary for the ordinary course business of such Credit Party. None of the Credit Parties shall comingle its assets with the assets of any other Person, and each Credit Party shall maintain separate ownership of its assets and operate its business as a separate and distinct operation from any of its Affiliates and any other Person. Each Credit Party shall separately maintain sufficient capital and liquid resources to operate its business.

(x) Use of Proceeds. The Proceeds shall not be used for any purpose other than (i) any purpose set forth on Schedule 4.20(x), (ii) to pay fees, costs and expenses due and payable under the Transaction Agreements and the Unsecured Transaction Agreements, (iii) to pay other costs and expenses incurred in connection with the issuance of the Secured Debentures and in connection with the Plan of Arrangement and Restructuring Support Agreement generally, and (iv) for working capital and general corporate purposes.

(y) Change in Nature of Business. The Parent Company shall not, nor shall the Parent Company permit any of the Subsidiaries to, directly or indirectly, engage in any material line of business substantially different from those lines of business conducted by the Credit Parties on the Closing Date or any business reasonably related, complementary, synergistic or ancillary thereto or reasonable extensions thereof.

(z) Changes to Certain Documents. The Parent Company shall not, nor shall it permit any of the Subsidiaries to amend, modify or change any material terms of any agreement, instrument or other document (i) between a Credit Party and any Person that is not a Credit Party and holds a License, (ii) between a Credit Party and an Affiliate of any Credit Party, or (iii) constituting an organizational, governing or constating document of any Credit Party, in each case with respect to the foregoing clauses (i)-(iii) in a manner that could reasonably be expected to be, taken as a whole, adverse to the interests of any Secured Lender, without its prior written consent. The Parent Company shall not, nor shall it permit any of the Subsidiaries to amend, modify or change any terms of any agreement, instrument or other document evidencing, entered into in connection with or relating to the Unsecured Debentures without the prior written consent of the Requisite Secured Lenders.

(aa) Liquidity. The Credit Parties hereby covenant and agree that, unless the Collateral Agent provides its prior written consent, the Credit Parties collectively will have, at all times while any Secured Debenture is outstanding, not less than $1,000,000 in unencumbered cash in the accounts of the Credit Parties collectively or the account of the Issuer and such funds shall constitute an "asset" of the Parent Company for purposes of GAAP.

(bb) Limitation on Activities of the Parent Company. The Parent Company will not engage at any time in any business or business activity other than (i) ownership of the Equity Interests in the Issuer and the Subsidiaries, together with activities related thereto, (ii) performance of its obligations under and in connection with the Transaction Agreements, the Unsecured Transaction Agreements, and the other agreements contemplated hereby and thereby and the incurrence and performance of Obligations permitted to be incurred by it under Section 4.20(s), (iii) issuance of Equity Interests and activities in connection therewith and related thereto, (iv) capital markets activities, (v) activities expressly permitted or required hereunder and (vi) as otherwise required by Law.

(cc) Registration of Securities. The Parent Company shall provide written notice to the Collateral Agent at least thirty (30) days prior to the registration of any securities with the U.S. Securities and Exchange Commission or any other applicable securities commission and/or the filing of a prospectus or any other document with any Securities Commission in relation to the distribution of a security by the Parent Company.

(dd) Asset Dispositions. Except as set forth in Schedule 4.20(dd), Schedule 1.6 or as otherwise specifically permitted under this Agreement, any other consent agreements which may be entered into with the Collateral Agent or the Secured Lenders after the date hereof, or any other Transaction Agreement, no Credit Party shall sell, lease, assign, transfer or otherwise dispose of any of its assets, including any disposition of its capital stock, whether now owned or hereafter acquired, except for dispositions of assets in the ordinary course of business consistent with past practice.

(ee) Post-Closing Covenants. Except as otherwise agreed by the Secured Lenders, the Parent Company shall, and shall cause each of the other Credit Parties to take each of the actions set forth on Schedule 4.20(ee) within the time periods set forth therein (or such longer time periods as determined by the Secured Lenders).

ARTICLE 5
REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE SECURED LENDERS

Each Secured Lender represents and warrants as of the date hereof, and covenants to the Parent Company, and acknowledges that the Parent Company is relying upon the following representations, warranties and covenants in connection with the transactions contemplated hereby:

5.1 ENTITY POWER

Such Secured Lender has the power and capacity to enter into, and to perform its obligations under each of the Transaction Agreements to which it is a party.

5.2 AUTHORIZATION

Each of the Transaction Agreements to be executed and delivered by such Secured Lender has been duly authorized, executed and delivered by such Secured Lender and constitutes a valid and binding obligation of such Secured Lender enforceable against it in accordance with its terms subject, however, to the customary limitations with respect to Debtor Relief Laws and with respect to the availability of equitable remedies.

5.3 NO CONTRAVENTION

Neither the entering into nor the delivery of the Transaction Agreements to be executed and delivered by such Secured Lender nor the performance by such Secured Lender of any of its obligations under the Transaction Agreements will contravene, breach or result in any default under, or result in the creation of any lien or encumbrance under, or relieve any Person from its obligations under:

(a) the organizational documents of such Secured Lender;

(b) any mortgage, lease, contract, other legally binding agreement, instrument, licence or permit, to which such Secured Lender is a party or by which it may be bound; or

(c) any applicable Law, statute, regulation, rule, order, decree, judgment, injunction or other restriction of any Governmental Body to which such Secured Lender is subject.

5.4 SECURITIES MATTERS

(a) In the case of a subscription for the Secured Debentures as trustee or agent, such Secured Lender is the duly authorized trustee or agent of the disclosed beneficial purchaser with due and proper power and authority to execute and deliver, on behalf of each such beneficial purchaser, the Transaction Agreements, to agree to the terms and conditions herein and therein set out and to make the representations, warranties, acknowledgements and covenants herein and therein contained, all as if each such beneficial purchaser were the purchaser and such Secured Lender's actions as trustee or agent are in compliance with applicable Law and such Secured Lender and each beneficial purchaser acknowledges that the Parent Company and Issuer are required by Law to disclose to certain regulatory authorities the identity of each beneficial purchaser of Secured Debentures for whom it may be acting.

(b) Such Secured Lender acknowledges that none of the Secured Debentures have been or will be registered under the U.S. Securities Act or any applicable state securities Laws and will be issued by the Issuer in reliance on the Section 3(a)(10) Exemption. Solely with respect to affiliates of the Parent Company or Issuer, the Secured Debentures may be deemed "restricted securities" within the meaning of Rule 144 under the U.S. Securities Act, and therefore may not be offered or sold by it, directly or indirectly, in the United States without registration under United States securities Laws, except in limited circumstances, and the Secured Lender understands that the Secured Debentures may each contain a legend in respect of such restrictions.

(c) The delivery of this Agreement, the acceptance of it by the Parent Company and the Issuer and the issuance of the Secured Debentures to the Secured Lender complies with all applicable Laws of the Secured Lender's domicile and all other applicable Laws and will not cause the Parent Company or the Issuer to become subject to or comply with any disclosure, prospectus or reporting requirements under any such applicable Laws.

(d) Such Secured Lender acknowledges and agrees that it has been notified by the Parent Company (i) of the delivery to the OSC of personal information pertaining to the Secured Lender including, without limitation, the full name, address and telephone number of the Secured Lender, the number and type of securities acquired and the total purchase price paid in respect of the Secured Debentures, (ii) that this information is being collected indirectly by the OSC under the authority granted to it in securities Laws, (iii) that this information is being collected for the purposes of the administration and enforcement of the securities Laws of Ontario, and (iv) that the title, business address and business telephone number of the public official in Ontario who can answer questions about the OSC's indirect collection of the information is the Administrative Assistant to the Director of Corporate Finance, the Ontario Securities Commission, Suite 1903, Box 55, 20 Queen Street West, Toronto, Ontario M5H 3S8, Telephone: (416) 593-8086, Facsimile: (416) 593-8252, and (v) the Secured Lender hereby authorizes the indirect collection of the information by the OSC.

(e) Such Secured Lender acknowledges and agrees that:

(i) the Parent Company has advised such Secured Lender, that the Parent Company is relying on an exemption from the requirements to provide such Secured Lender with a prospectus and to sell securities through a person or company registered to sell securities under the *Securities Act* (Ontario) and other applicable securities laws and, as a consequence of acquiring the Secured Debentures pursuant to this exemption, certain protections, rights and remedies provided by the *Securities Act* (Ontario) and other applicable securities Laws, including statutory rights of rescission or damages, will not be available to them; and

(ii) the Transaction Agreements require it to provide certain Personal Information to the Parent Company. Such information is being collected and will be used by the Parent Company for the purposes of completing the proposed issuance of the Secured Debentures, which includes, without limitation, determining such Secured Lender's eligibility to acquire such securities under applicable Laws and preparing and registering certificates representing the Secured Debentures. Such Secured Lender agrees that its Personal Information may be disclosed by the Parent Company to: (A) applicable securities regulatory authorities, (B) the Parent Company's registrar and transfer agent, if any, and (C) any of the other parties involved in the proposed transaction, including legal counsel, and may be included in record books in connection with the transaction. In addition, such Secured Lender acknowledges, agrees and consents to the collection, use and disclosure of Personal Information by the Parent Company for corporate finance and shareholder communication purposes or such other purposes as are necessary to the Parent Company's Business.

5.5 APPLICATION OF PROCEEDS

The Secured Lenders hereby agree that all payments received from the Issuer or any Credit Party under the Secured Debentures shall be applied in the following order of priority (the "**Application of Payments Provision**"):

FIRST, to the payment of costs and expenses of the Collateral Agent in connection with its exercise of remedies and enforcing or collecting the Obligations;

SECOND, to the payment of costs and expenses of the Secured Lenders in connection with their rights, the exercise of remedies, and enforcing or collecting the Obligations, ratably in respect of the principal amount of Secured Debentures then held by each such Secured Lender;

THIRD, to the payment of accrued but unpaid interest with respect to the Secured Debentures (excluding interest which has been added to the principal amount thereof, in accordance with its terms), ratably in respect of the principal amount of Secured Debentures then held by the Secured Lenders; and

FOURTH, to the payment of the outstanding principal amount of the Secured Debentures then outstanding, ratably in respect of the principal amount of Secured Debentures then held the Secured Lenders.

Each Credit Party agrees to make payments under the Secured Debentures in accordance with the foregoing Application of Payments Provision. To the extent any Secured Lender receives any payment under the Secured Debentures which does not comply with the foregoing Application of Payments Provision, such Secured Lender shall segregate and hold such payment in trust for the benefit of, and immediately pay over to, the other Secured Lenders, to be applied in accordance with the Application of Proceeds Provision, in the same form as received, with any necessary endorsements. Each Secured Lender hereby authorizes the foregoing payment provisions, and such authorization is irrevocable and coupled with an interest.

ARTICLE 6
EVENTS OF DEFAULT

6.1 EVENT OF DEFAULT

Each of the following shall constitute an "**Event of Default**" under this Agreement.

(a) Nonpayment of Loans and Other Liabilities. Default in the payment (i) when due of principal of any Secured Debenture, or (ii) of any interest or any fees or any other amounts payable by any Credit Party to any Secured Lender hereunder or in the payment of any other Obligations due from any Credit Party to any Secured Lender, in each case under this subclause (ii) within three (3) Business Days of being due.

(b) Granting of Security. Any Credit Party or any Subsidiary grants any Lien other than a Permitted Lien.

(c) Nonpayment of Other Indebtedness. Default (after giving effect to any notice and cure periods) with respect to any Indebtedness of the Parent Company or any of its subsidiaries (x) under or pursuant to the Unsecured Transaction Agreements or (y) otherwise in excess of $500,000 which has not been effectively cured or waived and the obligee of such Indebtedness has the right to accelerate the maturity of the Indebtedness; or default with respect to any other obligations or Indebtedness of the Parent Company or any of its subsidiaries which could reasonably be expected to have a Material Adverse Effect and which has not been effectively cured or waived; or acceleration of the payment of any Indebtedness subordinate to the Obligations, and the obligee with respect thereto has the right to accelerate the maturity of such other Indebtedness, in each case under subclause (y) of this Section 6.1(c) only, if such default remains uncured for ten (10) Business Days.

(d) Other Material Obligations. Default (after giving effect to any notice and cure periods) in the payment when due, or in the performance or observance of, any material obligation of, or condition agreed to by, the Parent Company with respect to any material purchase or lease of goods or services in excess of $500,000 or which could reasonably be expected to have a Material Adverse Effect (except only to the extent that the Parent Company is contesting the existence of any such default in good faith and by appropriate proceedings), in each case under this Section 6.1(d), if such default remains uncured for ten (10) Business Days.

(e) Bankruptcy or Insolvency. The Parent Company or any of its subsidiaries files or has filed against it any action under any Debtor Relief Law, or the Parent Company or any of its subsidiaries institutes or consents to the institution of any proceeding under any Debtor Relief Law, or makes an assignment for the benefit of creditors; or applies for or consents to the appointment of any receiver, trustee, custodian, conservator, liquidator, rehabilitator, administrator, administrative receiver or similar officer for it or for all or any material part of its property; or any receiver, trustee, custodian, conservator, liquidator, rehabilitator, administrator, administrative receiver or similar officer is appointed without the application or consent of such Person and the appointment continues undischarged or unstayed for forty five (45) calendar days; or any proceeding under any Debtor Relief Law relating to any such Person or to all or any material part of its property is instituted without the consent of such Person and continues undismissed or unstayed for forty five (45) calendar days, or an order for relief is entered in any such proceeding.

(f) Representations and Warranties. Any representation or warranty made by any Credit Party in any Transaction Agreement is breached or was false or misleading in any material respect when made, or any schedule, certificate, financial statement, report, notice, or other writing furnished to any Secured Lender or Collateral Agent by any Credit Party or any Guarantor is false or misleading in any material respect on the date as of which the facts therein set forth are stated or certified.

(g) Transaction Agreements. (i) The Parent Company or any Credit Party shall fail to comply with or to perform in any material respect any provision of any of the Transaction Agreements to which it is a party and such failure shall continue beyond any applicable grace or cure period; or any of the Transaction Agreements shall fail to remain in full force and effect except as expressly provided therein, or any action by any Person other than a Credit Party shall be taken to assert the unenforceability or invalidity of any of the Transaction Agreements, in each case under this Section 6.1(g)(i), if such default remains uncured for ten (10) Business Days; or (ii) any action by a Credit Party shall be taken to assert the unenforceability or invalidity of any of the Transaction Agreements.

(h) Intentionally Omitted.

(i) Judgments. There shall be entered against any Credit Party one or more judgments or decrees in excess of $500,000 in the aggregate at any one time outstanding for any one or more of such Credit Parties or could reasonably be expected to result in a Material Adverse Effect, excluding those judgments or decrees (i) that shall have been stayed, vacated or bonded within thirty (30) days after such judgment or decree has been entered, (ii) that shall have been outstanding less than thirty (30) days from the entry thereof, (iii) for and to the extent to which such Credit Party is insured and with respect to which the insurer specifically has assumed responsibility in writing (and without any reservation of rights) or (iv) for and to the extent to which the Parent Company is otherwise indemnified if the terms of such indemnification are reasonably satisfactory to the Collateral Agent.

(j) Notice of Tax Lien, Levy, Seizure or Attachment. Except for matters that exist as of the Closing Date or may exist as a result of unpaid state or federal taxes owed as of the Closing Date, which, in each case, are disclosed on Schedule 4.16, a notice of Lien, levy or assessment is filed of record with respect to all or any portion of any assets of any Credit Party or any of its subsidiaries by the United States or Canada, or any department, agency or instrumentality thereof, or by any state, county, municipal or other governmental agency, including, without limitation, the IRS or the PBGC, or any taxes or debts owing to any of the foregoing becomes a Lien or encumbrance upon all or any portion of the assets of any Credit Party or any of its subsidiaries, or the making or any attempt by any Person to make any levy, seizure or attachment upon any of the assets of a Credit Party or any of its subsidiaries (except only to the extent that such Credit Party or such subsidiary is contesting such notice in good faith and by appropriate proceedings), in each case under this Section 6.1(j), if such default remains uncured for ten (10) Business Days.

(k) Inability to Conduct Business and De-Listing. If: (i) the Parent Company or any of its subsidiaries is enjoined, restrained, or in any way prevented by the order of any court or any administrative or regulatory agency from conducting all or any part of its business affairs or loses or has its License revoked, or (ii) hereafter the Common Shares of the Parent Company cease to be traded on the CSE or such other exchange as the Requisite Secured Lenders may consent to in writing from time to time, or (iii) hereafter, any cease trade order is obtained from any Governmental Body causing the Parent Company to de-list or ordering the cessation of trading of the Common Shares or precluding the Parent Company from completing an offering of Common Shares (or precluding any Person from completing a secondary offering of Common Shares of the Parent Company) and listing such Common Shares on the CSE or such other exchange as the Requisite Secured Lenders may consent to in writing from time to time.

(l) Dissolution of the Parent Company or any Subsidiary. The Parent Company or any Subsidiary involuntarily dissolves or is involuntarily dissolved, or involuntarily terminates its existence or involuntarily has its existence terminated, except for those disclosed on Schedule 4.2.

(m) Change of Control. Except as set forth on Schedule 4.20(v), the occurrence of any Change of Control Transaction unless the Requisite Secured Lenders shall have consented to such Change of Control Transaction in writing (which consent shall be made or withheld in the Requisite Secured Lenders' sole discretion), unless such Change of Control Transaction occurs after the date that is three years from the Closing Date and provides for the Obligations to be paid in full in which case no consent shall be required.

(n) Material Adverse Effect. A Material Adverse Effect exists or occurs and is continuing.

(o) Pension Plans. (i) Institution of any steps by any Person to terminate a Pension Plan or a Canadian Pension Plan if as a result of such termination any Credit Party could reasonably be required to make a contribution to such Pension Plan, or could reasonably incur a liability or obligation to such Pension Plan, in excess of $250,000; (ii) a contribution failure occurs with respect to any Pension Plan sufficient to give rise to a Lien under Section 303(k) ERISA or Section 430(k) of the U.S. Tax Code on the assets of any Credit Party or any member of the Controlled Group; (iii) a failure to meet the contribution or other assessment requirements under applicable Canadian federal or provincial Laws with respect to any Canadian Pension Plan; or (iv) there shall occur any withdrawal or partial withdrawal from a Multiemployer Pension Plan and the withdrawal liability (without unaccrued interest) to Multiemployer Pension Plans as a result of such withdrawal (including any outstanding withdrawal liability that any Credit Party or any member of the Controlled Group have incurred on the date of such withdrawal) and as to which any Credit Party is liable for under ERISA exceeds $250,000.

6.2 ACCELERATION

Upon the occurrence and during the continuance of an Event of Default specified in Section 6.1, all outstanding amounts of principal owing under the Secured Debentures and all accrued and unpaid interest on the Secured Debentures, and all other amounts owed to the Secured Lenders and Collateral Agent under this Agreement and the Transaction Agreements, shall thereupon become immediately due and payable without presentment, demand, protest, or other notice of any kind, all of which are expressly waived, anything in this Agreement or the Transaction Agreements to the contrary notwithstanding. In addition, upon and during the continuation of an Event of Default, the interest rate under the Secured Debentures shall increase by three percent (3%) per annum.

6.3 RIGHTS AND REMEDIES GENERALLY

(a) If any Event of Default shall occur and be continuing then each Secured Lender, and the Collateral Agent for the benefit of the Secured Lenders, shall have all the rights of a secured party under the Uniform Commercial Code (and all equivalents thereof) or the Personal Property Security Act of any jurisdiction in Canada (and all equivalents thereof), shall have all rights now or hereafter existing under all other applicable Laws, and, subject to any mandatory requirements of applicable Law then in effect, shall have all the rights set forth in this Agreement, the other Transaction Agreements or in any other agreement or document between the parties hereto. No enumeration of rights in this Section 6.3 or anywhere else in this Agreement or in any other agreement or document between the parties hereto shall be construed to in any way limit the rights or remedies of the Secured Lenders. If any Event of Default described in Section 6.1(e) shall occur, the Obligations shall become immediately and automatically due and payable without presentment, demand, protest or notice of any kind.

(b) In addition to any rights and remedies of the Secured Lenders provided by Law, upon the occurrence and during the continuance of any Event of Default, each Secured Lender and its Affiliates (and the Collateral Agent, in respect of any unpaid fees, costs and expenses payable under the Security Documents) is authorized at any time and from time to time, without prior notice to the Parent Company, any such notice being waived by the Parent Company (on its own behalf and on behalf of each Credit Party) to the fullest extent permitted by applicable Law, to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held by, and other obligations at any time owing by, such Secured Lender and its Affiliates or the Collateral Agent to or for the credit or the account of the respective Credit Parties against any and all Obligations owing to such Secured Lender and its Affiliates or the Collateral Agent hereunder or under any other Transaction Agreement, now or hereafter existing, irrespective of whether or not the Collateral Agent or such Secured Lender or Affiliate shall have made demand under this Agreement or any other Transaction Agreement and although such Obligations may be contingent or unmatured or denominated in a currency different from that of the applicable deposit or Indebtedness. Each Secured Lender agrees promptly to notify the Parent Company and the Collateral Agent after any such set off and application made by such Secured Lender; provided that the failure to give such notice shall not affect the validity of such setoff and application. The rights of the Collateral Agent and the Secured Lenders under this Section 6.3(b) are in addition to other rights and remedies (including other rights of setoff) that the Collateral Agent and the Secured Lenders may have.

ARTICLE 7
SURVIVAL OF REPRESENTATIONS, WARRANTIES AND COVENANTS, INDEMNITIES AND AGREEMENTS

Subject to the terms and conditions of this Article 7, all representations and warranties, indemnities and agreements of the parties hereto contained in this Agreement and in all certificates and documents delivered pursuant to or contemplated by this Agreement, shall survive the date hereof and shall continue until the Obligations are paid in full, at which time they shall expire and cease to be of any further force or effect, provided, however, that (a) a claim for any breach of any of the representations and warranties contained in this Agreement or in any certificate or document delivered pursuant to or contemplated by this Agreement involving fraud or fraudulent misrepresentation (as determined by a court of competent jurisdiction) or involving a representation and warranty which the Parent Company knew to be false or incomplete shall survive and continue in full force and effect without limitation of time and (b) all obligations for indemnification and reimbursement of fees and expenses payable hereunder to any Secured Lender or the Collateral Agent shall survive the payment in full of the Obligations.

The parties hereto hereby acknowledge that if notice regarding any matter contemplated in this Article 7 is given by any party hereto, acting in good faith, to the others of them within the relevant time period specified in this Article 7, and if before such matter has been fully dealt with pursuant to this Agreement, the relevant time period would expire, the time period in question shall be deemed to be extended (with respect to such matter only) until such matter has been fully dealt with pursuant to this Agreement.

ARTICLE 8
INDEMNIFICATION

8.1 INDEMNIFICATION BY THE CREDIT PARTIES

(a) To the fullest extent permitted by law, in consideration of the execution and delivery of this Agreement by the Secured Lenders and the agreement to purchase or otherwise acquire the Secured Debentures, as applicable, the Credit Parties hereby jointly and severally agree to indemnify, exonerate and hold Collateral Agent, each Secured Lender and each of their respective directors, officers, shareholders, managers, employees, partners, consultants, agents and their respective heirs, successors and assigns (collectively, the "**Indemnified Parties**") free and harmless from and against any and all actions, causes of action, suits, losses, costs, damages, expenses and liabilities, including legal fees (collectively, a "**Loss**"), incurred by such Indemnified Party as a result of, or arising out of, or relating to: (i) any tender offer, merger, purchase of equity interests, purchase of assets or other similar transaction financed or proposed to be financed in whole or in part, directly or indirectly, with the Proceeds, (ii) the use, handling, release, emission, discharge, transportation, storage, treatment or disposal of any Hazardous Materials at any property owned or leased by any Credit Party, (iii) any violation of any Environmental Laws with respect to conditions at any property owned or leased by any Credit Party or the operations conducted thereon, (iv) the investigation, cleanup or remediation of offsite locations at which any Credit Party or their respective predecessors are alleged to have directly or indirectly disposed of Hazardous Materials or (v) the execution, delivery, performance or enforcement of (x) any Transaction Agreement by the Secured Lenders or Collateral Agent, or (y) the Original Agreement and "Transaction Agreements" (as defined in the Original Agreement) by the Collateral Agent and the Secured Lenders party thereto, in each case with respect to clauses (i)-(v) except to the extent any such Loss results from the Indemnified Party's own gross negligence or willful misconduct or the reduction of Indebtedness owing by the Credit Parties to the Secured Lenders in accordance with the Plan of Arrangement (the "**Indemnified Liabilities**"). If and to the extent that the foregoing undertaking may be unenforceable for any reason, each Credit Party hereby jointly and severally agrees to make the maximum contribution to the payment and satisfaction of each Loss which is permissible under applicable law. All Obligations provided for in this Section 8.1 shall survive repayment of the Obligations, assignment of the Secured Debentures, any foreclosure under, or any modification, release or discharge of, any or all of the Security Documents and termination of this Agreement.

(b) For purposes of this Section 8.1, the determination of any Loss for indemnification hereunder shall take into account the net effect of each of the following on the Indemnified Parties as it relates to each particular indemnity payment, if and as applicable: (i) the decrease in value, if any from such indemnification claim in the Secured Debentures; (ii) insurance proceeds which the Secured Lenders received in respect of such matter; and (iii) indemnity payments which the Secured Lenders received from parties other than the Credit Parties hereunder in respect of such matter.

(c) The foregoing obligations shall survive the payment in full of the other Obligations.

8.2 PAYMENTS UNDER THE SECURED DEBENTURES

Any payment or distribution by the Parent Company or the Issuer to any Secured Lender under the Secured Debentures for principal or interest, shall not be subject to any deduction, withholding or offset for any reason whatsoever except to the extent required by Law, and the Issuer represents that to its best knowledge no deduction, withholding or offset is so required for any Tax or any other reason. Notwithstanding any term or provision of any Transaction Agreement to the contrary, if it shall be determined that any payment (other than a payment dealt with under Section 8.1(a)) by the Parent Company or the Issuer to or for the benefit of any Secured Lender pursuant to the terms of any Transaction Agreement, whether for principal, interest or otherwise and whether paid or payable or distributed or distributable, actual or deemed, would be or is subject to any deduction, withholding or offset due to any Tax, then the Parent Company or the Issuer, as the case may be, shall, in addition to all sums otherwise payable, pay to such Secured Lender an additional payment in cash so that after any required withholding or the making of all required deductions (including withholding and deductions applicable to additional sums payable under this Section 8.2), the applicable Secured Lender receives an amount equal to the sum it would have received had no such withholding or deduction been made. The Parent Company or the Issuer, as the case may be, shall timely remit the full amount withheld or deducted to the applicable Governmental Body and shall provide evidence of such payment to the relevant Secured Lenders within thirty (30) days of making such payment.

8.3 NOTICE OF CLAIM

If a Secured Lender becomes aware of a Loss in respect of which indemnification is provided for pursuant to Section 8.1, such Secured Lender shall give written notice of the Loss to the Parent Company within 60 days of becoming aware of such Loss. Such notice shall specify whether the Loss arises as a result of a claim by a Person against such Secured Lender or whether the Claim does not so arise, and shall also specify with reasonable particularity (to the extent that the information is available): (a) the factual basis for the claim; and (b) the amount of the Loss, if known.

8.4 THIRD PARTY CLAIMS

If any legal proceedings shall be instituted or any claim is asserted by any non-affiliated third party in respect of which any of the Indemnified Parties may be entitled to indemnity hereunder, any Secured Lender or the Collateral Agent shall give the Parent Company written notice in accordance with Section 8.3 and Article 18. Such Secured Lender or the Collateral Agent shall have the right, at its option and expense, to participate in the defence of such a proceeding or claim and, at its option, to control the defence, negotiation or settlement thereof.

ARTICLE 9
[RESERVED]

ARTICLE 10
FURTHER ASSURANCES

Each of the parties hereto shall promptly do, make, execute, deliver or cause to be done, made, executed or delivered, all such further acts, documents and things as the other parties hereto may require, acting reasonably, from time to time for the purpose of giving effect to this Agreement and the other Transaction Agreements, and shall use reasonable efforts and take all such steps as may be reasonably within its power to implement to the full extent the provisions of this Agreement and the other Transaction Agreements.

ARTICLE 11
SEVERABILITY

If any provision hereof is illegal, invalid or unenforceable, such provision shall be deemed to be severed and deleted from this Agreement and such illegality, invalidity or unenforceability shall not in any manner affect the validity or enforceability of the remainder hereof.

ARTICLE 12
AMENDMENT; WAIVER

Except as provided in the next following sentence, no amendment, modification or waiver of any provision of this Agreement or any Transaction Agreement, nor consent to any variance therefrom, shall be effective unless the same is in writing and signed by the Parent Company, on behalf and for the benefit of itself and all other Credit Parties to be bound by such waiver, and the Collateral Agent, on behalf and for the benefit of itself and the Secured Lenders, and such amendment, modification, waiver or consent shall be effective only in the specific instance and for the specific purpose for which it was given. Notwithstanding anything herein contained, no amendment, modification or waiver of any provision of this Agreement or any Transaction Agreement, nor consent to any variance therefrom, which would effectively relate to the following matters shall be effective unless the same is in writing and signed by the Parent Company, on behalf of and for the benefit of itself and all other Credit Parties to be bound by such waiver, and all of the Secured Lenders: (i) reduce any interest rate applicable to the Obligations, (ii) change the amount of or due date with respect to any principal, interest, fee or expense that is payable to any Secured Lender under any Transaction Agreement, or (iii) modify the definition of Requisite Secured Lenders, this Section 12 of this Agreement or any provision of any other Transaction Agreement (other than the Investor Rights Agreement and Registration Rights Agreement), which governs or relates to amendments, restatements, consents, waivers or other modifications to this Agreement, and such amendment, modification, waiver or consent shall be effective only in the specific instance and for the specific purpose for which it was given.

Any waiver of any Event of Default, default, breach ornon-compliance under this Agreement is not effective unless in writing and signed by the Collateral Agent on behalf of itself and the Secured Lenders, provided, however, that any waiver of a payment Event of Default under Section 6.1(a) of this Agreement must be approved in writing by the Requisite Secured Lenders. No waiver shall be inferred from or implied by any act or delay in acting by a party in respect of any default, breach or non-observance or by anything done or omitted to be done by the other party. Nothing in this section shall affect each Secured Lender’s rights under Section 4.3 of the Secured Debentures. The waiver by a party of any default, breach or non-compliance under this Agreement shall not operate as a waiver of that party’s rights under this Agreement in respect of any continuing or subsequent default, breach or non-observance (whether of the same or any other nature).

ARTICLE 13
COUNTERPARTS AND FACSIMILE

This Agreement may be executed originally, by facsimile or by e-mail transmission of an Adobe Acrobat file or similar means of recorded electronic transmission and in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument and shall be valid, binding and effective as if originally signed as one document.

ARTICLE 14
GOVERNING LAW

THIS AGREEMENT AND EACH OTHER TRANSACTION AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK UNLESS ANY SUCH TRANSACTION AGREEMENT EXPRESSLY PROVIDES FOR ANOTHER GOVERNING LAW.

ARTICLE 15
FORUM; CONSENT TO JURISDICTION

ANY LEGAL ACTION OR PROCEEDING ARISING UNDER ANY TRANSACTION AGREEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO ANY TRANSACTION AGREEMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, SHALL BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY OR OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF SUCH STATE, AND BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH CREDIT PARTY, THE COLLATERAL AGENT AND EACH SECURED LENDER CONSENTS, FOR ITSELF AND IN RESPECT OF ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THOSE COURTS AND AGREES THAT IT WILL NOT COMMENCE OR SUPPORT ANY SUCH ACTION OR PROCEEDING IN ANOTHER JURISDICTION. EACH CREDIT PARTY, THE COLLATERAL AGENT AND EACH SECURED LENDER IRREVOCABLY WAIVES ANY OBJECTION, INCLUDING ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY ACTION OR PROCEEDING IN SUCH JURISDICTION IN RESPECT OF ANY TRANSACTION AGREEMENT OR OTHER DOCUMENT RELATED THERETO. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO ANY TRANSACTION AGREEMENT IN THE MANNER PROVIDED FOR NOTICES (OTHER THAN TELECOPIER OR OTHER ELECTRONIC TRANSMISSION) IN ARTICLE 18. NOTHING IN THIS AGREEMENT OR ANY OTHER TRANSACTION AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW. NOTHING IN THIS AGREEMENT OR IN ANY OTHER TRANSACTION AGREEMENT SHALL AFFECT ANY RIGHT THAT THE COLLATERAL AGENT OR ANY SECURED LENDER MAY OTHERWISE HAVE TO BRING ANY ACTION TO ENFORCE ANY AWARD OR JUDGMENT OR EXERCISE ANY RIGHT UNDER THE SECURITY DOCUMENTS AGAINST ANY COLLATERAL OR ANY OTHER PROPERTY OF ANY CREDIT PARTY IN ANY OTHER FORUM IN ANY JURISDICTION IN WHICH COLLATERAL IS LOCATED.

ARTICLE 16
WAIVER OF JURY TRIAL

TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY TO THIS AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER ANY TRANSACTION AGREEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO ANY TRANSACTION AGREEMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS Article 16 WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

ARTICLE 17
FEES AND EXPENSES

The Parent Company is liable for and shall pay to the Secured Lenders and the Collateral Agent any and all of their reasonable out-of-pocket costs, charges, fees, taxes and other expenses incurred by the Secured Lenders or the Collateral Agent, as applicable (including reasonable attorneys' fees and costs) in connection with: (i) the preparation, documentation, negotiation and execution of the Transaction Agreements to the extent such Secured Lender is party thereto, (ii) any amendment, waiver or consent in connection with any of the Transaction Agreements to the extent such Secured Lender is party thereto, (iii) enforcement of any Transaction Agreement or any of the Secured Lenders' or the Collateral Agent's rights or remedies with respect thereto to the extent such Secured Lender is party thereto, (iv) analysis of any rights of the Secured Lenders or the Collateral Agent under or in connection with any Transaction Agreement or any transactions contemplated thereby to the extent such Secured Lender is party thereto, and (v) any litigation, contest, dispute, suit or proceeding to commence, defend or intervene or to take any other action in or with respect to any litigation, contest, dispute, suit or proceeding (whether instituted by the Secured Lenders (or any one or more of them), the Collateral Agent, any Credit Party or any other Person) to enforce any provision of the Transaction Agreements or the transactions contemplated thereby or defend any claims made or threatened arising out of the transactions contemplated by the Transaction Agreements. The aggregate fees and expenses incurred by each Secured Lender and the Collateral Agent in connection with (i) through (v) above as of the Closing Date that will not be paid at Closing are set forth on Schedule 17 (each amount and such amounts in the aggregate listed under the column titled Deferred Professional Fees, as increased or decreased with payment of or incurrence of interest thereon, the "**Deferred Professional Fees**"). The Parent Company shall have until December 31, 2022 to pay the Deferred Professional Fees ratably based on the amount of each Secured Lender's and the Collateral Agent's Deferred Professional Fees. The Deferred Professional Fees shall accrue simple interest at the rate of twelve percent (12%) per annum from the Closing Date until December 31, 2022. Beginning with the first Business Day of the month following December 31, 2022, interest shall accrue on the Deferred Professional Fees at the rate of twenty (20%) per annum calculated on a daily basis and payable on the first Business Day of every month until the Deferred Professional Fees and accrued interest thereon is paid in full. The foregoing obligations shall survive the payment in full of the other Obligations. For the avoidance of doubt, the Parent Company shall pay any fees payable under this Article 17 other than the Deferred Professional Fees, whether or not incurred before or after the Closing Date, in the ordinary course of business in accordance with any applicable contractual payment terms.

ARTICLE 18
NOTICE

All notices, requests or other communications required or permitted by the terms hereof to be given by the parties hereto to the others of them shall be given by personal delivery, facsimile transmission, electronic mail or by mail delivered or sent to the others of them as set forth on Schedule 18, or at such other address or facsimile transmission number as may be given by any of them to the others in writing from time to time. All such notices, requests or other communications shall be deemed to have been received when (a) delivered the next business day after sending by overnight courier or transmitted by electronic mail or facsimile, or (b) if mailed, five (5) Business Days after the date of mailing thereof.

ARTICLE 19
ASSIGNMENT

No party may assign its rights or benefits under this Agreement except that any of the Secured Lenders may assign any or all of its Secured Debentures from time to time and their rights and benefits or any of their obligations under this Agreement to: (i) any of its Affiliates or members; or (ii) any Person or Persons who may purchase all or part of their Secured Debentures, both (i) and (ii) being subject to compliance with applicable securities laws and applicable cannabis regulations.

ARTICLE 20
SUCCESSORS AND ASSIGNS

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

ARTICLE 21
ANNOUNCEMENT

Unless otherwise required by applicable Law or the rules of any exchange on which a party lists its securities (based upon the reasonable advice of counsel and after prior review and comment with the other party, not to be unreasonably withhold or delayed), neither party shall make any public announcements in respect of this Agreement, the transactions contemplated by this Agreement, or otherwise communicate with any news media without the prior written consent of the other party regarding the transactions contemplated herein, and the parties shall cooperate in good faith as to the timing and contents of any such announcement.

ARTICLE 22
USA PATRIOT ACT

Each Secured Lender hereby notifies the Parent Company that pursuant to the requirements of the USA PATRIOT Act, it may be required to obtain, verify and record information that identifies each Credit Party, which information includes the name, address and tax identification number of such Credit Party and other information regarding such Credit Party that will allow such Secured Lender or the Collateral Agent, as applicable, to identify such Credit Party in accordance with the USA PATRIOT Act. This notice is given in accordance with the requirements of the USA PATRIOT Act and is effective as to the Secured Lenders and the Collateral Agent.

ARTICLE 23
NO ADVISORY OR FIDUCIARY RESPONSIBILITY

(a) In connection with all aspects of each transaction contemplated hereby, each Credit Party acknowledges and agrees, and acknowledges its Affiliates' understanding, that (i) the financing provided for hereunder and any related arranging or other services in connection therewith (including in connection with any amendment, waiver or other modification hereof or of any other Transaction Agreement) are an arm's-length commercial transaction between the Parent Company and its Affiliates, on the one hand, and the Secured Lenders and Collateral Agent, on the other hand, and the Parent Company is capable of evaluating and understanding and understands and accepts the terms, risks and conditions of the transactions contemplated hereby and by the other Transaction Agreements (including any amendment, waiver or other modification hereof or thereof), (ii) in connection with the process leading to such transaction, the Secured Lenders and the Collateral Agent each is and has been acting solely as a principal and is not the financial advisor, agent or fiduciary, for the Parent Company or any of its Affiliates, stockholders, creditors or employees or any other Person, (iii) neither the Secured Lenders, the Collateral Agent, nor any of their respective Affiliates has assumed or will assume an advisory, agency or fiduciary responsibility in favor of the Parent Company with respect to any of the transactions contemplated hereby or the process leading thereto, including with respect to any amendment, waiver or other modification hereof or of any other Transaction Agreement (irrespective of whether the Secured Lenders or the Collateral Agent has advised or is currently advising the Parent Company or any of its Affiliates on other matters) and neither the Secured Lenders, the Collateral Agent, nor any of their respective Affiliates has any obligation to the Parent Company or any of its Affiliates with respect to the financing transactions contemplated hereby except those obligations expressly set forth herein and in the other Transaction Agreements, (iv) the Secured Lenders and the Collateral Agent and their respective Affiliates may be engaged in a broad range of transactions that involve interests that differ from, and may conflict with, those of the Parent Company and its Affiliates, and neither the Secured Lenders, the Collateral Agent, nor any of their respective Affiliates has any obligation to disclose any of such interests by virtue of any advisory, agency or fiduciary relationship, and (v) the Secured Lenders, the Collateral Agent, and their respective Affiliates have not provided and will not provide any legal, accounting, regulatory or tax advice with respect to any of the transactions contemplated hereby (including any amendment, waiver or other modification hereof or of any other Transaction Agreement) and the Credit Parties have consulted their own legal, accounting, regulatory and tax advisors to the extent they have deemed appropriate. Provided that the Additional Principal Amount is funded in full (subject to applicable deductions for Professional Fees) and in immediately available funds in accordance with the Credit Party Payment Direction immediately after the Restructuring Closing and in any event no later than the Closing Date, each Credit Party hereby waives and releases, to the fullest extent permitted by Law, any claims that it may have against the Secured Lenders, the Collateral Agent, and their respective Affiliates with respect to any breach or alleged breach of agency or fiduciary duty under applicable Law relating to agency and fiduciary obligations.

(b) Each Credit Party acknowledges and agrees that the Secured Lenders, the Collateral Agent and any of their respective Affiliates may lend money to, invest in, and generally engage in any kind of business with, any of the Parent Company, any of its subsidiaries, any of their respective Affiliates or any other Person or entity that may do business with or own securities of any of the foregoing, all as if the Secured Lenders, the Collateral Agent and any of their respective Affiliates were not Secured Lenders, Collateral Agent or an Affiliate thereof (or an agent or any other Person with any similar role under the Transaction Agreements) and, subject to applicable Law, without any duty to account therefor to any other Secured Lender, the Parent Company, any of its subsidiaries or any Affiliate of the foregoing. The Secured Lenders or their Affiliates may have directly or indirectly acquired certain equity interests (including warrants) in the Parent Company or any of its Affiliates and confirm to the Parent Company and its Affiliates, as applicable, that all of such equity interests, if any, have been or will be disclosed pursuant to applicable Law, or may have directly or indirectly extended credit on a subordinated basis to the Parent Company or any of its Affiliates. Provided that the Additional Principal Amount is funded in full (subject to applicable deductions for Professional Fees) and in immediately available funds in accordance with the Credit Party Payment Direction immediately after the Restructuring Closing and in any event no later than the Closing Date, each party hereto, on its behalf and on behalf of its Affiliates, acknowledges and waives the potential conflict of interest resulting from any such Secured Lender, Collateral Agent or any of their respective Affiliates thereof holding disproportionate interests in the Secured Debentures or otherwise acting as arranger or agent thereunder and such Secured Lender, Collateral Agent or any of their respective Affiliates directly or indirectly holding equity interests in or subordinated debt issued by the Parent Company or any of its Affiliates.

ARTICLE 24
ELECTRONIC TRANSMISSION

The words "execution," "signed," "signature," and words of like import in any Transaction Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based record keeping system, as the case may be, to the extent and as provided for in any applicable law, including the Electronic Signatures in Global and National Commerce Act of 2000 (15 USC § 7001 *et seq.*), the Electronic Signatures and Records Act of 1999 (NY State Technology Law § 301-309), any successor legislation or other applicable state laws based on the Uniform Electronic Transactions Act, and the Electronic Commerce Act, 2000 and any other similar Law in Canada or any other province or territory therein.

ARTICLE 25
THE COLLATERAL AGENT

25.1 APPOINTMENT AND AUTHORIZATION.

(a) Each Secured Lender hereby irrevocably appoints Gotham Green Admin 1, LLC to act on its behalf as the Collateral Agent hereunder and under the other Transaction Agreements, designates and authorizes the Collateral Agent to take such action on its behalf under the provisions of this Agreement and each other Transaction Agreement and to exercise such powers and perform such duties as are expressly delegated to it by the terms of this Agreement or any other Transaction Agreement, together with such powers as are reasonably incidental thereto. Without limiting the generality of the foregoing, each Secured Lender hereby expressly authorizes the Collateral Agent to execute any and all documents (including releases) with respect to the Collateral and the rights of the Secured Lenders with respect thereto, as contemplated by and in accordance with the provisions of this Agreement and the Security Documents and acknowledge and agree that any such action by the Collateral Agent shall bind the Secured Lenders. Notwithstanding any provision to the contrary contained elsewhere herein or in any other Transaction Agreement, the Collateral Agent shall not have any duties or responsibilities, except those expressly set forth herein, nor shall the Collateral Agent have or be deemed to have any fiduciary relationship with any Secured Lender, and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Agreement or any other Transaction Agreement or otherwise exist against the Collateral Agent. Without limiting the generality of the foregoing sentence, the use of the term "agent" herein and in the other Transaction Agreements with reference to the Collateral Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable law. Instead, such term is used merely as a matter of market custom, and is intended to create or reflect only an administrative relationship between independent contracting parties.

(b) Each of the Secured Lenders (by acceptance of the benefits of the Security Documents) hereby irrevocably appoints and authorizes the Collateral Agent to act as the agent of (and to hold any security interest created by the Security Documents for and on behalf of or on trust for) such Secured Lender for purposes of acquiring, holding and enforcing any and all Liens on Collateral granted by the Credit Parties to secure any of the Obligations, together with such powers and discretion as are reasonably incidental thereto. In this connection, the Collateral Agent shall be entitled to the benefits of all provisions of this 0 as if set forth in full herein with respect thereto.

(c) Except as provided in this 0, the provisions of this 0 are solely for the benefit of the Secured Lenders, and neither the Parent Company nor any other Credit Party shall have rights as a third-party beneficiary of any of such provisions.

25.2 DELEGATION OF DUTIES.

The Collateral Agent may execute any of its duties under this Agreement or any other Transaction Agreement (including for purposes of holding or enforcing any Lien on the Collateral (or any portion thereof) granted under the Security Documents or of exercising any rights and remedies thereunder) by or through agents, employees or attorneys-in-fact and shall be entitled to advice of counsel and other consultants or experts concerning all matters pertaining to such duties. The Collateral Agent and any such sub-agent may perform any and all of its duties and exercise its rights and powers by or through their respective Affiliates, and the officers, directors, employees, partners, agents, advisors, attorneys-in-fact and other representatives of such Persons and Affiliates (collectively, "**Agent-Related Persons**"). The exculpatory provisions of this 0 shall apply to any such sub-agent and to the Agent-Related Persons of the Collateral Agent and any such sub-agent, and shall apply to their activities as Collateral Agent. The Collateral Agent shall not be responsible for the negligence or misconduct of any agent or sub-agent or attorney-in-fact that it selects in the absence of gross negligence or willful misconduct (as determined in the final non-appealable judgment of a court of competent jurisdiction).

25.3 LIABILITY OF AGENTS.

No Agent-Related Person shall (i) be liable for any action taken or omitted to be taken by any of them under or in connection with this Agreement or any other Transaction Agreement or the transactions contemplated hereby (except for its own gross negligence or willful misconduct, as determined by the final non-appealable judgment of a court of competent jurisdiction, in connection with its duties expressly set forth herein), (ii) except as expressly set forth herein and in the other Transaction Agreements, have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Parent Company or any of its Affiliates that is communicated to or obtained by the Person serving as the Collateral Agent or any of its Affiliates in any capacity, (iii) be responsible for or have any duty to ascertain or inquire into the satisfaction of any condition set forth in Article 4 or elsewhere herein, other than to confirm receipt of items expressly required to be delivered to the Collateral Agent or (iv) be responsible in any manner to the Secured Lenders for any recital, statement, representation or warranty made by any Credit Party or any officer thereof, contained herein or in any other Transaction Agreement, or in any certificate, report, statement or other document referred to or provided for in, or received by the Collateral Agent under or in connection with, this Agreement or any other Transaction Agreement, or the validity, effectiveness, genuineness, enforceability or sufficiency of this Agreement or any other Transaction Agreement, the existence, value or collectability of the Collateral, any failure to monitor or maintain any part of such Collateral, or the perfection or priority of any Lien or security interest created or purported to be created under the Security Documents, or for any failure of any Credit Party or any other party to any Transaction Agreement to perform its obligations hereunder or thereunder. No Agent-Related Person shall be under any obligation to the Secured Lenders or participant to ascertain or to inquire as to the observance or performance of any of the agreements contained in, or conditions of, this Agreement or any other Transaction Agreement, or to inspect the properties, books or records of any Credit Party or any Affiliate thereof. Notwithstanding the foregoing, the Collateral Agent shall have no duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the other Transaction Agreements that the Collateral Agent is required to exercise as directed in writing by the Secured Lenders; provided that the Collateral Agent shall not be required to take any action that, in its opinion or the opinion of its counsel, may expose the Collateral Agent to liability or that is contrary to any Transaction Agreement or applicable law, including for the avoidance of doubt any action that may be in violation of the automatic stay under any Debtor Relief Law.

25.4 RELIANCE BY AGENTS.

The Collateral Agent shall be entitled to rely, and shall be fully protected in relying, upon any writing, communication, signature, resolution, representation, notice, consent, certificate, affidavit, letter, telegram, facsimile, telex or telephone message, electronic mail message, statement or other document or conversation believed by it to be genuine and correct and to have been signed, sent or made by the proper Person or Persons, and upon advice and statements of legal counsel (including counsel to any Credit Party), independent accountants and other experts selected by the Collateral Agent. The Collateral Agent shall be fully justified in failing or refusing to take any action under any Transaction Agreement unless it shall first receive such advice or concurrence of the Secured Lenders as it deems appropriate and, if they so requests, it shall first be indemnified to its satisfaction by the Secured Lenders against any and all liability and expense which may be incurred by it by reason of taking or continuing to take any such action. The Collateral Agent shall in all cases be fully protected in acting, or in refraining from acting, under this Agreement or any other Transaction Agreement in accordance with a request or consent of the Secured Lenders and such request and any action taken or failure to act pursuant thereto shall be binding upon the Secured Lenders.

25.5 NOTICE OF DEFAULT.

The Collateral Agent shall not be deemed to have knowledge or notice of the occurrence of any Event of Default, except with respect to defaults in the payment of principal, interest and fees required to be paid to the Collateral Agent for the account of the Secured Lenders or Secured Lenders, unless the Collateral Agent shall have received written notice from the Secured Lenders or the Parent Company referring to this Agreement, describing such Event of Default and stating that such notice is a "notice of default." The Collateral Agent will notify the Secured Lenders of its receipt of any such notice. The Collateral Agent shall take such action with respect to any Event of Default as may be directed by the Secured Lenders; provided that unless and until the Collateral Agent has received any such direction, the Collateral Agent may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to such Event of Default as it shall deem advisable or in the best interest of the Secured Lenders.

25.6 CREDIT DECISION; DISCLOSURE OF INFORMATION BY COLLATERAL AGENT.

Each Secured Lender acknowledges that no Agent-Related Person has made any representation or warranty to it, and that no act by the Collateral Agent hereafter taken, including any consent to and acceptance of any assignment or review of the affairs of any Credit Party or any Affiliate thereof, shall be deemed to constitute any representation or warranty by any Agent-Related Person to the Secured Lenders as to any matter, including whether Agent-Related Persons have disclosed material information in their possession. Each Secured Lender represents to the Collateral Agent that it has, independently and without reliance upon the Collateral Agent or any Agent-Related Person and based on such documents and information as it has deemed appropriate, made its own appraisal of, and investigation into, the business, prospects, operations, property, financial and other condition and creditworthiness of the Credit Parties and their Subsidiaries, and all applicable bank or other regulatory Laws relating to the transactions contemplated hereby, and made its own decision to enter into this Agreement and to extend credit to the Parent Company hereunder. Each Secured Lender also represents that it will, independently and without reliance upon the Collateral Agent or any Agent-Related Person and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit analysis, appraisals and decisions in taking or not taking action under this Agreement and the other Transaction Agreements, and to make such investigations as it deems necessary to inform itself as to the business, prospects, operations, property, financial and other condition and creditworthiness of the Credit Parties. Except for notices, reports and other documents expressly required to be furnished to the Secured Lenders by the Collateral Agent herein, the Collateral Agent shall not have any duty or responsibility to provide the Secured Lenders with any credit or other information concerning the business, prospects, operations, property, financial and other condition or creditworthiness of any of the Credit Parties or any of their Affiliates which may come into the possession of any Agent-Related Person.

25.7 INDEMNIFICATION.

Whether or not the transactions contemplated hereby are consummated, each Secured Lender shall indemnify upon demand by each Agent-Related Person (to the extent not reimbursed by or on behalf of any Credit Party and without limiting the obligation of any Credit Party to do so) acting as the Collateral Agent, pro rata, and hold harmless each Agent-Related Person from and against any and all Indemnified Liabilities incurred by it; provided that no Secured Lender shall be liable for the payment to any Agent-Related Person of any portion of such Indemnified Liabilities resulting from such Agent-Related Person's own gross negligence or willful misconduct, as determined by the final non-appealable judgment of a court of competent jurisdiction; provided that no action taken in accordance with the directions of a Secured Lender shall be deemed to constitute gross negligence or willful misconduct for purposes of this Section 25.7. In the case of any investigation, litigation or proceeding giving rise to any Indemnified Liabilities, this Section 25.7 applies whether any such investigation, litigation or proceeding is brought by the Secured Lenders or any other Person. Without limitation of the foregoing, the Secured Lenders shall reimburse the Collateral Agent upon demand for its ratable share of any costs or out-of-pocket expenses (including attorney fees and costs) incurred by the Collateral Agent, as the case may be, in connection with the preparation, execution, delivery, administration, modification, amendment or enforcement (whether through negotiations, legal proceedings or otherwise) of, or legal advice in respect of rights or responsibilities under, this Agreement, any other Transaction Agreement, or any document contemplated by or referred to herein, to the extent that the Collateral Agent, as the case may be, is not reimbursed for such expenses by or on behalf of the Credit Parties and without limiting their obligation to do so. The undertaking in this Section 25.7 shall survive payment in full of the Obligations and the resignation of the Collateral Agent, as the case may be.

25.8 SUCCESSOR AGENTS.

The Collateral Agent may resign as the Collateral Agent upon thirty (30) days' notice to the Secured Lenders and the Parent Company. If the Collateral Agent resigns under this Agreement, the Requisite Secured Lenders shall appoint a successor agent, which successor agent shall be consented to by the Parent Company at all times other than during the existence of an Event of Default (which consent of the Parent Company shall not be unreasonably withheld or delayed). If no successor agent is appointed prior to the effective date of the resignation or removal of the Collateral Agent, the Collateral Agent may appoint, after consulting with the Secured Lenders, a successor agent from among the Secured Lenders, which appointment shall not require the consent of the Parent Company. Upon the acceptance of its appointment as successor agent hereunder, the Person acting as such successor agent shall succeed to all the rights, powers and duties of the retiring Collateral Agent and the term "Collateral Agent" shall mean such successor collateral agent, and the retiring Collateral Agent's appointment, powers and duties as the Collateral Agent shall be terminated. After the retiring Collateral Agent's resignation or removal hereunder as the Collateral Agent, the provisions of this 0 and the provisions of Article 8 and Article 17 shall inure to its benefit as to any actions taken or omitted to be taken by it while it was the Collateral Agent under this Agreement. If no successor agent has accepted appointment as the Collateral Agent by the date which is thirty (30) days following the retiring Collateral Agent's notice of resignation, the retiring Collateral Agent's resignation shall nevertheless thereupon become effective and the Gotham Lenders shall perform all of the duties of the Collateral Agent hereunder until such time, if any, as the Requisite Secured Lenders appoint a successor agent as provided for above. Upon the acceptance of any appointment as the Collateral Agent hereunder by a successor and upon the execution and filing or recording of such financing statements, or amendments thereto, and such other instruments or notices, as may be necessary or desirable, or as the Secured Lenders may request, in order to (a) continue the perfection of the Liens granted or purported to be granted by the Security Documents or (b) otherwise ensure that Section 4.20(n) is satisfied, the Collateral Agent shall thereupon succeed to and become vested with all the rights, powers, discretion, privileges, and duties of the retiring Collateral Agent, and the retiring Collateral Agent shall be discharged from its duties and obligations under the Transaction Agreements. After the retiring Collateral Agent's resignation hereunder as the Collateral Agent, the provisions of this Article 25.8 and Article 8 and Article 17 shall continue in effect for its benefit in respect of any actions taken or omitted to be taken by it while it was acting as the Collateral Agent.

25.9 COLLATERAL AGENT MAY FILE PROOFS OF CLAIM.

In case of the pendency of any receivership, insolvency, liquidation, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceeding relative to any Credit Party, the Collateral Agent (irrespective of whether any principal amount of the Obligation shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether the Collateral Agent shall have made any demand on the Parent Company) shall be (to the fullest extent permitted by mandatory provisions of applicable Law) entitled and empowered, by intervention in such proceeding or otherwise:

(a) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Secured Lenders and the Collateral Agent (including any claim for the reasonable compensation, expenses, disbursements and advances of the Secured Lenders and the Collateral Agent and their respective agents and counsel and all other amounts due to the Secured Lenders and the Collateral Agent under Article 8 and Article 17) allowed in such judicial proceeding; and

(b) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same; and any custodian, curator, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by the Secured Lenders to make such payments to the Collateral Agent and, in the event that the Collateral Agent shall consent to the making of such payments directly to the Secured Lenders, to pay to the Collateral Agent any amount due for the reasonable compensation, expenses, disbursements and advances of the Collateral Agent and its respective agents and counsel, and any other amounts due the Collateral Agent under Article 8 and Article 17.

Nothing contained herein shall be deemed to authorize the Collateral Agent to authorize or consent to or accept or adopt on behalf of the Secured Lenders any plan of reorganization, arrangement, adjustment or composition affecting the Obligations or the rights of the Secured Lenders or to authorize the Collateral Agent to vote in respect of the claim of the Secured Lenders in any such proceeding.

25.10 COLLATERAL AND GUARANTY MATTERS.

Each Secured Lender irrevocably agrees:

(a) That upon the request of the Parent Company, the Collateral Agent may release or subordinate any Lien on any property granted to or held by the Collateral Agent under any Transaction Agreement to the holder of any Lien on such property that is permitted hereunder pursuant to documents reasonably acceptable to the Collateral Agent; and

(b) The Collateral Agent may, without any further consent of such Secured Lender, enter into (i) any intercreditor or subordination agreement with the collateral agent or other representatives of holders of Indebtedness that is intended to be secured on a junior or pari passu basis with the Liens securing the Obligations, (ii) a intercreditor or subordination agreement with the collateral agent or other representatives of the holders of Indebtedness that is intended to be secured on a junior basis to the Liens securing the Obligations, in each case, where such Indebtedness is secured by Liens permitted hereunder and/or (iii) any other intercreditor or subordination agreement with the agent or other representatives of holders of Indebtedness of the Parent Company. The Collateral Agent may rely exclusively on a certificate of the chief executive officer or chief financial officer the Parent Company as to whether any such other Liens are permitted. Any such intercreditor or subordination agreement entered into by the Collateral Agent in accordance with the terms of this Agreement shall be binding on the Secured Lenders.

Upon request by the Collateral Agent at any time, the Secured Lenders will confirm in writing the Collateral Agent's authority to release or subordinate its interest in particular types or items of property, or to release any Subsidiary from its obligations under the Guaranty and Security Agreement pursuant to this Section 25.10. In each case as specified in this Section 25.10, the Collateral Agent will promptly upon the request of the Parent Company (and each Secured Lender irrevocably authorizes the Collateral Agent to), at the Parent Company's expense, execute and deliver to the applicable Credit Party such documents as the Parent Company may reasonably request to evidence the release or subordination of such item of Collateral from the assignment and security interest granted under the Security Documents, or to evidence the release of such Guarantor from its obligations under the Guaranty and Security Agreement, in each case in accordance with the terms of the Transaction Agreements and this Section 25.10 (and the Collateral Agent may rely conclusively on a certificate of the chief executive officer or chief financial officer of the Parent Company to that effect provided to it by any Credit Party upon its reasonable request without further inquiry). Any execution and delivery of documents pursuant to this Section 25.10 shall be without recourse to or warranty by the Collateral Agent.

25.11 WITHHOLDING TAX INDEMNITY.

To the extent required by any applicable Law, the Collateral Agent may deduct or withhold from any payment to any Secured Lender an amount equivalent to any applicable withholding Tax and any such withholding or deduction shall be subject to Section 8.2. If the Internal Revenue Service or any other authority of the United States or Canada or other jurisdiction asserts a claim that the Collateral Agent did not properly deduct withhold Tax from amounts paid to or for the account of such Secured Lender for any reason (including, without limitation, because the appropriate form was not delivered or not properly executed, or because such Secured Lender failed to notify the Collateral Agent of a change in circumstance that rendered the exemption from, or reduction of withholding Tax ineffective), such Secured Lender shall, within ten (10) days after written demand therefor, indemnify and hold harmless the Collateral Agent for all amounts paid, directly or indirectly, by the Collateral Agent as Taxes or otherwise, together with all expenses incurred, including legal expenses and any other out-of-pocket expenses, whether or not such Tax was correctly or legally imposed or asserted by the relevant Governmental Body. A certificate as to the amount of such payment or liability delivered to such Secured Lender by the Collateral Agent shall be conclusive absent manifest error. Each Secured Lender hereby authorizes the Collateral Agent to set off and apply any and all amounts at any time owing to such Secured Lender under this Agreement or any other Transaction Agreement against any amount due the Collateral Agent under this Section 25.11. The agreements in this Section 25.11 shall survive the resignation and/or replacement of the Collateral Agent, any assignment of rights by, or the replacement of, such Secured Lender and the repayment, satisfaction or discharge of all other Obligations.

ARTICLE 26
AMENDMENT AND RESTATEMENT

This Agreement amends, restates, supersedes and replaces the Original Agreement; provided, however, that the execution and delivery by the undersigned of this Agreement shall not, in any manner or circumstance, be deemed to be a payment of, a novation of or to have terminated, extinguished or discharged any of the undersigned's obligations evidenced by the Original Agreement, the Security Documents or any other certificate, instrument or agreement executed in connection therewith, except as provided for in the Plan of Arrangement (including without limitation the releases set out in Article 5 of the Plan of Arrangement), all of which obligations shall continue under and shall hereinafter be evidenced by and governed by this Agreement unless otherwise provided for in the Plan of Arrangement.

ARTICLE 27
ACKNOWLEDGEMENT REGARDING EXCLUDED LAWS

The parties hereto agree and acknowledge that no party makes, will make or shall be deemed to make or have made any representation or warranty of any kind regarding the compliance of this Agreement or any other Transaction Agreement with any Excluded Laws. No party hereto shall have any right of rescission or amendment arising out of or relating to any non-compliance with Excluded Laws unless such non-compliance also constitutes a violation of applicable state laws, rules or regulations, and no party shall seek to enforce the provisions hereof in federal court unless and until the parties have reasonably determined that the applicable state laws, rules and regulations are fully compliant with Excluded Laws.

ARTICLE 28
CONFIDENTIALITY

Each Credit Party, on the one hand, and each Secured Lender and Collateral Agent, on the other hand (a disclosing party being a "**Disclosing Party**", and a receiving party being a "**Receiving Party**"), agrees to maintain the confidentiality of all non-public information received from the other relating to such party or its business (the "**Information**"), except that Information may be disclosed by a Receiving Party:

(a) to its respective Affiliates and the directors, officers, employees, partners, agents, trustees, administrators, managers, advisors, and representatives of it and its Affiliates (collectively, "**Related Parties**") (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential);

(b) to the extent required or requested by any regulatory authority purporting to have jurisdiction over such Receiving Party or its Related Parties (including any self-regulatory authority);

(c) to the extent required by any Law or by any subpoena, court order, or similar legal process; provided that, unless specifically prohibited by applicable Law or court order, the Receiving Party shall use commercially reasonable efforts to (i) notify the Disclosing Party of any request by any Governmental Body or representative thereof (other than any such request in connection with an examination of the Secured Lenders by such Governmental Body) for disclosure of any such Information prior to disclosure of such Information, and (ii) cooperate with the Disclosing Party in its attempts to seek a protective order or to otherwise limit or restrict disclosure of its Information, at Disclosing Party's sole cost and expense, provided that, if Disclosing Party is unable to obtain a protective order or otherwise limit or restrict disclosure of its Information, the Receiving Party may disclose the relevant Information, but only to the extent legally required;

(d) in connection with the exercise of any remedies hereunder or under any other Transaction Agreement or any suit, action, or proceeding relating to this Agreement or any other Transaction Agreement or the enforcement of its rights hereunder or thereunder;

(e) subject to an agreement containing provisions substantially the same as those of this Article 28, to: (i) any actual or potential assignee, transferee, or participant in connection with the assignment or transfer by the Secured Lenders of any Secured Debentures or any participations therein, or (ii) any actual or prospective party (or its Related Parties) to any swap, derivative, or other transaction under which payments are to be made by reference to any Credit Party, any of their subsidiaries or any of their respective obligations, this Agreement or payments hereunder; provided that, any such potential assignee, transferee, participant, swap counterparty, or advisor is advised of, and agrees to be bound by, the provisions of this Article 28;

(f) with the consent of the Disclosing Party; or

(g) to the extent such Information: (i) becomes publicly available other than as a result of a breach of this Article 28, or (ii) is available to the Receiving Party on a non-confidential basis prior to disclosure by the Disclosing Party, (iii) becomes available to the Receiving Party or any of its Affiliates on a non-confidential basis from a source or third party other than the Disclosing Party, where such third party was not, to Receiving Party's knowledge, under an obligation of confidence with Disclosing Party at the time of such third party's disclosure to Receiving Party, or (iv) was independently developed by the Receiving Party or its Related Parties without using any Information of a Disclosing Party.

Any Person required to maintain the confidentiality of Information as provided in this Article 28 shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

[**Signature Page Follows**]

IN WITNESS WHEREOF, the parties have executed this Third Amended and Restated Secured Debenture Purchase Agreement as of the date first written.

PARENT COMPANY:

IANTHUS CAPITAL HOLDINGS, INC.

Per: (Signed) "*Robert Galvin*"
Name: Robert Galvin
Title: Interim Chief Executive Officer

ISSUER:

IANTHUS CAPITAL MANAGEMENT, LLC

Per: (Signed) "*Robert Galvin*"
Name: Robert Galvin
Title: Chief Executive Officer

[Signature page to Third Amended and Restated Secured Debenture Purchase Agreement]

OTHER CREDIT PARTIES:

BERGAMOT PROPERTIES, LLC

By: (Signed) "*Robert Galvin*"
Name: Robert Galvin
Its: Chief Executive Officer

CANNATECH MEDICINALS, INC.

By: (Signed) "*John Henderson*"
Name: John Henderson
Its: Chief Executive Officer

CGX LIFE SCIENCES INC.

By: (Signed) "*Robert Galvin*"
Name: Robert Galvin
Its: Chief Executive Officer

CITIVA MEDICAL LLC

By: (Signed) "*John Henderson*"
Name: John Henderson
Its: Senior Vice President

FALL RIVER DEVELOPMENT COMPANY, LLC

By: (Signed) "*Robert Galvin*"
Name: Robert Galvin
Its: Chief Executive Officer

FWR, INC.

By: (Signed) "*Shirley Patrick*"
Name: Shirley Patrick
Its: Director

GHHIA MANAGEMENT, INC.

By: (Signed) "*Robert Galvin*"
Name: Robert Galvin
Its: Chief Executive Officer

GRASSROOTS VERMONT MANAGEMENT SERVICES, LLC

By: (Signed) "*Robert Galvin*"
Name: Robert Galvin
Its: Chief Executive Officer

GREENMART OF NEVADA NLV, LLC

By: (Signed) "*Robert Galvin*"
Name: Robert Galvin
Its: Chief Executive Officer

GROWHEALTHY PROPERTIES, LLC

By: (Signed) "*Robert Galvin*"
Name: Robert Galvin
Its: Chief Executive Officer

IA CBD, LLC

By: (Signed) "*Robert Galvin*"
Name: Robert Galvin
Its: Chief Executive Officer

IANTHUS ARIZONA, LLC

By: (Signed) "*Robert Galvin*"
Name: Robert Galvin
Its: Chief Executive Officer

IANTHUS EMPIRE HOLDINGS, LLC

By: (Signed) "*Robert Galvin*"
Name: Robert Galvin
Its: Chief Executive Officer

IANTHUS HOLDINGS FLORIDA, LLC

By: (Signed) "*Robert Galvin*"
Name: Robert Galvin
Its: Chief Executive Officer

IANTHUS NEW JERSEY, LLC

By: (Signed) "*Robert Galvin*"
Name: Robert Galvin
Its: Chief Executive Officer

IMT, LLC

By: (Signed) "*John Henderson*"
Name: John Henderson
Its: Chief Executive Officer

MAYFLOWER MEDICINALS, INC.

By: (Signed) "*Robert Galvin*"
Name: Robert Galvin
Its: Chief Executive Officer

MCCRORY'S SUNNY HILL NURSERY, LLC

By: (Signed) "*Robert Galvin*"
Name: Robert Galvin
Its: Chief Executive Officer

MPX BIOCEUTICAL ULC

By: (Signed) "*Julius Kalcevich* "
Name: Julius Kalcevich
Its: Chief Financial Officer

MPX NEW JERSEY, LLC

By: (Signed) "*Robert Galvin*"
Name: Robert Galvin
Its: Chief Executive Officer

PILGRIM ROCK MANAGEMENT, LLC

By: (Signed) "*Robert Galvin*"
Name: Robert Galvin
Its: Chief Executive Officer

S8 MANAGEMENT, LLC

By: (Signed) "*Robert Galvin*"
Name: Robert Galvin
Its: Chief Executive Officer

S8 RENTAL SERVICES, LLC

By: (Signed) "*Robert Galvin*"
Name: Robert Galvin
Its: Chief Executive Officer

SCARLET GLOBEMALLOW, LLC

By: (Signed) "*Robert Galvin*"
Name: Robert Galvin
Its: Chief Executive Officer

[Signature page to Third Amended and Restated Secured Debenture Purchase Agreement]

SECURED LENDERS:

GOTHAM GREEN FUND 1, L.P.

By: Gotham Green GP 1, LLC, its general partner

By: _____
Name:
Its:

GOTHAM GREEN CREDIT PARTNERS SPV 1, L.P.

By: Gotham Green GP 1, LLC, its general partner

By: _____
Name:
Its:

GOTHAM GREEN FUND 1 (Q), L.P.

By: Gotham Green GP 1, LLC, its general partner

By: _____
Name:
Its:

GOTHAM GREEN PARTNERS SPV V, L.P.

By: Gotham Green SPV V GP, LLC, its general partner

By: _____
Name:
Its:

GOTHAM GREEN FUND II, L.P.

By: Gotham Green GP II, LLC, its general partner

By: _____
Name:
Its:

GOTHAM GREEN FUND II (Q), L.P.

By: Gotham Green GP II, LLC, its general partner

By: _____
Name:
Its:

SECURED LENDERS (CONTINUED):

[*]

By: _____
Name:
Its:

[*]

By: _____
Name:
Its:

[*]

By: _____
Name:
Its:

NEW LENDERS:

[*]

By: _____
Name:
Title:

[*]

By: _____
Name:
Title:

[Signature page to Third Amended and Restated Secured Debenture Purchase Agreement]

[*]

By: _____
Name:
Title:

[*]

By: _____
Name:
Title:

[Signature page to Third Amended and Restated Secured Debenture Purchase Agreement]

COLLATERAL AGENT:

GOTHAM GREEN ADMIN 1, LLC
a Delaware limited liability company

By: _____
Name:
Its:

[Signature page to Third Amended and Restated Secured Debenture Purchase Agreement]

SCHEDULES TO
THIRD AMENDED AND RESTATED
SECURED DEBENTURE PURCHASE AGREEMENT

The parties agree that the following schedules are the schedules to this Agreement as provided by the Credit Parties on and as of the date hereof and the Closing Date.

SCHEDULE 1.6

EXISTING CONSENTS

[*]

SCHEDULE 2.1

SECURED LENDER ALLOCATIONS

[*]

SCHEDULE 2.2

ADDITIONAL PRINCIPAL AMOUNT LENDER ALLOCATIONS

[*]

SCHEDULE 2.3

PURCHASE PRICE ALLOCATIONS

[*]

SCHEDULE 4.2

DISSOLVED CREDIT PARTIES

Immaterial Subsidiaries Dissolved in the Ordinary Couse of Business
Cing-X Corporation of America
H4L Management East, LLC
H4L Management North, LLC
S8 Industries, LLC
S8 Transportation, LLC
Tarmac Manufacturing, LLC
Tower Management Holdings, LLC

Immaterial Subsidiaries to be Dissolved
Pakalolo, LLC
GTL Holdings, LLC
Ambary, LLC
iA Northern Nevada, Inc.

SCHEDULE 4.3(A)

CAPITAL OF THE PARENT COMPANY

Common Shares	171,718,192
Stock Options	9,610,320
Warrants	17,954,602
Unsecured Convertible Debentures	10,135,130
Secured Convertible Debentures	46,458,275
Maryland Purchase Options	407,876
Fully Diluted Common Shares Outstanding	**256,284,395**

SCHEDULE 4.3(B)

OPTION TO PURCHASE COMMON SHARES OF THE PARENT COMPANY

On January 6, 2022, the Company's Board of Directors approved the terms of a Long-Term Incentive Program, pursuant to which, the Company will allocate to certain of its employees and executive officers restricted stock units and option awards up to, in the aggregate, 5.75% of the Company's fully diluted equity under the Company's Amended and Restated Omnibus Incentive Plan dated October 15, 2018 (the "LTIP Awards"). The LTIP Awards will be issued within ten (10) days following the Restructuring Closing.

SCHEDULE 4.4

SHAREHOLDER AGREEMENTS

None.

SCHEDULE 4.5

SUBSIDIARIES

iAnthus Capital Management, LLC
Grassroots Vermont Management Services, LLC
FWR, Inc.
Pilgrim Rock Management, LLC
Mayflower Medicinals, Inc.
iAnthus Empire Holdings, LLC
Citiva Medical, LLC
Scarlet Globemallow, LLC
Bergamot Properties, LLC
GHHIA Management, Inc.
iAnthus Holdings Florida, LLC
GrowHealthy Properties, LLC
McCrory's Sunny Hill Nursery, LLC
iAnthus New Jersey, LLC
MPX New Jersey LLC
iA CBD, LLC
MPX Bioceutical ULC
CGX Life Sciences, Inc.
Ambary, LLC
S8 Rental Services, LLC
S8 Management, LLC
iAnthus Arizona, LLC
GreenMart of Nevada NLV, LLC
Fall River Development Company, LLC
IMT, LLC
Cannatech Medicinals, Inc.

Immaterial Subsidiaries (not to be dissolved)
Citiva Maryland, LLC
Citiva Louisiana, LLC
iA IT, LLC
MPX Luxembourg SARL

[*]

SCHEDULE 4.9

COMPLIANCE WITH LAWS

The concepts of "medical cannabis" and "retail cannabis" do not exist under United States federal law. The United States Controlled Substances Act of 1970 ("CSA") classifies "marijuana" as a Schedule I drug. Under United States federal law, a Schedule I drug or substance has a high potential for abuse, no accepted medical use in the United States, and a lack of safety for the use of the drug under medical supervision. As such, cannabis-related practices or activities, including without limitation, the manufacture, importation, possession, use or distribution of cannabis remains illegal under United States federal law. Although the Parent Company believes its business activities are compliant with applicable United States state and local law, strict compliance with state and local laws with respect to cannabis may neither absolve the Parent Company of liability under United States federal law, nor may it provide a defense to any federal proceeding which may be brought against the Parent Company. Any such proceedings brought against the Parent Company may adversely affect the Parent Company's operations and financial performance.

SCHEDULE 4.9(M)

NOTICES OF DEFECT, DEFAULT, BREACH, VIOLATION OR CLAIM

[*]

SCHEDULE 4.10(A)

LITIGATION AND OTHER PROCEEDINGS

[*]

SCHEDULE 4.11(A)(I)

OWNED AND LEASED PROPERTY

State	City	Address	Zip Code	Operational Use	Owner or Lessee	Leased or Owned
Arizona						
Arizona	Mesa	[*]	[*]	Dispensary	iAnthus Arizona, LLC	Leased
Arizona	Mesa	[*]	[*]	Processing/Dispensary	iAnthus Arizona, LLC	Leased
Arizona	Mesa	[*]	[*]	Warehouse/Administrative	iAnthus Arizona, LLC	Leased
Arizona	Phoenix	[*]	[*]	Dispensary	iAnthus Arizona, LLC	Leased
Arizona	Phoenix	[*]	[*]	Cultivation/Processing	iAnthus Arizona, LLC	Leased
Arizona	Mesa	[*]	[*]	Parking Lot	iAnthus Arizona, LLC	Leased
Arizona	Mesa	[*]	[*]	Cultivation/Dispensary	S8 Rental Services, LLC	Owned
Arizona	Phoenix	[*]	[*]	Dispensary	S8 Management, LLC	Owned
Arizona	Mesa	[*]	[*]	Administrative	S8 Rental Services, LLC	Owned
Nevada						
Nevada	North Las Vegas	[*]	[*]	Cultivation/Processing	GreenMart of Nevada NLV, LLC	Leased
Nevada	Las Vegas	[*]	[*]	Dispensary	GreenMart of Nevada NLV, LLC	Leased
Colorado						
Colorado	Breckenridge	[*]	[*]	Dispensary	Bergamot Properties, LLC	Owned
Colorado	Denver	[*]	[*]	Cultivation/Processing	Bergamot Properties, LLC	Owned
Colorado	Denver	[*]	[*]	Cultivation/Processing	Bergamot Properties, LLC	Owned
Maryland						
Maryland	Bethesda	[*]	[*]	Dispensary	Budding Rose, LLC	Leased
Maryland	Gaithersburg	[*]	[*]	Processing	Rosebud Organics, LLC	Leased
Maryland	Baltimore	[*]	[*]	Dispensary	CGX Life Sciences, Inc.	Leased
Maryland	Nottingham	[*]	[*]	Dispensary	S8 Management, LLC	Leased
New Jersey						
New Jersey	Atlantic City	[*]	[*]	Dispensary	iAnthus New Jersey, LLC	Leased

New Jersey	Red Bank	[*]	[*]	Administrative (CBD for Life & Corporate)	iAnthus Capital Management, LLC	Leased
New Jersey	Pleasantville	[*]	[*]	Cultivation/Processing	iAnthus New Jersey, LLC	Leased
New Jersey	Red Bank	[*]	[*]	Administrative	iAnthus New Jersey, LLC	Leased
New Jersey	Pennsauken	[*]	[*]	Dispensary	iAnthus New Jersey, LLC	Leased
New Jersey	Gloucester	[*]	[*]	Dispensary	iAnthus New Jersey, LLC	Leased
Massachusetts						
Massachusetts	Fall River	[*]	[*]	Cultivation/Processing	Fall River Development Company, LLC	Owned
Massachusetts	Fall River	[*]	[*]	Dispensary	Fall River Development Company, LLC	Owned
Massachusetts	Allston	[*]	[*]	Dispensary	Mayflower Medicinals, Inc.	Leased
Massachusetts	Lowell	[*]	[*]	Dispensary	Pilgrim Rock Management, LLC	Leased
Massachusetts	Worcester	[*]	[*]	Dispensary	Pilgrim Rock Management, LLC	Leased
Massachusetts	Holliston	[*]	[*]	Cultivation/Processing	Mayflower Medicinals, Inc.	Leased
Florida						
Florida	Tampa	[*]	[*]	Dispensary	McCrory's Sunny Hill Nursery, LLC	Leased
Florida	West Palm Beach	[*]	[*]	Dispensary	McCrory's Sunny Hill Nursery, LLC	Leased
Florida	Deerfield Beach	[*]	[*]	Dispensary	McCrory's Sunny Hill Nursery, LLC	Leased
Florida	Brandon	[*]	[*]	Dispensary	McCrory's Sunny Hill Nursery, LLC	Leased
Florida	Sarasota	[*]	[*]	Dispensary	McCrory's Sunny Hill Nursery, LLC	Leased
Florida	Oakland Park	[*]	[*]	Dispensary	McCrory's Sunny Hill Nursery, LLC	Leased
Florida	Bonita Springs	[*]	[*]	Dispensary	McCrory's Sunny Hill Nursery, LLC	Leased
Florida	Cape Coral	[*]	[*]	Dispensary	McCrory's Sunny Hill Nursery, LLC	Leased

Florida	Orlando	[*]	[*]	Dispensary	McCrory's Sunny Hill Nursery, LLC	Leased
Florida	Tallahassee	[*]	[*]	Dispensary	McCrory's Sunny Hill Nursery, LLC	Leased
Florida	Lakeland	[*]	[*]	Dispensary	McCrory's Sunny Hill Nursery, LLC	Leased
Florida	Lake Worth	[*]	[*]	Dispensary	McCrory's Sunny Hill Nursery, LLC	Leased
Florida	Daytona Beach	[*]	[*]	Dispensary	McCrory's Sunny Hill Nursery, LLC	Leased
Florida	Gainesville	[*]	[*]	Dispensary	McCrory's Sunny Hill Nursery, LLC	Leased
Florida	Stuart	[*]	[*]	Dispensary	McCrory's Sunny Hill Nursery, LLC	Leased
Florida	Ocala	[*]	[*]	Dispensary	McCrory's Sunny Hill Nursery, LLC	Leased
Florida	North Palm Beach	[*]	[*]	Dispensary	McCrory's Sunny Hill Nursery, LLC	Leased
Florida	Largo	[*]	[*]	Dispensary	McCrory's Sunny Hill Nursery, LLC	Leased
Florida	North Miami	[*]	[*]	Dispensary	McCrory's Sunny Hill Nursery, LLC	Leased
Florida	Jacksonville	[*]	[*]	Dispensary	McCrory's Sunny Hill Nursery, LLC	Leased
Florida	Pensacola	[*]	[*]	Dispensary	McCrory's Sunny Hill Nursery, LLC	Leased
Florida	Orlando	[*]	[*]	Dispensary	McCrory's Sunny Hill Nursery, LLC	Leased
Florida	Palm Harbor	[*]	[*]	Dispensary	McCrory's Sunny Hill Nursery, LLC	Leased
Florida	Lake Wales	[*]	[*]	Cultivation	GrowHealthy Properties, LLC	Owned
Florida	West Palm Beach	[*]	[*]	Administrative	McCrory's Sunny Hill Nursery, LLC	Leased
Florida	North Port	[*]	[*]	Dispensary	McCrory's Sunny Hill Nursery, LLC	Leased
Vermont						
Vermont	Brandon	[*]	[*]	Cultivation/Dispensary	FWR, Inc.	Leased
New York						
New York	Wappingers Falls	[*]	[*]	Dispensary	iAnthus Empire Holdings, LLC	Leased

New York	Brooklyn	[*]	[*]	Dispensary	iAnthus Empire Holdings, LLC	Leased
New York	Brooklyn	[*]	[*]	Dispensary	iAnthus Empire Holdings, LLC	Leased
New York	Brooklyn	[*]	[*]	Dispensary	iAnthus Empire Holdings, LLC	Leased
New York	Staten Island	[*]	[*]	Dispensary	iAnthus Empire Holdings, LLC	Leased
New York	New York	[*]	[*]	Administrative	iAnthus Capital Management, LLC	Leased
New York	New York	[*]	[*]	Administrative	iAnthus Capital Management, LLC	Leased
New York	Warwick	[*]	[*]	Cultivation	iAnthus Empire Holdings, Inc.	Owned
California						
California	San Diego	[*]	[*]	Administrative	iAnthus Capital Management, Inc.	Leased
Canada						
Ontario	Toronto	[*]	[*]	Administrative	iAnthus Capital Holdings, Inc.	Leased

SCHEDULE 4.11(A)(II)

CLAIMS RESTRICTING USE OR TRANSFER OF PROPERTY OR ASSETS

[*]

SCHEDULE 4.11(C)

MATERIAL AGREEMENTS OF CREDIT PARTIES

Name of Lender	Original Principal Amount/Principal Outstanding	Maturity Date
[*]	[*]	[*]
[*]	[*]	[*]
[*]	[*]	[*]
[*]	[*]	[*]
[*]	[*]	[*]
[*]	[*]	[*]
[*]	[*]	[*]
[*]	[*]	[*]
[*]	[*]	[*]
[*]	[*]	[*]
[*]	[*]	[*]
[*]	[*]	[*]

[*]

Master Services and Management Agreements

Agreement	Party #1	Party #2
Equipment Lease	Scarlet Globemallow, LLC	Bellflower, LLC
Financing, Leasing, Licensing and Services Agreement	iAnthus New Jersey, LLC	MPX New Jersey, LLC
Amended and Restated Management Services Agreement	ABACA, Inc.	iAnthus Arizona, LLC
Management Services Agreement	Health for Life, Inc.	iAnthus Arizona, LLC
Management Services Agreement	The Healing Center Wellness Center, LLC	iAnthus Arizona, LLC
Management Services Agreement	Soothing Options, Inc.	iAnthus Arizona, LLC
Management Services Agreement	Budding Rose, Inc.	S8 Management, LLC
Management Services Agreement	GreenMart of Maryland, LLC	S8 Management, LLC
Management Services Agreement	LMS Wellness, Benefit LLC	S8 Management, LLC
Management Services Agreement	Rosebud Organics, Inc.	S8 Management, LLC
Management Services Agreement	IMT, LLC	Cannatech Medicinals Inc.
Management Agreement	McCrory's Sunny Hill Nursery, LLC	GHHIA Management, Inc.
Services Agreement	Pilgrim Rock Management, LLC	Mayflower Medicinals Inc.
Services Agreement	Grassroots Vermont Management Services, LLC	FWR, Inc.
Cash Management Services Agreement	ABACA, Inc.	S8 Rental Services, LLC
Cash Management Services Agreement	Health for Life, Inc.	S8 Rental Services, LLC
Cash Management Services Agreement	The Healing Center Wellness Center, Inc.	S8 Rental Services, LLC
Cash Management Services Agreement	Soothing Options, Inc.	S8 Rental Services, LLC

SCHEDULE 4.11(K)

SUBLEASES AND LEASE DEFAULTS

Lease Defaults

None.

Subleases

Owner/Lessee Credit Party	Property Address	Subtenant
S8 Rental Services, LLC	[*]	[*]
S8 Rental Services, LLC	[*]	[*]
Pilgrim Rock Management, LLC	[*]	[*]
Pilgrim Rock Management, LLC	[*]	[*]
iAnthus New Jersey, LLC	[*]	[*]
iAnthus Empire Holdings, LLC	[*]	[*]
iAnthus Capital Management, LLC	[*]	[*]
iAnthus Capital Management, LLC	[*]	[*]
iAnthus New Jersey, LLC	[*]	[*]
Fall River Development Company, LLC	[*]	[*]
Fall River Development Company, LLC	[*]	[*]

SCHEDULE 4.16

FINANCIAL, TAX AND DISCLOSURE MATTERS

[*]

SCHEDULE 4.20(R)

PERMITTED LIENS

[*]

SCHEDULE 4.20(S)

EXISTING INDEBTEDNESS

[*]

SCHEDULE 4.20(T)

INVESTMENTS

[*]

SCHEDULE 4.20(U)

TRANSACTIONS WITH AFFILIATES

Intercompany Loans

[*]

Management and Services Agreements

1. Amended and Restated Management Services Agreement, dated January 1, 2020, between iAnthus Arizona, LLC as management company, and ABACA, Inc., as license holder.
2. Management Services Agreement, dated January 1, 2020, between iAnthus Arizona, LLC as management company, and Health for Life, Inc., as license holder.
3. Management Services Agreement, dated January 1, 2020, between iAnthus Arizona, LLC as management company, and The Healing Center Wellness Center, LLC, as license holder.
4. Management Services Agreement, dated January 1, 2020 between iAnthus Arizona, LLC as management company, and Soothing Options, Inc., as license holder.
5. Management Services Agreement, dated January, 2016, between CJD, LLC (now known as IMT, LLC) as management company, and Cannatech Medicinals, Inc., as license holder.
6. Management Services Agreement, dated January 5, 2018 and amended March 12, 2018, between S8 Management, LLC as management company, and Budding Rose, Inc., as license holder.
7. Management Services Agreement, dated January 5, 2018 and amended March 12, 2018, between S8 Management, LLC as management company, and GreenMart of Maryland, LLC, as license holder.
8. Management Services Agreement, dated January 5, 2018 and amended March 12, 2018, between S8 Management, LLC as management company, and LMS Wellness, Benefit LLC, as license holder.
9. Management Services Agreement, dated January 5, 2018 and amended March 12, 2018, between S8 Management, LLC as management company, and Rosebud Organics, Inc., as license holder.
10. Financing, Leasing, Licensing, and Services Agreement, dated August 27, 2019, between iAnthus New Jersey, LLC as management company and MPX New Jersey LLC as license holder.
11. Cash Management Services Agreement between S8 Rental Services, LLC and ABACA, Inc.
12. Cash Management Services Agreement between S8 Rental Services, LLC and Health for Life, Inc.
13. Cash Management Services Agreement between S8 Rental Services, LLC and Soothing Options, Inc.
14. Cash Management Services Agreement between S8 Rental Services, LLC and The Healing Center Wellness Center, Inc.
15. Management Services Agreement between McCrory’s Sunny Hill Nursery, LLC and GHHIA Management, Inc.
16. Services Agreement between Mayflower Medicinals, Inc. and Pilgrim Rock Management, LLC
17. Services Agreement between FWR, Inc. and Grassroots Vermont Management Services, LLC

SCHEDULE 4.20(V)

PERMITTED SUBSIDIARY CHANGE OF CONTROL TRANSACTIONS

[*]

SCHEDULE 4.20(X)

USE OF PROCEEDS

[*]

SCHEDULE 4.20(DD)

PERMITTED ASSET DISPOSITION

[*]

SCHEDULE 4.20(EE)

POST-CLOSING COVENANTS

1. No later than 30 days after the Closing Date, the Secured Lenders shall have received from counsel for FWR, Inc., Grassroots Vermont Management Services, LLC, GreenMart of Nevada NLV, LLC, and CGX Life Sciences Inc. an opinion, in form and substance satisfactory to the Collateral Agent, acting reasonably, including opinions with respect to such Credit Parties in respect of corporate matters, authorization, due execution, perfection and other matters reasonably requested by the Collateral Agent.

2. No later than 5 Business Days after the Closing Date, the Secured Lenders shall have received (a) from FWR, Inc. an officers certificate, authorizing resolutions and incumbency certificate for FWR, Inc. in form and substance satisfactory to the Collateral Agent, and (b) from counsel for FWR, Inc., an opinion, in form and substance satisfactory to the Collateral Agent, acting reasonably, including opinions with respect to FWR in respect of enforceability and other matters reasonably requested by the Collateral Agent.

SCHEDULE 17

DEFERRED PROFESSIONAL FEES

[*]

SCHEDULE 18

NOTICE INFORMATION

(a) To the Parent Company, the Issuer, or any other Credit Party:

c/o iAnthus Capital Holdings, Inc.
420 Lexington Avenue, Suite 414
New York, NY 10170
USA

Attention: Chief Financial Officer
E-mail: [*]

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

McMillan LLP
Suite 1500, 1055 West Georgia Street
Vancouver, BC V6E 4N7
Canada

Attention: James Munro
Email: james.munro@mcmillan.ca

(b) To the Gotham Lenders or the Collateral Agent:

c/o Gotham Green Partners, LLC
1437 4th Street, Suite 200,
Santa Monica, CA
90401

Attention: [*]
Email: [*]

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

Honigman LLP
2290 First National Building
660 Woodward Avenue
Detroit, MI 48226-3506
USA

Attention: Michael D. DuBay
Clara Seymour

E-mail: mdubay@honigman.com
cseymour@honigman.com

– and –

SkyLaw Professional Corporation
Suite 204, 3 Bridgman Avenue
Toronto, ON M5R 3V4
Canada

Attention: Kevin West
Email: kevin.west@skylaw.ca

(c) To the Secured Lenders generally:

(i) to the Gotham Lenders, and

(ii) to the following:

[*]

Attention: [*]
Email: [*]

– and –

[*]

Attention: [*]
Email: [*]

– and –

[*]

with a copy (which shall not be deemed notice) to:

Cassels Brock & Blackwell LLP
Suite 2100, 40 King Street West
Scotia Plaza
Toronto, Ontario M5H 3C2

Attention: Ryan Jacobs and Jeff Roy

Email: rjacobs@cassels.com
jroy@cassels.com

– and –

[*]

with a copy (which shall not be deemed notice) to:

Cassels Brock & Blackwell LLP
Suite 2100, 40 King Street West
Scotia Plaza
Toronto, Ontario M5H 3C2

Attention: Ryan Jacobs and Jeff Roy

Email: rjacobs@cassels.com
jroy@cassels.com

– and –

[*]

Attention: General Counsel

with a copy (which shall not be deemed notice) to:

Stikeman Elliott LLP
Suite 5300 Commerce Court West
199 Bay Street
Toronto, Ontario M5L 1B9

Attention: Brian M. Pukier and Ashley Taylor

Email: bpukier@stikeman.com
ataylor@stikeman.com

EXHIBIT "A"

FORM OF SECURED DEBENTURE CERTIFICATE

See Exhibit 10.3.

[*] Certain information in this document has been omitted from this exhibit because it is both (i) not material and (ii) is the type that the Registrant treats as private or confidential.

UNSECURED DEBENTURE AGREEMENT

THIS UNSECURED DEBENTURE AGREEMENT is made as of June 24, 2022, by and among iAnthus Capital Holdings, Inc., a corporation incorporated under the laws of the Province of British Columbia (the "**Parent Company**"), as guarantor, iAnthus Capital Management, LLC, a Delaware limited liability company (the "**Issuer**"), and the holders of the Unsecured Debentures (the "**Unsecured Lenders**") party hereto.

WHEREAS on July 10, 2020, the Parent Company, the Issuer and certain of the Unsecured Lenders, among others, entered into the Restructuring Support Agreement to effect a proposed recapitalization transaction by way of the Plan of Arrangement, as approved by final order of the Supreme Court of British Columbia on October 5, 2020 in *In the matter of Part 9, Division 5, Section 291 of the Business Corporations Act S.B.C. 2002, c. 57, as amended and in the matter of a proposed arrangement of iAnthus Capital Holdings, Inc. and iAnthus Capital Management, LLC, and involving S8 Rental Services, LLC, MPX Bioceutical ULC, Bergamot Properties, LLC, iAnthus Holdings Florida, LLC, Growhealthy Properties, LLC, Fall River Development Company, LLC, CGX Life Sciences Inc., GTL Holdings, LLC, iAnthus Empire Holdings, LLC, Ambary, LLC, Pakalolo, LLC, iAnthus Arizona, LLC, S8 Management, LLC, Scarlet Globemallow, LLC, GHHIA Management, Inc., McCrory's Sunny Hill Nursery, LLC, IA IT, LLC, Pilgrim Rock Management , LLC, Mayflower Medicinals, Inc., IMT, LLC, Greenmart of Nevada NLV, LLC, iAnthus New Jersey, LLC, IA CBD, LLC, Citiva Medical, LLC, Grassroots Vermont Management Services, LLC and FWR, Inc.* (the "**Final Order**"), pursuant to which the following transactions will take place with effect as of the Closing Date:

(a) this Agreement and the other Transaction Agreements will become effective (or continue in effect, as the case may be);

(b) a certain amount of the aggregate outstanding principal amount of each Secured Lender's existing 13.0% secured debentures (including the Interim Financing Secured Notes as defined in the Plan of Arrangement) (plus all accrued and unpaid interest on such principal amount) will be forgiven, settled and extinguished, and the Remaining Secured Notes (as defined in the Plan of Arrangement) will be exchanged for:

(i) Secured Debentures in an aggregate principal amount equal to $99,736,842.05 (the **"Initial Secured Principal Amount"**),

(ii) Unsecured Debentures in an aggregate principal amount equal to $4,999,999.96, and

(iii) Common Shares representing 48.625% of the issued and outstanding Common Shares as of the Closing Date (prior to the issuance of Common Shares pursuant to the Parent Company's emergence incentive plan);

(c) all existing options and warrants to purchase Common Shares, including certain debenture warrants and exchange warrants previously issued to the Secured Lenders, the warrants previously issued to the Unsecured Lenders in connection with the Existing Unsecured Debentures and all other Affected Equity (as defined in the Plan of Arrangement), will be cancelled and extinguished for no consideration;

(d) a certain amount of the aggregate $60,000,000 principal amount of 8.0% unsecured debentures of the Parent Company (the "**Existing Unsecured Debentures**") (plus all accrued and unpaid interest on such principal amount) will be forgiven, settled and extinguished, and the Remaining Unsecured Debentures (as defined in the Plan of Arrangement) will be exchanged for:

(iv) Unsecured Debentures in an aggregate principal amount equal to $15,000,000, and

(v) Common Shares representing 48.625% of the issued and outstanding Common Shares as of the Closing Date (prior to the issuance of Common Shares pursuant to the Parent Company's emergence incentive plan);

WHEREAS the Secured Debentures will carry an 8%payment-in-kind annual interest rate (compounding quarterly), will be non-convertible and will mature five years after the Closing Date and will be issued pursuant to the terms of a Third Amended and Restated Secured Debenture Purchase Agreement dated the Closing Date (the "**Secured Debenture Purchase Agreement**");

WHEREAS the Unsecured Debentures will be unsecured and subordinate to the Secured Debentures and will carry an 8% payment-in-kind annual interest rate (compounding quarterly), will benon-convertible and will mature five years after the Closing Date;

WHEREAS the parties hereto have agreed to enter into this Agreement to provide for the issuance of the Unsecured Debentures as contemplated by the Plan of Arrangement and Final Order;

NOW THEREFORE THIS AGREEMENT WITNESSES THAT, in consideration of the premises, the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1
INTERPRETATION

1.1 DEFINITIONS

For the purposes of this Agreement, except as otherwise expressly provided herein, the following words and phrases will have the following meanings:

(a) "**Additional Secured Principal Amount**" means the aggregate principal amount of $25,000,000;

(b) "**Affiliate**" means, with respect to any Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified; provided that, for the avoidance of doubt, the Unsecured Lenders and their Affiliates shall not be considered Affiliates of the Parent Company or any of its subsidiaries. "Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise, "Controlling" and "Controlled" have meanings correlative thereto;

(c) "**Agreement**" means this agreement, including the Schedules to this agreement, as it or they may be amended or supplemented from time to time, and all instruments supplementing or amending or confirming this agreement and references to "**Article**", "**Exhibit**", "**Section**" or "**Schedule**" mean the specified article, exhibit, section or schedule of this agreement;

(d) "**Articles**" means the notice of articles of the Parent Company dated November 15, 2013 as amended on August 4, 2016, as the same may be further amended, replaced, restated or otherwise modified from time to time;

(e) "**Business**" means the business carried on by the Parent Company (including the business of each of its subsidiaries) from time to time as described in the Parent Company's public filings made under the Parent Company's issuer profile on SEDAR or EDGAR;

(f) "**Business Day**" means any day except Saturday, Sunday or any day on which banks are generally not open for business in the City of Vancouver, British Columbia, City of Toronto, Ontario or New York, New York;

(g) "**Canadian Pension Plan**" means a "registered pension plan", as such term is defined in subsection 248(1) of the Income Tax Act, or is subject to the funding requirements of applicable pension benefits legislation in any Canadian jurisdiction and which is or was sponsored, administered or contributed to, or required to be contributed to, by any Credit Party or any subsidiary of any Credit Party or under which any Credit Party or any subsidiary of any Credit Party has or may incur any actual or contingent liability, and for the avoidance of doubt, a "Canadian Pension Plan" shall not include a Pension Plan;

(h) "**Canadian Securities Laws**" means, collectively, all applicable securities laws of each of the Qualifying Provinces and the respective rules and regulations under such laws together with applicable published policy statements, blanket orders, instruments and notices of the Securities Commissions and all discretionary orders or rulings, if any, of the Securities Commissions made in connection with the transactions contemplated by this Agreement;

(i) "**Change of Control Transaction**" means

(i) an event as a result of or following which any Person, or group of Persons "acting jointly or in concert" within the meaning of Canadian Securities Laws beneficially owns or exercises control or direction over an aggregate of more than 50% of the then outstanding Common Shares,

(ii) an event as a result of or following which the Issuer or any Subsidiary is not wholly owned (if wholly owned as of the date hereof), directly or indirectly, by the Parent Company,

(iii) the sale or other transfer of all or substantially all of the consolidated assets of the Parent Company, or a sale, transfer, conveyance or lease of all or any substantial part of the assets of any Subsidiary, or the sale or assignment, with or without recourse, of any of its receivables, or

(iv) a sale, merger, reorganization or other similar transaction or series of transactions involving the Parent Company unless the previous holders of the Common Shares hold at least 50% of the voting shares of such merged, reorganized or other continuing entity,

provided, however, that a Change of Control Transaction shall not include the transactions contemplated by the Plan of Arrangement;

(j) "**Closing**" means completion of the transactions contemplated by this Agreement in accordance with Article 2 of this Agreement and occurring on the Closing Date;

(k) "**Closing Date**" means the "Effective Date" as defined in the Plan of Arrangement;

(l) "**Closing Time**" means the "Effective Time" as defined in the Plan of Arrangement, or such other time on the Closing Date as the parties may agree;

(m) "**Collateral Agent**" has the meaning given to it in the Secured Debenture Purchase Agreement;

(n) "**Common Shares**" means the fully paid and non-assessable common shares in the share capital of the Parent Company, as constituted from time to time;

(o) "**Controlled Group**" means all members of a controlled group of corporations and all members of a controlled group of trades or businesses (whether or not incorporated) under common control and all members of an affiliated service group which, together with a Credit Party, are treated as a single employer under Section 414 of the U.S. Tax Code or Section 4001 of ERISA;

(p) "**Court**" means the Supreme Court of British Columbia;

(q) "**Credit Parties**" means, collectively, the Parent Company and the Issuer, and each is a "**Credit Party**";

(r) "**CSE**" means the Canadian Securities Exchange;

(s) "**Debtor Relief Laws**" means the Bankruptcy Reform Act of 1996 as amended or any Canadian counterpart, *Bankruptcy and Insolvency Act* (Canada), the *Companies' Creditors Arrangement Act* (Canada), the *Winding-Up and Restructuring Act* (Canada), the Bankruptcy Code of the United States, the *Canada Business Corporations Act* or the arrangement or reorganization provisions of any other comparable Canadian provincial or territorial legislation, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, preference, arrangement, rearrangement, receivership, insolvency, reorganization or similar debtor relief Laws of the United States or other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally;

(t) "**Disclosure Documents**" has the meaning given to it in Section 4.16(a);

(u) "**EDGAR**" means the Electronic Data Gathering, Analysis, and Retrieval System as found at www.sec.gov/edgar

(v) "**Environment**" means indoor air, ambient air, surface water, groundwater, drinking water, land surface, subsurface strata and natural resources such as wetlands, flora and fauna;

(w) "**Environmental Laws**" means any applicable Law relating to pollution, protection of the Environment and natural resources, pollutants, contaminants, or chemicals or any toxic or otherwise hazardous substances, wastes or materials, or the protection of human health and safety as it relates to any of the foregoing, including any applicable provisions of the United States *Comprehensive Environmental Response, Compensation and Liability Act of 1980*, as amended;

(x) "**Environmental Liability**" means any liability, contingent or otherwise (including any liability for damages, costs of investigation and remediation, fines, penalties or indemnities), of or relating to the Credit Parties (or any one or more of them) or any subsidiary of any Credit Party directly or indirectly resulting from or based upon (a) violation of, or liability under or relating to, any Environmental Law, (b) the generation, use, handling, transportation, storage, treatment or disposal of any Hazardous Materials, (c) exposure to any Hazardous Materials, (d) the actual or alleged presence, Release or threatened Release of any Hazardous Materials or (e) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing;

(y) "**Environmental Permit**" means any permit, approval, identification number, license or other authorization required under any Environmental Law;

(z) "**Equity Interest**" means shares of capital stock, partnership interests, membership interests in a limited liability company, beneficial interests in a trust or other equity ownership interests in a Person, or any warranty, options or other rights to acquire such interests;

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

(bb) "**Event of Default**" has the meaning given to it in Section 6.1;

(cc) "**Excluded Laws**" has the meaning given to it in the definition of "Laws";

(dd) "**Existing Unsecured Debentures**" has the meaning given to it in the recitals;

(ee) "**Final Order**" has the meaning given to it in the recitals;

(ff) "**Financial Statements**" has the meaning given to it in Section 4.16(a);

(gg) "**GAAP**" means generally accepted accounting principles set forth from time to time in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board (or agencies with similar functions of comparable stature and authority within the accounting profession), which are applicable to the circumstances as of the date of determination, and consistently applied;

(hh) "**Governmental Body**" means any government, parliament, legislature, regulatory authority, agency, commission, board or court or other law, rule, or regulation-making entity having or purporting to have jurisdiction on behalf of any nation or state or province or other subdivision thereof including any municipality or district;

(ii) "**Guaranteed Obligations**" has the meaning given to it in Section 8.1;

(jj) "**Hazardous Materials**" means all materials, pollutants, contaminants, chemicals, compounds, constituents, substances or wastes, including petroleum or petroleum distillates, asbestos or asbestos-containing materials, polychlorinated biphenyls, lead, radon gas, pesticides, fungicides, fertilizers, or toxic mold that are regulated pursuant to, or which could give rise to liability under, applicable Environmental Law;

(kk) "**IFRS**" means the international financial reporting standards adopted by the International Accounting Standards Board;

(ll) "**Immaterial Subsidiary**" means any subsidiary of the Parent Company that (a) did not, as of the last day of the fiscal quarter of the Parent Company most recently ended, have assets with a value in excess of one percent (1%) of the assets of the Parent Company and its subsidiaries on a consolidated basis or revenues representing in excess of one percent (1%) of total revenues of the Parent Company and its subsidiaries on a consolidated basis as of such date and (b) taken together with all Persons determined to be Immaterial Subsidiaries in the foregoing clause (a) as of the last day of the fiscal quarter of the Parent Company most recently ended, did not have assets with a value in excess of five percent (5%) of the assets of the Parent Company and its subsidiaries on a consolidated basis or revenues representing in excess of five percent (5%) of total revenues of the Parent Company and its subsidiaries on a consolidated basis as of such date. The Immaterial Subsidiaries in existence on the Closing Date are set forth on Schedule 4.5;

(mm) "**Income Tax Act**" means the *Income Tax Act* (Canada), as amended from time to time;

(nn) "**Indebtedness**" means, as to any Person at a particular time, without duplication, all of the following: (i) all obligations of such Person for borrowed money and all obligations of such Person evidenced by bonds, debentures, notes, loan agreements or other similar instruments; (ii) the maximum amount (after giving effect to any prior drawings or reductions which may have been reimbursed) of all outstanding letters of credit (including standby and commercial), bankers' acceptances, bank guaranties, and similar instruments issued or created by or for the account of such Person; (iii) net obligations of such Person under any swap contract; (iv) all obligations of such Person to pay the deferred purchase price of property or services (other than (1) trade accounts and accrued expenses payable in the ordinary course of business, including amounts that are over 90 days past due of up to $1,000,000.00 (excluding fees and expenses of Company Advisors (as defined in the Plan of Arrangement) in connection with the Recapitalization Transaction or other advisors of the Credit Parties in connection with matters disclosed on Schedules 4.9(m) and 4.10(a) hereof, Deferred Professional Fees (as defined in the Secured Debenture Purchase Agreement), accrued and unpaid interest thereon and any other fees and expenses provided for under Article 17 of this Agreement and the Secured Debenture Purchase Agreement) in the aggregate at any given time, (2) any earn-out obligation until such obligation becomes a liability on the balance sheet of such Person in accordance with GAAP and (3) accruals for payroll and other liabilities accrued in the ordinary course); (v) indebtedness (excluding prepaid interest thereon) secured by a Lien on property owned or being purchased by such Person (including indebtedness arising under conditional sales or other title retention agreements and mortgage, industrial revenue bond, industrial development bond and similar financings), whether or not such indebtedness shall have been assumed by such Person or is limited in recourse; (vi) capital lease obligations that would appear on a balance sheet of such Person prepared as of such date in accordance with GAAP, except for ASC 842 leases; and (vii) to the extent not otherwise included above, all guarantees and other contingent obligations of such Person, but excluding endorsements for collection or deposit and customary and reasonable indemnity obligations entered into in the ordinary course of business;

(oo) "**Indemnified Liabilities**" has the meaning given to it in Section 9.1(a);

(pp) "**Indemnified Parties**" has the meaning given to it in Section 9.1(a);

(qq) "**Initial Principal Amount**" means the aggregate principal amount of the Unsecured Debentures as of the Closing Date, being $19,999,999.96;

(rr) "**Intellectual Property**" means all trade or brand names, business names, trademarks, service marks, copyrights, patents, patent rights, licenses, industrial designs, know-how (including trade secrets and other unpatented or patentable proprietary or confidential information, systems or procedures), computer software, inventions, designs and other industrial or intellectual property of any nature whatsoever;

(ss) "**Investments**" means each of the investments, loans, management services agreements, real estate holdings and Intellectual Property of the Parent Company disclosed in filings on SEDAR or EDGAR pursuant to which the Parent Company conducts its operations;

(tt) "**Investor Rights Agreement**" means that certain investor rights agreement dated as of the Closing Date, by and among the Parent Company, the Issuer and the "Investors" party thereto (as such term is defined therein), as amended, restated, supplemented or otherwise modified from time to time;

(uu) "**Issuer**" has the meaning given to it in the preamble;

(vv) "**Laws**" means all laws, statutes, codes, ordinances, decrees, rules, regulations, municipal by-laws, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, rulings or awards, policies, voluntary restraints, guidelines of any Governmental Body, or any provisions of the foregoing, including general principles of common and civil law and equity, binding on or affecting the Person referred to in the context in which such word is used, whether applicable in Canada or the United States or any other jurisdiction; and "**Law**" means any one of them. Notwithstanding the foregoing, the definition of Laws excludes any U.S. federal laws, Canadian federal, provincial or territorial laws, statutes, codes, ordinances, decrees, rules, regulations which apply to the production, trafficking, distribution, processing, extraction, sale, or any transactions promoting the business or involving the proceeds of marijuana (cannabis) and related substances (collectively, the "**Excluded Laws**"); provided, however, that Excluded Laws shall not include any provision of the U.S. Tax Code, including, without limitation, Section 280E of the U.S. Tax Code;

(ww) "**Leased Premises**" has the meaning given to it in Section 4.11(k);

(xx) "**Licenses**" has the meaning given to it in Section 4.9(l) and "**License**" means any of them;

(yy) "**Lien**" means any mortgage, charge, pledge, hypothecation, security interest, assignment, lien (statutory or otherwise), charge, title retention agreement or arrangement, restrictive covenant or other encumbrance of any nature, or any other arrangement or condition which, in substance, secures payment or performance of an obligation;

(zz) "**Loss**" has the meaning given to it in Section 9.1(a);

(aaa) "**Material Adverse Effect**" means any change, effect, event, situation or condition that is materially adverse to the business, results or operations, properties or financial condition of the Parent Company and its subsidiaries taken as a whole; provided, however, that in determining whether there has been a "Material Adverse Effect", any adverse effect attributable to the following shall be disregarded: (a) events, changes, developments, conditions or circumstances in worldwide, national or local conditions or circumstances (political, economic, regulatory or otherwise) that adversely affect the Parent Company's industry generally unless there is a disproportionate adverse impact on the Parent Company, its subsidiaries or any Affiliate, taken as a whole, (b) an outbreak or escalation of war, armed hostilities, acts of terrorism, political instability or other national calamity, crisis or emergency, including pandemics, or any governmental response to any of the foregoing, in each case, whether occurring within or outside of Canada or the United States unless there is a disproportionate adverse impact on the Parent Company, its subsidiaries or any Affiliate, taken as a whole, (c) any change in law or accounting policies (and any changes resulting therefrom) unless there is a disproportionate adverse impact on the Parent Company, its subsidiaries or any Affiliate, taken as a whole, (d) epidemics, pandemics and other public health emergencies, including those related to the novel coronavirus known as COVID-19; (e) steps or actions reasonably necessary to be taken pursuant to the Restructuring Support Agreement or the Plan of Arrangement, or (f) any action or omission of any Credit Party taken with the prior written consent of the Requisite Unsecured Lenders;

(bbb) "**Maximum Secured Principal Amount**" means the Initial Secured Principal Amount and the Additional Secured Principal Amount of the Secured Debentures issued on the Closing Date.

(ccc) "**Multiemployer Pension Plan**" means a multiemployer plan, as defined in Section 4001(a)(3) of ERISA, to which any Credit Party or any Subsidiary may have any liability;

(ddd) "**New Jersey Debt**" means all Indebtedness and other obligations of the Credit Parties and certain of their subsidiaries arising under those certain Senior Secured Bridge Notes due February 2, 2023, made by iAnthus New Jersey, LLC and guaranteed by the Parent Company on February 2, 2021, in favor of Gotham Green Fund II, L.P., Gotham Green Fund II (Q), L.P., [*], [*], [*], and [*], in the original aggregate principal amount of $11,000,000;

(eee) "**NI 51-102**" means National Instrument 51-102 – *Continuous Disclosure Obligations* as such instrument is in effect in the Province of Ontario at Closing;

(fff) "**Obligations**" means all advances to, and debts, liabilities, obligations, covenants and duties of, each Credit Party arising under any Transaction Agreement or otherwise with respect to this Agreement or any Unsecured Debenture, whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising and including interest and fees that accrue after the commencement by or against any Credit Party of any proceeding under any Debtor Relief Laws naming such Person as the debtor in such proceeding, regardless of whether such interest and fees are allowed claims in such proceeding. Without limiting the generality of the foregoing, the Obligations of the Credit Parties under the Transaction Agreements include (i) the obligation (including guarantee obligations) to pay principal, interest, reimbursement obligations, charges, expenses, fees, attorneys' fees, indemnities and other amounts payable by the Credit Parties under any Transaction Agreement and (ii) the obligation of the Credit Parties to reimburse any amount in respect of any of the foregoing that any Unsecured Lender, in its sole discretion, may elect to pay or advance on behalf of such Person;

(ggg) "**Observers**" and "**Observer**" have the meanings ascribed thereto in Section 4.19(aa).

(hhh) "**OSC**" means the Ontario Securities Commission;

(iii) "**OTC**" means the OTCQB – The Venture Market or the OTCQX – Best Market;

(jjj) "**PBGC**" means the Pension Benefit Guaranty Corporation and any entity succeeding to any or all of its functions under ERISA;

(kkk) "**Pension Plan**" means a "pension plan", as such term is defined in Section 3(2) of ERISA, which is subject to Title IV of ERISA (other than a Multiemployer Pension Plan) and as to which any Credit Party or any subsidiary has or may have any liability, including any liability by reason of having been a substantial employer within the meaning of Section 4063 of ERISA at any time during the preceding five years, or by reason of being deemed to be a contributing sponsor under Section 4069 of ERISA, and, for the avoidance of doubt, "Pension Plan" shall not include a Canadian Pension Plan;

(lll) "**Permits**" means all licenses, permits, approvals, consents, certificates, registrations and authorizations (whether governmental, regulatory or otherwise);

(mmm) "**Permitted Liens**" has the meaning given to it in Section 4.19(n) and "**Permitted Lien**" means any one of them;

(nnn) "**Person**" means any individual, partnership, limited partnership, joint venture, syndicate, sole proprietorship, corporation with or without share capital, company, limited liability company, unlimited liability company, unincorporated organization, association, trust, trustee, executor, administrator or other legal personal representative, Governmental Body, authority or entity however designated or constituted;

(ooo) "**Personal Information**" means any information about a Person and includes information contained in this Agreement and the documents to be delivered by such Person in connection with the transactions contemplated herein;

(ppp) "**Plan of Arrangement**" means that certain amended and restated Plan of Arrangement of the Parent Company and the Issuer dated August 6, 2020, filed in the Court under Section 288 of the *Business Corporations Act* (British Columbia);

(qqq) "**Proceeds**" means the proceeds of the loans funded by certain of the Unsecured Lenders to the Issuer on the Closing Date;

(rrr) "**Qualifying Provinces**" means all provinces of Canada, other than the Province of Quebec;

(sss) "**Registration Rights Agreement**" means that certain registration rights agreement dated as of the Closing Date, by and among the Parent Company, the Issuer and the "Holders" party thereto (as such term is defined therein), as amended, restated, supplemented or otherwise modified from time to time;

(ttt) "**Release**" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, disposing or migrating in, into, onto or through the Environment;

(uuu) "**Requisite Unsecured Lenders**" means the Unsecured Lenders who together hold at least 66$^{2}/_{3}$% of all of the Unsecured Debentures held by all Unsecured Lenders at the time a determination is made;

(vvv) **"Restructuring Closing"** means the completion of all transactions contemplated under the Plan of Arrangement;

(www) "**Restructuring Support Agreement**" means that certain Restructuring Support Agreement dated as of July 10, 2020, as amended, by and among the Parent Company, the Subsidiaries signatory thereto, the Lenders (as defined therein) party thereto, the Consenting Debenture Holders (as defined therein) party thereto, and each other Person that becomes a party thereto from time to time, as may be further amended, restated, supplemented or otherwise modified from time to time in accordance with the terms thereof;

(xxx) "**Section 3(a)(10) Exemption**" has the meaning given to it in Section 4.7(b);

(yyy) "**Secured Debenture Purchase Agreement**" has the meaning given to it in the recitals;

(zzz) "**Secured Debenture Certificates**" means the certificates representing the Secured Debentures, as amended, restated, supplemented or otherwise modified from time to time;

(aaaa) "**Secured Debentures**" means the 8.0% senior secured debentures due June 24, 2027 issued by the Issuer to the Secured Lenders on the Closing Date in connection with the Plan of Arrangement (such debentures being defined as "New Secured Notes" under the Plan of Arrangement), in the Issued Principal Amount.

(bbbb) "**Secured Lenders**" means the holders of Secured Debentures (and for certainty includes without limitation the Additional Principal Amount Lenders) and includes their permitted successors and assigns;

(cccc) "**Secured Transaction Agreements**" means the Secured Debenture Purchase Agreement and all agreements, certificates and other instruments and documents delivered or given pursuant thereto, including, without limitation, the Security Documents (as defined in the Secured Debenture Purchase Agreement), the Secured Debentures, the Secured Debenture Certificates, the Investor Rights Agreement, and the Registration Rights Agreement, in each case as may be amended, restated, supplemented or otherwise modified from time to time in accordance with the terms thereof;

(dddd) "**Securities Commissions**" means collectively, the applicable securities commission or securities regulatory authority in each of the Qualifying Provinces;

(eeee) "**SEDAR**" means the System for Electronic Document Analysis and Retrieval as found at www.sedar.com;

(ffff) "**Solvent**" means, with respect to a Person, that (a) the fair value (as calculated according to the Parent Company's quarterly and annual financial statements in accordance with GAAP) of the assets of such Person and its Subsidiaries, on a consolidated basis, exceeds, on a consolidated basis, their debts and liabilities, subordinated, contingent or otherwise, (b) the present fair saleable value of the property of such Person and its Subsidiaries, on a consolidated basis, is greater than the amount that will be required to pay the probable liability, on a consolidated basis, of their debts and other liabilities, subordinated, contingent or otherwise, as such debts and other liabilities become absolute and matured, (c) such Person and its Subsidiaries, on a consolidated basis, are able to pay their debts and liabilities, subordinated, contingent or otherwise, as such liabilities become absolute and matured and (d) such Person and its Subsidiaries, on a consolidated basis, are not engaged in, and are not about to engage in, business for which they have unreasonably small capital. The amount of any contingent liability at any time shall be computed as the amount that would reasonably be expected to become an actual and matured liability;

(gggg) "**Standstill Period**" has the meaning set forth in Section 6.3(c)(i) of this Agreement.

(hhhh) A "**subsidiary**" of a Person means a corporation, partnership, joint venture, limited liability company or other business entity of which (i) a majority of the shares of securities or other interests having ordinary voting power for the election of directors or other governing body (other than securities or interests having such power only by reason of the happening of a contingency) are at the time beneficially owned, (ii) more than half of the issued share capital is at the time beneficially owned or (iii) the management of which is otherwise controlled, directly or indirectly, through one or more intermediaries, or both, by such Person;

(iiii) "**Subsidiary**" means any subsidiary of the Parent Company other than the Immaterial Subsidiaries. Unless otherwise specified, all references herein to a "Subsidiary" or to "Subsidiaries" shall refer to a Subsidiary or Subsidiaries of the Parent Company;

(jjjj) "**Taxes**" means all present and future taxes (including income tax, capital tax, payroll taxes, employer health tax, workers' compensation payments, property taxes, sales taxes, custom and land transfer taxes), duties, royalties, levies, imposts, assessments, reassessments, deductions, charges or withholdings and all liabilities with respect thereto including any penalty and interest payable with respect thereto;

(kkkk) "**Transaction Agreements**" means this Agreement and all agreements, certificates and other instruments and documents delivered or given pursuant thereto, including, without limitation, the Plan of Arrangement, Final Order, Unsecured Debenture Certificates, the Investor Rights Agreement, and the Registration Rights Agreement, in each case as may be amended, restated, supplemented, or otherwise modified from time to time in accordance with the terms thereof;

(llll) "**United States**" or "**U.S.**" means the United States of America, its territories and possessions, any State of the United States, and the District of Columbia;

(mmmm) "**Unsecured Debenture Certificates**" means the certificates representing the Unsecured Debentures, as amended, restated, supplemented or otherwise modified from time to time;

(nnnn) "**Unsecured Debentures**" means the 8.0% unsecured debentures due June 24, 2027 issued by the Issuer to the Unsecured Lenders on the Closing Date in accordance with the Plan of Arrangement and Final Order (such Unsecured Debentures being defined as "New Unsecured Notes" under the Plan of Arrangement), in the initial aggregate principal amount equal to the Initial Principal Amount;

(oooo) "**Unsecured Lenders**" has the meaning given to it in the recitals and includes their successors and permitted assigns;

(pppp) "**U.S. Exchange Act**" means the United States *Securities Exchange Act of 1934*, as amended;

(qqqq) "**U.S. Securities Act**" means the United States *Securities Act of 1933*, as amended;

(rrrr) "**U.S. Securities Laws**" means the United States federal securities laws, including, without limitation, the U.S. Securities Act and the U.S. Exchange Act, and applicable state securities laws;

(ssss) "**U.S. Tax Code**" mean the United States *Internal Revenue Code of 1986*, as amended.

1.2 SCHEDULES AND EXHIBITS

The following are the schedules and exhibits attached to this Agreement:

Schedule 2.1	Unsecured Lender Allocations
Schedule 4.2	Dissolved Credit Parties
Schedule 4.3(a)	Capital of the Parent Company
Schedule 4.3(b)	Option to Purchase Common Shares of the Parent Company
Schedule 4.4	Shareholder Agreements
Schedule 4.5	Subsidiaries
Schedule 4.9	Compliance with Laws
Schedule 4.9(m)	Notices of Defect
Schedule 4.10(a)	Litigation and Other Proceedings
Schedule 4.11(a)(i)	Owned and Leased Property
Schedule 4.11(a)(ii)	Claims Restricting Use of Transfer of Property or Assets
Schedule 4.11(c)	Material Agreements of Credit Parties
Schedule 4.11(k)	Lease Defaults
Schedule 4.16	Financial, Tax and Disclosure Matters
Schedule 4.19(n)	Permitted Liens
Schedule 4.19(o)	Existing Indebtedness
Schedule 4.19(p)	Investments
Schedule 4.19(q)	Transactions with Affiliates
Schedule 4.19(r)	Permitted Subsidiary Change of Control Transactions
Schedule 4.19(t)	Use of Proceeds
Schedule 4.19(z)	Permitted Asset Disposition
Exhibit “A”	Form of Unsecured Debenture Certificate

1.3 HEADINGS

The inclusion of headings in this Agreement are for convenience of reference only and shall not affect the construction or interpretation hereof. The terms “**this Agreement**”, “**hereof**”, “**hereunder**” and similar expressions refer to this Agreement and not to any particular section or other portion hereof and include any agreement supplemental hereto.

1.4 GENDER AND NUMBER

Words importing the singular number only shall include the plural and vice versa, and words importing the masculine gender shall include the feminine gender and neuter.

1.5 CURRENCY

Unless otherwise noted, all references to currency shall be United States dollars and all payments contemplated herein shall be paid in United States funds, by certified cheque, bank draft or wire transfer of immediately available funds.

1.6 ENTIRE AGREEMENT

This Agreement together with the other Transaction Agreements constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties. There are no other agreements between the parties in connection with the subject matter hereof except as specifically set forth or referred to herein or therein. To the extent that any provisions of this Agreement are inconsistent with the provisions of the Plan of Arrangement, then the terms of the Plan of Arrangement shall be paramount and prevail to the extent of the inconsistency. For greater certainty, the rights of the Unsecured Lenders under (i) the Registration Rights Agreement, (ii) Investor Rights Agreement, and (ii) any Secured Transaction Agreements, in each case to which they are now or hereafter become a party are separate from and in addition to the rights of such Unsecured Lenders hereunder (including without limitation in connection with the provisions which address the same subject matter herein and therein).

The description of the Unsecured Debentures herein is a summary only and is subject to the specific attributes and detailed provisions set forth in the Unsecured Debenture Certificates. In case of any inconsistency between the description of the Unsecured Debentures in this Agreement and the terms of the Unsecured Debentures as set forth in the Unsecured Debenture Certificates, the provisions of the Unsecured Debenture Certificates shall govern.

1.7 TIME OF ESSENCE

Time shall be of the essence of this Agreement and of every part hereof and no extension or variation of this Agreement shall operate as a waiver of this provision.

1.8 TO THE KNOWLEDGE

Where any representation or warranty contained in this Agreement is expressly qualified by reference to the knowledge of the Parent Company, the Parent Company confirms that it has made due and diligent inquiry of such Persons (including appropriate employees, officers and directors of the Parent Company and its Affiliates) as it reasonably and in good faith considers necessary to verify the accuracy of the matters that are the subject of the representations and warranties.

1.9 LANGUAGE

The parties hereby acknowledge that they have expressly required this Agreement and all notices, statements of account and other documents required or permitted to be given or entered into pursuant hereto to be drawn up in the English language only. *Les parties reconnaissent avoir expressment demandé que la présente Convention ainsi que tout avis, tout état de compte et tout autre document à être ou pouvant être donné ou conclu en vertu des dispositions des présentes, soient rédigés en langue anglaise seulement.*

1.10 JOINDER

At any time after the Closing Date, any Unsecured Lender that was not a signatory to this Agreement at Closing may request to join this Agreement as a party hereto, and effective therefrom shall be bound by all of the terms and conditions hereof until termination of this Agreement, subject to any terms and conditions that survive termination hereunder, provided that such requesting Unsecured Lender (i) provide written notice of such request to each other Unsecured Lender and the Issuer and (ii) execute a form of joinder agreement in form and substance reasonably satisfactory to the existing Unsecured Lenders and the Issuer. Each Unsecured Lender shall benefit from all rights and remedies under this Agreement and the Transaction Documents, subject to the terms and conditions thereof, irrespective of whether they are a party to this Agreement.

ARTICLE 2
ISSUANCE OF UNSECURED DEBENTURES; CLOSING CONDITIONS

2.1 ISSUANCE OF UNSECURED DEBENTURES

In reliance upon the representations, warranties and covenants set out in this Agreement and the Restructuring Support Agreement and the closing and effectiveness of the Plan of Arrangement, the Issuer agrees to issue to the Unsecured Lenders at the Closing, and the Unsecured Lenders agree to accept, the Unsecured Debentures. At Closing, the Issuer shall execute and deliver to each Unsecured Lender an Unsecured Debenture Certificate in the amount opposite such Unsecured Lender's name on Schedule 2.1.

ARTICLE 3
CLOSING ARRANGEMENTS AND CONDITIONS

3.1 UNSECURED LENDERS' CONDITIONS

The Requisite Unsecured Lenders may require that each or any of the following conditions be satisfied as a condition to accepting the Unsecured Debentures and closing the transactions contemplated under this Agreement:

(a) the transactions described in the Plan of Arrangement have been approved by all Governmental Bodies which have jurisdiction over any Credit Party and whose approval is required under applicable Law;

(b) the Unsecured Lenders shall have received the Unsecured Debenture Certificates, duly executed by the Issuer;

(c) each of the Unsecured Lenders shall have received each of the Transaction Agreements to which it is a party to be entered into on the Closing Date, each duly executed by each Credit Party party thereto;

(d) the Unsecured Lenders shall have received payment for all fees, expenses and costs incurred and payable under this Agreement, the Restructuring Support Agreement and the Plan of Arrangement;

(e) the Credit Parties shall have completed all necessary steps and all necessary proceedings shall have been taken to authorize, and all required consents shall have been obtained to permit, the transactions contemplated hereby;

(f) (i) the issuance of the Unsecured Debentures to each Unsecured Lender shall be legally permitted by all Laws to which each Unsecured Lender and each Credit Party is subject, and (ii) all authorizations, approvals or permits of, or filings with, any Governmental Body that are required by Law in connection with each of (x) the lawful issuance of the Unsecured Debentures by the Issuer and (y) the delivery and performance of obligations by any Credit Party under the Transaction Agreements, shall have been duly obtained by the Issuer and shall be effective;

(g) the representations and warranties of each Credit Party contained in each Transaction Agreement shall be true and correct at the Closing Time and each Credit Party shall have performed and complied with all of the terms, covenants, agreements and conditions to be performed or complied with by it under each Transaction Agreement at or prior to the Closing Time (other than any failure to perform or comply with such terms, covenants, agreements and conditions which the Requisite Unsecured Lenders have waived in writing);

(h) no Event of Default shall have occurred and be continuing, after giving effect to the waivers and releases contemplated under the Plan of Arrangement;

(i) on the Closing Date, each Credit Party shall have executed and delivered, or caused to be executed and delivered, to the Unsecured Lenders, a certificate signed by the appropriate officers of such Person certifying, *inter alia*, as to the (i) Articles and notice of articles of the Parent Company, and all constating, organizational or governing documents of each other Credit Party, (ii) resolutions of the board of directors, managers, shareholders or members, as applicable, of such Credit Party authorizing and approving such Credit Party's execution, delivery and performance of its obligations under the Transaction Agreements, and (iii) incumbency and signatures of the signing officers of such Credit Party;

(j) the Parent Company shall deliver a certificate of good standing of recent date for each Credit Party from the relevant authority in each jurisdiction in which such Credit Party is qualified to do business;

(k) the Unsecured Lenders shall have received from counsel for each Credit Party an opinion, dated as of the Closing Date, in form and substance satisfactory to the Requisite Unsecured Lenders, acting reasonably, including opinions in respect of corporate matters, enforceability, authorization, due execution, and other matters reasonably requested by the Requisite Unsecured Lenders; and

(l) such other documentation as the Requisite Unsecured Lenders may reasonably require, in form and substance satisfactory to such Requisite Unsecured Lenders, acting reasonably, shall have been prepared, executed and delivered.

The foregoing conditions are for the exclusive benefit of the Unsecured Lenders, provided that any of the said conditions may be waived in writing in whole or in part by the Requisite Unsecured Lenders without prejudice to any Unsecured Lender's rights of rescission in the event of the non-fulfilment and/or non-performance of any other conditions, any such waiver to be binding on each Unsecured Lender only if the same is in writing.

ARTICLE 4
REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE CREDIT PARTIES

Each Credit Party, for and on behalf of itself and, as it relates to the Parent Company, for and on behalf of each Subsidiary, represents and warrants as of the Closing Date, and covenants to the Unsecured Lenders as follows, and acknowledges that the Unsecured Lenders are relying upon the representations, warranties and covenants contained in this Agreement and in any certificate or other document delivered pursuant hereto in connection with the issuance of the Unsecured Debentures.

Notwithstanding anything contained herein to the contrary, each of the representations and warranties given by the Credit Parties in this Article 4, are deemed to specifically exclude any U.S. federal laws, statutes, codes, ordinances, decrees, rules, regulations which apply to the production, trafficking, distribution, processing, extraction, and/or sale of marijuana (cannabis) and related substances, other than Section 280E of the U.S. Tax Code.

4.1 CORPORATE POWER AND DUE AUTHORIZATION

Each Credit Party has the corporate or other organizational power and capacity to enter into, and to perform its obligations under, each of the Transaction Agreements to which it is a party. Each of the Transaction Agreements has been duly authorized, executed and delivered by each Credit Party thereto, and is a valid and binding obligation of such Credit Party enforceable against it in accordance with its terms, subject to Debtor Relief Laws, and the fact that equitable remedies, including the remedies of specific performance and injunction, may only be granted in the discretion of a court. Each action required to be performed by a Credit Party hereunder has been duly authorized by such Credit Party and, as applicable, its shareholders or members.

4.2 INCORPORATION, QUALIFICATION AND CAPACITY

Each Credit Party and each Subsidiary has been duly incorporated and organized and is validly existing as a corporation under the Laws of the jurisdiction in which it was incorporated, amalgamated, continued, formed or organized as the case may be, and except as disclosed on Schedule 4.2, no steps or proceedings have been taken by any Person, voluntary or otherwise, requiring or authorizing the dissolution or winding up of any Credit Party or any Subsidiary. Each Credit Party and each Subsidiary is duly qualified to carry on its business in each jurisdiction in which the conduct of its business or the ownership, leasing or operation of its property and assets requires such qualification (except for such jurisdictions where the failure to be so qualified could not result in a Material Adverse Effect) and has all requisite corporate power and capacity to conduct its business and to own, lease and operate its properties and assets.

4.3 CAPITAL OF THE PARENT COMPANY

(a) Prior to giving effect to the transactions contemplated by the Plan of Arrangement, the authorized and issued share capital of the Parent Company is set out on Schedule 4.3(a). All of the issued and outstanding shares of the Parent Company have been duly and validly authorized and issued as fully paid and non-assessable, and none of the outstanding shares of the Parent Company were issued in violation of the pre-emptive or similar rights of any security holder of the Parent Company.

(b) The terms and the number of options to purchase Common Shares granted by the Parent Company currently outstanding conforms to the description thereof contained on Schedule 4.3(b) and other than as contemplated by this Agreement, the Secured Transaction Agreements and the Plan of Arrangement, and options or other incentive securities to be granted to directors, officers, employees and consultants of the Parent Company to purchase Common Shares as described on Schedule 4.3(b), no Person has any agreement or option, right or privilege (contractual or otherwise) capable of becoming an agreement (including convertible or exchangeable securities and warrants) for the purchase or acquisition from any Credit Party or any Subsidiary of any interest in any Common Shares or other securities of any Credit Party or any Subsidiary whether issued or unissued.

4.4 NO SHAREHOLDER AGREEMENTS

Except as set forth on Schedule 4.4, there are no voting trusts or agreements, shareholders' agreements, buy sell agreements, rights of first refusal agreements, agreements relating to restrictions on transfer, pre-emptive rights agreements, tag-along agreements, drag-along agreements or proxies relating to any of the securities of any Credit Party or any Subsidiary, to which the Credit Party or any Subsidiary is a party.

4.5 SUBSIDIARIES

Except as disclosed on Schedule 4.5, the Parent Company has no direct or indirect subsidiaries other than the Subsidiaries, nor any investment in any Person other than the Investments, which, for the year ended December 31, 2021 accounted for, or which, for the two most recent fiscal quarters ended prior to the Closing Date is expected to account for, more than five percent (5%) of the assets or revenues of the Parent Company or would otherwise be material to the business and affairs of the Parent Company, in each case on a consolidated basis. The Parent Company owns, directly or indirectly, all of the issued and outstanding shares of the Subsidiaries, all of the issued and outstanding shares of the Subsidiaries are issued as fully paid and non-assessable shares, free and clear of all Liens, save and except any Liens created under or pursuant to the Secured Transaction Agreements and permitted under this Agreement, and no Person has any agreement, option, right or privilege (whether pre-emptive or contractual) capable of becoming an agreement, for the purchase from any Credit Party or any Subsidiary of any interest in any of the shares in the capital of the Subsidiaries. Each of the Subsidiaries is set out on Schedule 4.5.

4.6 NO CONTRAVENTION

Neither the entering into nor the delivery of the Transaction Agreements nor the performance by any Credit Party of any of its obligations under the Transaction Agreements will be in conflict with, contravene, breach or result in any default under, or result in the creation of any Lien or encumbrance under, or relieve any Person from its obligations under:

(a) the Articles, notice of articles or other constating or organizational documents of any Credit Party;

(b) any mortgage, lease, contract or other legally binding agreement, instrument, license or Permit, to which any Credit Party is a party or by which it may be bound; or

(c) any applicable Law, statute, regulation, rule, order, decree, judgement, injunction or other restriction of any Governmental Body to which any Credit Party or of its or their respective assets or business may be subject.

None of the Credit Parties nor any Subsidiary is (i) in violation of its Articles or any other constating or organizational documents of such Credit Party or Subsidiary or (ii) in default of the performance or observance of any obligation, agreement, covenant or condition contained in any contract, indenture, trust deed, joint venture, mortgage, loan agreement, note, lease or other agreement or instrument to which it is a party or by which it or its property or assets may be bound, except in the case of clause (ii) for any such violations or defaults are described on Schedule 4.11(c) or any other schedule in this Agreement, none of which, either individually or in the aggregate, could reasonably be expected to result in a Material Adverse Effect.

4.7 ISSUANCE OF COMMON SHARES AND SECURITIES LAW MATTERS

(a) The Common Shares to be issued to the Unsecured Lenders as described in the Plan of Arrangement have been, or prior to the Closing Time will be, duly created and reserved for issuance and, when issued pursuant to the Plan of Arrangement:

(i) will be validly issued and outstanding as fully paid shares in the capital of the Parent Company;

(ii) will not have been issued in violation of or subject to anypre-emptive rights or contractual rights to purchase securities by which the Parent Company is bound or to which it is subject;

(iii) will not be subject to any restrictions on transfer or hold periods pursuant to Canadian Securities Laws (except in the case of a trade in such Common Shares which is a "control distribution" (as such term is defined in National Instrument 45-102 – *Resale of Securities*)); and

(iv) will be listed for trading on the CSE.

(b) The issuance of the Unsecured Debentures in accordance with the Plan of Arrangement by the Parent Company, whether in the United States, Canada or any other country, shall be exempt from the registration requirements of the U.S. Securities Act pursuant to the exemption provided by Section 3(a)(10) thereof (the "**Section 3(a)(10) Exemption**"). Accordingly, the Unsecured Debentures will be freely tradeable and evidenced without a U.S. Securities Act restrictive legend, provided, however, that any such Unsecured Debentures issued to persons who are or were affiliates of the Parent Company at or within 90 days prior to the issuance of such Unsecured Debentures will be subject to resale restrictions under Rule 144 promulgated under Rule 144 of the U.S. Securities Act.

(c) The Court has been advised as to the intention of the Parties to rely on the Section 3(a)(10) Exemption with respect to the issuance of the Unsecured Debentures and has been advised that its approval of the Plan of Arrangement will be relied upon as a determination that the Court has satisfied itself as to the procedural and substantive fairness of the terms and conditions of the Plan of Arrangement to the Unsecured Lenders entitled to receive the Unsecured Debentures pursuant to the Plan of Arrangement.

(d) The Unsecured Lenders entitled to receive the Unsecured Debentures on completion of the Plan of Arrangement have been given adequate and appropriate notice advising them of their right to attend and appear before the Court at the hearing of the Court for the Final Order and providing them with sufficient information necessary to enable such Unsecured Lender to exercise such right.

(e) The Final Order of the Court expressly states that the terms and conditions of the arrangement as more particularly described in the Plan of Arrangement, are procedurally and substantively fair and reasonable, and provides that:

> "This Order will serve as the basis of a claim to an exemption, pursuant to Section 3(a)(10) of the United States *Securities Act of 1933*, as amended, from the registration requirements otherwise imposed by that Act, in respect of the issuance and exchange of securities of iAnthus Capital Holdings, Inc. and iAnthus Capital Management, LLC pursuant to the Plan of Arrangement."

(f) The Unsecured Debentures issued to Unsecured Lenders in the United States will be registered or qualified under the securities laws of each state, territory or possession of the United States in which any Unsecured Lender receiving Unsecured Debentures is located, unless an exemption from such state securities law registration or qualification requirements is available.

4.8 BANKRUPTCY

Other than transactions contemplated by the Restructuring Support Agreement and Plan of Arrangement, none of the Credit Parties nor any Subsidiary has proposed a compromise or arrangement to its creditors generally, taken any proceeding with respect to a compromise or arrangement, taken any proceeding to have itself declared bankrupt or wound up, taken any proceeding to have a receiver appointed over its property or assets, and other than actions taken by the Collateral Agent or the Secured Lenders prior to the Restructuring Support Agreement being in effect, none of the Credit Parties nor any Subsidiary has had any petition for a receiving order in bankruptcy filed against it, had any encumbrancer take possession of any of its property or assets, or had any execution or distress become enforceable or become levied upon any of its property or assets.

4.9 COMPLIANCE WITH LAWS

(a) Except as disclosed in filings on SEDAR or EDGAR or on Schedule 4.9, the Parent Company and each of its subsidiaries (i) each conducted and have each been conducting their business in compliance in all material respects with all applicable Laws of each jurisdiction in which its business is or is expected to be carried on or in which its services are provided and has not received a notice of non-compliance (other than notices regarding immaterial or de minimis non-compliance), nor knows of, nor has reasonable grounds to know of, any facts that could give rise to a notice of non-compliance (other than notices regarding immaterial or de minimis non-compliance) with any such Laws, (ii) are not in breach or violation of any judgment, order or decree of any Governmental Body having jurisdiction over the Parent Company or any of its subsidiaries, as applicable, and (iii) hold all, and are not in breach of any, Permits that enable its business to be carried on as now conducted; except in each case where the failure to be in such compliance or to hold such Permits could not reasonably be expected to result in a Material Adverse Effect.

(b) The Parent Company is a reporting issuer in good standing in the Qualifying Provinces under Canadian Securities Laws and is not in default of any requirement of such Canadian Securities Laws and is not included in a list of defaulting issuers maintained by the Securities Commissions. Except for the Common Shares to be issued pursuant to the Plan of Arrangement, the Common Shares of the Parent Company are registered pursuant to Section 12(b) or 12(g) of the U.S. Exchange Act and the Parent Company has filed all reports required to be filed pursuant to Section 13(a) or 15(d) of the U.S. Exchange Act.

(c) The outstanding Common Shares are listed and posted for trading on the CSE, and all necessary notices and filings have been made with, and all necessary consents, approvals and authorizations have been obtained by the Parent Company from, the CSE to ensure that the Common Shares to be issued as described in the Plan of Arrangement will be listed and posted for trading on the CSE upon their issuance.

(d) No order, ruling or determination having the effect of suspending the sale or ceasing the trading in any securities of any Credit Party or any Subsidiary has been issued by any regulatory authority and is continuing in effect and no proceedings for that purpose have been instituted or are pending or, to the knowledge of the Parent Company, are contemplated or threatened by any Governmental Body or other regulatory authority.

(e) The Parent Company is in compliance in all material respects with its continuous and timely disclosure obligations under applicable Canadian Securities Laws and the rules and regulations of the CSE and has filed all documents required to be filed by it with the Securities Commissions under applicable Canadian Securities Laws, and no document has been filed on a confidential basis with the Securities Commissions that remains confidential at the date hereof.

(f) No Securities Commission, stock exchange or comparable authority has issued any order preventing the distribution of the Common Shares nor instituted proceedings for that purpose, nor is any such proceeding pending, and, to the knowledge of the Parent Company, no such proceedings are pending or contemplated.

(g) Except where any non-compliance would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, (i) the Parent Company and each of its subsidiaries is in compliance with all Laws respecting employment and employment practices, terms and conditions of employment, pay equity and wages, including, without limitation, the U.S. Fair Labor Standards Act, and neither the Parent Company nor any of its subsidiaries has engaged in any unfair labour practice, (ii) the Parent Company and each of its subsidiaries has complied with all applicable Laws relating to work authorization and immigration and (iii) all payments due from the Parent Company or any of its subsidiaries on account of employee wages and health and welfare and other benefits insurance have been paid or accrued as a liability on the books of the relevant Person. There are no strikes or other material labor disputes against the Parent Company or any of its subsidiaries.

(h) The operations of the Parent Company and its subsidiaries have been conducted at all times in compliance with each of, and the Parent Company and its subsidiaries will not use the Proceeds, directly or indirectly, in violation of any of, the applicable federal and state laws relating to terrorism or money laundering, including the financial recordkeeping and reporting requirements of The Bank Secrecy Act of 1970, as amended; Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 (the "**Executive Order**"); the Foreign Corrupt Practices Act; the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Public Law 107-56, the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada) the Trading with the Enemy Act, as amended, the International Emergency Economic Powers Act, as amended, and each of the foreign assets control regulations of the U.S. Treasury Department (31 C.F.R. Subtitle B, Chapter V, as amended) and any other enabling legislation or executive order relating thereto (collectively, "**Anti-Terrorism Laws**"), and neither the Parent Company nor any of its subsidiaries is, nor will the Proceeds be used for the purpose of financing any activities or businesses of or with any Person that, at the time of such financing, is (i) a Person that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order; (ii) a Person owned or controlled by, or acting for or on behalf of, any Person that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order; (iii) a Person with which the Unsecured Lenders are prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law; (iv) a Person that commits, threatens or conspires to commit or supports "terrorism" as defined in the Executive Order; or (v) a Person that is named as a "specially designated national and blocked person" on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control ("**OFAC**") at its official website or any replacement website or other replacement official publication of such list or any other Person (including any foreign country and any national of such country) with whom the U.S. Treasury Department prohibits doing business in accordance with OFAC regulations. No action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Parent Company or any of its subsidiaries with respect to Anti-Terrorism Laws is pending or, to the knowledge of the Parent Company or any of its subsidiaries, threatened.

(i) Neither the Parent Company nor any of its subsidiaries, any employee or agent thereof, has made any unlawful contribution or other payment to any official of, or candidate for, any federal, state, provincial or foreign office, or failed to disclose fully any contribution, in violation of any Law, or made any payment to any foreign, Canadian, governmental officer or official, or other Person charged with similar public or quasi-public duties, other than payments required or permitted by applicable Laws.

(j) Except as could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect:

(i) each Credit Party, each Subsidiary, and its respective properties and operations are and, other than any matters which have been finally resolved without further liability or obligation, have been in compliance with all Environmental Laws, which includes obtaining, maintaining and complying with all applicable Environmental Permits required under such Environmental Laws to carry on the business of such Credit Party or Subsidiary;

(ii) none of the Credit Parties or the Subsidiaries have received any written notice that alleges any of them is in violation of or potentially liable under any Environmental Laws, and none of the Credit Parties nor the Subsidiaries nor any of the real property owned, leased or operated, or licensed to a franchisee (subject to, in the case of such franchised real property not managed by the Credit Parties, the Subsidiaries or their respective Affiliates, to the knowledge of the Parent Company) by any Credit Party or any Subsidiary is the subject of any claims, investigations, liens, demands, or judicial, administrative or arbitral proceedings pending or, to the knowledge of the Parent Company, threatened, under or relating to any Environmental Law;

(iii) there has been no Release of Hazardous Materials on, at, under or from any real property or facilities currently or formerly owned, leased or operated, or licensed to a franchisee (subject to, in the case of such franchised real property not operated by the Credit Parties, the Subsidiaries or their respective Affiliates, to the knowledge of the Parent Company) by any Credit Party or any Subsidiary, or arising out of the conduct of the Credit Parties or the Subsidiaries that could reasonably be expected to require investigation, remedial activity, corrective action or cleanup by, or on behalf of, any Credit Party or any Subsidiary or could reasonably be expected to result in any material Environmental Liability; and

(iv) there are no facts, circumstances or conditions arising out of or relating to the Credit Parties, the Subsidiaries or any of their respective operations or any facilities currently or, to the knowledge of the Parent Company, formerly owned, leased or operated, or licensed to a franchisee (subject to, in the case of such franchised real property not operated by the Credit Parties, the Subsidiaries or their respective Affiliates, to the knowledge of the Parent Company) by any of the Credit Parties or the Subsidiaries, that could reasonably be expected to require investigation, remedial activity, corrective action or cleanup by, or on behalf of, any Credit Party or any Subsidiary or could reasonably be expected to result in any material Environmental Liability.

The Parent Company has made available to the Unsecured Lenders party hereto all environmental reports, studies, assessments, audits, or similar documents containing information regarding any Environmental Liability that are in the possession or control of any Credit Party or any Subsidiary.

(k) There are no past unresolved, pending or threatened claims, complaints, notices or requests for information with respect to any alleged violation of any Law, statute, order, regulation, ordinance or decree and no conditions exist at, on or under any Leased Premises which, with the passage of time, or the giving of notice or both, would give rise to liability under any Law, statute, order, regulation, ordinance or decree that, individually or in the aggregate, has or may reasonably be expected to have a Material Adverse Effect.

(l) The Parent Company has provided the Unsecured Lenders party hereto with copies of all requested material documents and correspondence relating to the Permits issued to the Parent Company and its subsidiaries or any Person in which the Parent Company or its subsidiaries holds an Investment pursuant to applicable United States state cannabis laws (collectively, the "**Licenses**"). The Parent Company, the Subsidiaries and, to the knowledge of the Parent Company, each Person in which the Parent Company or its Subsidiaries holds an Investment, are each in compliance in all material respects with the terms and conditions of all such Licenses and all other Permits required in connection with their respective businesses and the Parent Company does not anticipate any variations or difficulties in such Licenses or any other required Permits being renewed.

(m) Except as set forth on Schedule 4.9(m), neither the Parent Company nor any of its subsidiaries has received any notice or communication from any Person in which it holds an Investment or any applicable regulatory authority in the United States or any state or municipality thereof alleging a material defect, default, violation, breach or claim in respect of any License.

(n) All product research and development activities, including quality assurance, quality control, testing, and research and analysis activities, conducted by the Parent Company, any Subsidiary and, to the knowledge of the Parent Company, any Person in which they hold an Investment, in connection with their business is being conducted in accordance with best industry practices and in compliance, in all material respects, with all industry, laboratory safety, management and training standards applicable to its current and proposed business, and all such processes, procedures and practices, required in connection with such activities are in place as necessary and are being complied with, in all material respects.

(o) The Parent Company, each Subsidiary and, to the knowledge of the Parent Company, any Person in which they hold an Investment, has security measures and safeguards in place to protect personal information it collects from registered patients and customers and other parties from illegal or unauthorized access or use by its personnel or third parties or access or use by its personnel or third parties in a manner that violates the privacy rights of third parties. The Parent Company, the Subsidiaries and, to the knowledge of the Parent Company, any Person in which they hold an Investment, have complied, in all material respects, with all applicable privacy and consumer protection legislation and none has collected, received, stored, disclosed, transferred, used, misused or permitted unauthorized access to any information protected by privacy laws, whether collected directly or from third parties, in an unlawful manner.

(p) No steps have been taken to terminate any Pension Plan or any Canadian Pension Plan. No contribution failure under Section 430 of the U.S. Tax Code, Section 303 of ERISA or the terms of any Pension Plan has occurred with respect to any Pension Plan sufficient to give rise to a Lien under Section 303(k) of ERISA or Section 430(k) of the U.S. Tax Code. The minimum funding standard under Section 412(a) of the U.S. Tax Code and Section 302(a) of ERISA has been met with respect to each Pension Plan and the equivalent funding requirements and other assessments under applicable Canadian federal and provincial Laws have been met and paid with respect to each Canadian Pension Plan, and no condition exists or event or transaction has occurred with respect to any Pension Plan or Canadian Pension Plan which could reasonably be expected to result in the incurrence by any Credit Party or any Subsidiary of any material liability, fine or penalty. All contributions (if any) have been made to any Multiemployer Pension Plan that are required to be made by any Credit Party or any Subsidiary or any other member of the Controlled Group under the terms of the plan or of any collective bargaining agreement or by applicable law; neither any Credit Party nor any Subsidiary nor any member of the Controlled Group has withdrawn or partially withdrawn from any Multiemployer Pension Plan, incurred any withdrawal liability with respect to any such plan or received notice of any claim or demand for withdrawal liability or partial withdrawal liability from any such plan, and no condition has occurred which, if continued, could reasonably be expected to result in a withdrawal or partial withdrawal from any such plan, and neither any Credit Party nor any Subsidiary nor any member of the Controlled Group has received any notice that increased contributions may be required to any Multiemployer Pension Plan to avoid a reduction in plan benefits or the imposition of any excise tax, that any such plan is or has been funded at a rate less than that required under Sections 412 or 431 of the U.S. Tax Code, that any such plan is or may be terminated, or that any such plan is or may become insolvent.

4.10 LITIGATION AND OTHER PROCEEDINGS

(a) Except as set forth on Schedule 4.10(a), no legal or governmental proceedings or inquiries are pending to which the Parent Company or any of its subsidiaries is a party or to which their property or assets are subject that could result in the revocation or modification of any certificate, authority, License or Permit necessary to conduct the business now owned or operated by any such Person which, if the subject of an unfavourable decision, ruling or finding could reasonably be expected to have a Material Adverse Effect and, to the knowledge of the Parent Company, no such legal or governmental proceedings or inquiries have been threatened against or are contemplated with respect to any Credit Party or any Subsidiary or their property or assets.

(b) Except as set forth Schedule 4.10(a), there are no actions, suits, judgments, investigations, inquires or proceedings of any kind whatsoever outstanding or pending (whether or not purportedly on behalf of any such Person), or, to the knowledge of the Parent Company, threatened against or affecting any Credit Party, any Subsidiary or any of their respective directors or officers, at law or in equity or before or by any Governmental Body of any kind whatsoever and, to the knowledge of the Parent Company, there is no basis therefor and none of the Credit Parties or the Subsidiaries is subject to any judgment, order, writ, injunction, decree, award, rule, policy or regulation of any Governmental Body which, either separately or in the aggregate, could reasonably be expected to have Material Adverse Effect or could reasonably be expected to adversely affect the ability of any Credit Party or any Subsidiary to perform its obligations under any Transaction Agreement.

(c) There is no pending change, and the Parent Company is not aware of any threatened change in the legislation governing the Parent Company, any Subsidiary or any Person in which the Parent Company or any Subsidiary has an Investment which could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(d) The Parent Company is not aware of any licensing or legislation, regulation, by-law or other lawful requirement of any Governmental Body having lawful jurisdiction over the Parent Company, any Subsidiary or any Person in which the Parent Company or any Subsidiary has an Investment presently in force, or, to its knowledge, proposed to be brought into force, or any pending or contemplated change to any Law, licensing or regulation, by-law or other lawful requirement of any Governmental Body having lawful jurisdiction over the Parent Company, any Subsidiary or any Person in which the Parent Company or any Subsidiary has an Investment presently in force, that the Parent Company anticipates the Parent Company, any Subsidiary or any Person in which the Parent Company or any Subsidiary has an Investment, as applicable, will be unable to comply with or which could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

4.11 MATERIAL PROPERTY AND ASSETS

(a) Except as set forth on Schedule 4.11(a)(i) and Schedule 4.11(a)(ii),

(i) each Credit Party and each Subsidiary is the absolute legal and beneficial owner, and has good and valid title to, all of the material property or assets thereof, including all owned and leased real property as described on Schedule 4.11(a)(i), and no other material property or assets are necessary or useful for the conduct of the business of the Credit Party and each Subsidiary as currently conducted or as proposed to be conducted;

(ii) there is no claim, and the Parent Company has no knowledge of the basis of any claim that might or could materially and adversely affect the right of Credit Parties or the Subsidiaries to use, transfer or otherwise exploit such property or assets; and

(iii) other than in the ordinary course of business and as disclosed on Schedule 4.11(a)(i) and Schedule 4.11(a)(ii), none of the Credit Parties nor the Subsidiaries has any responsibility or obligation to pay any commission, royalty, license fee or similar payment to any Person with respect to the property and assets thereof.

(b) Except as set forth on Schedule 4.11(b), none of the Credit Parties nor the Subsidiaries has approved or has entered into any agreement in respect of: (i) the purchase of any material property or assets or any interest therein or the sale, transfer or other disposition of any material property or assets or any interest therein currently owned, directly or indirectly, by any Credit Party or any Subsidiary whether by asset sale, transfer of shares or otherwise not identified in the Restructuring Support Agreement; (ii) any Change of Control Transaction; or (iii) any proposed or planned disposition of any of the outstanding shares of any Subsidiary by the Parent Company or of any material property or assets or any interest therein currently owned directly or indirectly by any Credit Party or any Subsidiary.

(c) All of the material contracts and agreements of the Credit Parties and the Subsidiaries (including, for greater certainty, any contracts and agreements relating to the Investments) have been disclosed on Schedule 4.11(c). Except as set forth on Schedule 4.11(c), none of the Credit Parties nor the Subsidiaries has received any notification from any party that it intends to terminate any such material contract or agreement, and there is no default or event of default under any such material contract or agreement.

(d) Each of the material agreements and other documents and instruments pursuant to which any Credit Party or any Subsidiary holds its Investments, property and assets and conducts its business is a valid and subsisting agreement, document and instrument in full force and effect, enforceable in accordance with the terms thereof, none of the Credit Parties nor the Subsidiaries or any other party thereto is in default of any of the material provisions of any such agreements, instruments or documents nor has any such default been alleged, and such Investments and assets are in good standing under the applicable statutes and regulations of the governing jurisdiction.

(e) To the knowledge of the Parent Company, the Parent Company, each of the Subsidiaries and any Person in which the Parent Company or any Subsidiary has an Investment owns or has the right to use all of the Intellectual Property owned or used by their respective businesses as currently conducted. None of the Credit Parties nor any Subsidiary has received any notice nor is it aware of any infringement of or conflict with asserted rights of others with respect to any Intellectual Property or of any facts or circumstances that could render any Intellectual Property invalid or inadequate to protect the interests of the Parent Company, any Subsidiary or any Person in which the Parent Company or any Subsidiary has an Investment, as applicable, therein and which infringement or conflict (if subject to an unfavourable decision, ruling or finding) or invalidity or inadequacy could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(f) Each of the Credit Parties and each of the Subsidiaries, as applicable, has taken all reasonable steps to protect its material Intellectual Property in those jurisdictions where, in the reasonable opinion of the Parent Company, the Credit Parties and the Subsidiaries carry on a sufficient business to justify such filings.

(g) Each Credit Party and each Subsidiary owns or has the right to use under license,sub-license or otherwise all material Intellectual Property used by such Credit Party or such Subsidiary in each of its businesses and the Intellectual Property owned by the Credit Parties or the Subsidiaries is free and clear of any and all Liens, other than Liens created under or pursuant to the Secured Transaction Agreements and permitted under this Agreement.

(h) There are no material restrictions on the ability of the Credit Parties or the Subsidiaries to use and exploit all rights in the Intellectual Property required in the ordinary course of the Credit Parties' or the Subsidiaries' businesses. None of the rights of the Credit Parties or the Subsidiaries in the Intellectual Property will be impaired or affected in any way by the transactions contemplated by this Agreement.

(i) All registrations of Intellectual Property are in good standing and are recorded in the name of a Credit Party or a Subsidiary in the appropriate offices to preserve the rights thereto. All such registrations have been filed, prosecuted and obtained in accordance with all applicable legal requirements and are currently in effect and in compliance with all applicable legal requirements, except where such failure to obtain registration could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. No registration of Intellectual Property has expired, become abandoned, been cancelled or expunged, or has lapsed for failure to be renewed or maintained, except where such expiration, abandonment cancellation, expungement or lapse could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(j) As of (i) the Closing Date; and (ii) the date on which any real property is acquired or leased by a Credit Party or a Subsidiary, each of the Credit Parties or Subsidiaries, as applicable, has or will have good and marketable fee simple title to, or valid leasehold interests in, or other rights to use all its owned and leased real properties (including all real properties subject to a Mortgage under or pursuant to the Secured Transaction Agreements (the "**Mortgaged Properties**")) (collectively, "**Real Properties**"), in each case, except for Permitted Liens. The Mortgaged Properties are free from defects that materially adversely affect, or could reasonably be expected to materially adversely affect, the Mortgaged Properties suitability, taken as a whole, for the purposes for which they are contemplated to be used under the Transaction Agreements. Each parcel of Real Property and the use thereof (as contemplated under the Transaction Agreements) complies with all applicable Laws (including building and zoning ordinances and codes) and with all insurance requirements except such failure which could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. As of the Closing Date, none of the Credit Parties or Subsidiaries has received any written notice of, nor is there to the knowledge of the Parent Company, any pending, threatened or contemplated condemnation proceeding affecting any portion of the Real Properties in any material respect or any sale or disposition thereof in lieu of condemnation. As of the Closing Date, none of the Credit Parties or Subsidiaries is obligated under any right of first refusal, option or other contractual right to sell, assign or otherwise dispose of any Real Properties or any interest therein. Each parcel of Real Property subject to a Mortgage (or which will be subject to a Mortgage pursuant to the provisions of the Secured Transaction Agreements) is served by installed, operating and adequate water, electric, gas, telephone, sewer, sanitation sewer, storm drain facilities and other public utilities necessary for the uses contemplated under the Secured Transaction Agreements to the extent required under applicable Law, except such failure to be served that could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(k) With respect to each premises of each Credit Party and Subsidiary which is material to such Credit Party or Subsidiary and which such Credit Party or Subsidiary occupies as tenant (the "**Leased Premises**"), such Credit Party or Subsidiary occupies the Leased Premises and has the exclusive right to occupy and use the Leased Premises, except as disclosed in Schedule 4.11(k). As of the Closing Date and except as disclosed in Schedule 4.11(k), (i) each Credit Party and Subsidiary has complied in all material respects with all obligations under all material leases to which it is a party, (ii) all material leases to which any Credit Party or Subsidiary is a party are legal, valid, binding and in full force and effect and are enforceable in accordance with their terms, except where such failure could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect and (iii) none of the Credit Parties or Subsidiaries has defaulted, or with the passage of time could be in default, under any material leases to which it is a party, except for such defaults as could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. Each Credit Party and each Subsidiary enjoys peaceful and undisturbed possession under the material leases to which it is a party, except for leases in respect of which the failure to enjoy peaceful and undisturbed possession could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. No claim is being asserted or, to the knowledge of the Parent Company, threatened, with respect to any lease payment under any material lease other than any such Lien or claim that could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. There is no claim or basis for any claim that might or could reasonably be expected to adversely affect the right of any Credit Party or any Subsidiary to use, transfer or otherwise exploit the Leased Premises pursuant in the ordinary course of their respective businesses.

4.12 CORPORATE RECORDS

The corporate or organizational records and minute books of each Credit Party and each Subsidiary contain complete and accurate (in all material respects) minutes of all meetings (except for the minutes of the most recent board meeting, to be approved at the next meeting of directors or managers, as applicable) and resolutions in lieu of a meeting, of directors and committees thereof and shareholders held since the date of formation of such Credit Party or such Subsidiary and all such meetings were duly called and held. The share and membership certificate books, registers of shareholders or members, registers of transfers and registers of directors or managers, as the case may be, of each Credit Party and each Subsidiary are complete and accurate in all material respects. There are no outstanding applications or filings which could alter in any way the corporate or other organizational status or existence of any Credit Party or any Subsidiary.

4.13 CONSENTS AND APPROVALS

At the Closing Time, all consents, approvals, Permits, authorizations or filings as may be required to be made or obtained by the Parent Company under applicable securities Laws and the rules and regulations of the CSE necessary for the execution and delivery of the Transaction Agreements and the creation and issuance of the Unsecured Debentures, and the consummation of the transactions contemplated by this Agreement, will have been made or obtained, as applicable (other than the filing of reports required under applicable Canadian Securities Laws and U.S. Securities Laws within the prescribed time periods imposed thereby or by the CSE).

4.14 NO FINDERS' FEE

No broker, finder, agent or similar intermediary has acted on behalf of any Credit Party or any Subsidiary in connection with this Agreement or the transactions contemplated hereby, and there are no brokerage commissions, finders' fees or similar fees payable by any Credit Party or any Subsidiary as a result of the consummation of the transactions contemplated by this Agreement, other than fees to be paid to Canaccord Genuity in connection with the transactions contemplated by the Restructuring Support Agreement.

4.15 MATERIAL FACTS DISCLOSED

None of the foregoing representations, warranties and statements of fact and no other statement furnished in writing by or on behalf of any Credit Party or any Subsidiary to the Unsecured Lenders in connection with the Transaction Agreements contain any untrue statement of a material fact or omit to state any material fact necessary to make such statement or representation not misleading to an Unsecured Lender seeking full information as to the Parent Company and the properties, financial condition, prospects, businesses and affairs thereof. The Parent Company has made available to the Unsecured Lenders all the information reasonably available to the Parent Company that the Unsecured Lenders have requested. There is no fact which the Parent Company has not disclosed to the Unsecured Lenders and of which the Parent Company is aware which materially and adversely affects or is reasonably likely to materially and adversely affect the Business.

4.16 FINANCIAL, TAX AND DISCLOSURE MATTERS

(a) Except as disclosed on Schedule 4.16, all Taxes due and payable by the Parent Company or any of its subsidiaries have been paid or accrued, except where the failure to pay such Taxes would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. All Tax returns, declarations, remittances and filings required to be filed by the Parent Company and each of its subsidiaries, including Forms 8275 and 8300 as required by the U.S. Tax Code, have been timely filed with all appropriate Governmental Bodies and all such returns, declarations, remittances and filings are complete and accurate and no material fact or facts have been omitted therefrom which would make any of them misleading, except where the failure to file such documents would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. Except as disclosed on Schedule 4.16, no examination of any tax return of the Parent Company or any of its subsidiaries is currently in progress and there are no issues or disputes outstanding with any Governmental Body respecting any Taxes that have been paid, or may be payable, by the Parent Company or any of its subsidiaries, in any case except where such examinations, issues or disputes would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. Except as disclosed on Schedule 4.16, there are no Liens or claims pending or, to the knowledge of the Parent Company or the Issuer, threatened against the Parent Company or any Subsidiary in respect of Taxes. There are no outstanding Tax sharing agreements or other such arrangements between the Parent Company or the Issuer or any other Person.

(b) The financial statements of the Parent Company as at and for the years ended December 31, 2018, December 31, 2019, December 31, 2020 and December 31, 2021 (together, the "**Financial Statements**") have been prepared in accordance with IFRS or GAAP, as applicable, and present fairly, in all material respects, the financial condition of the Parent Company and its subsidiaries as at the dates thereof and the results of the operations and cash flows of the Parent Company and its subsidiaries for the periods then-ended and contain and reflect adequate provisions or allowance for all reasonably anticipated liabilities, expenses and losses of the Parent Company and its subsidiaries that are required to be disclosed in such Financial Statements and there has been no material change in accounting policies or practices of the Parent Company or any Subsidiary since December 31, 2021, except as has been publicly disclosed in the Parent Company's publicly filed documents available under the Parent Company's issuer profile on SEDAR or EDGAR (the "**Disclosure Documents**") and Schedule 4.16.

(c) The Parent Company's auditors, who audited the Financial Statements (as applicable) and who provided their audit report thereon, are independent public accountants as required under applicable securities Laws and there has never been a reportable event (within the meaning of NI 51-102) between the Parent Company and the Parent Company's auditors.

(d) Other than as set out in the Disclosure Documents and Schedule 4.16, none of the directors, officers or employees of the Parent Company or any of its subsidiaries or any Person who owns, directly or indirectly, more than 10% of any class of securities of the Parent Company or securities of any Person exchangeable for more than 10% of any class of securities of the Parent Company, or any associate or Affiliate of any of the foregoing had or has any material interest, direct or indirect, in any transaction or any proposed transaction with the Parent Company or any of its subsidiaries.

(e) There are no licensing or legislation, regulation, by-law or other legal requirement of any Governmental Body having lawful jurisdiction over the Parent Company or any of its subsidiaries presently in force or, to its knowledge, proposed to be brought into force, or any pending or contemplated change to any licensing or legislation, regulation, by-law or other legal requirement of any Governmental Body having lawful jurisdiction over the Parent Company or any of its subsidiaries presently in force, that the Parent Company anticipates the Parent Company or any of its subsidiaries will be unable to comply with or which could reasonably be expected to materially adversely affect the business of the Parent Company or any of its subsidiaries or the business environment or legal environment under which such entity operates.

(f) There are no material liabilities of the Parent Company or any of its subsidiaries whether direct, indirect, absolute, contingent or otherwise required to be disclosed in the Financial Statements that are not disclosed or reflected in the Financial Statements, except those disclosed in the Disclosure Documents and Schedule 4.16.

(g) There are no off-balance sheet transactions, arrangements or obligations (including contingent obligations) of the Parent Company or any of the Subsidiaries with unconsolidated entities or other Persons.

(h) The Parent Company maintains a system of internal accounting controls sufficient to provide reasonable assurances that: (A) transactions are executed in accordance with management's general or specific authorization, and (B) transactions are recorded as necessary to permit preparation of financial statements in conformity with GAAP and to maintain accountability for assets.

(i) The Parent Company: (A) has designed disclosure controls and procedures to provide reasonable assurance that financial information relating to the Parent Company and each subsidiary is accurate and reliable, is made known to the Chief Executive Officer and Chief Financial Officer of the Parent Company by others within those entities, particularly during the period in which filings are being prepared, (B) has designed internal controls to provide reasonable assurance regarding the accuracy and reliability of financial reporting and the preparation of financial statements for external purposes in accordance with GAAP, and (C) has disclosed in the management's discussion and analysis for its most recently completed financial year, for each material weakness relating to such design existing at the financial year-end (x) a description of the material weakness, (y) the impact of the material weakness on the Parent Company's financial reporting and internal controls over financial reporting, and (z) the Parent Company's further plans, if any, or any actions already undertaken, for remediating the material weakness.

4.17 SEPARATE ENTITIES; SUFFICIENT CAPITAL; SOLVENCY

(a) Each Credit Party and each of their respective subsidiaries which currently has any operations maintains a separate bank account, if possible, taking into consideration certain banking restrictions on entities operating in the cannabis industry. Each Credit Party or Subsidiary that currently does not have operations and does not have a separate bank account hereby covenants and agrees that prior to beginning any operations, such Credit Party or Subsidiary shall take commercially reasonable efforts to open a separate bank account for itself.

(b) The Credit Parties and Subsidiaries do not comingle their assets, and each Credit Party and each Subsidiary maintains separate ownership of its assets and operate its business as a separate and distinct operation from any of their Affiliates.

(c) Each Credit Party and each Subsidiary separately maintains sufficient capital and liquid resources to operate its business. On the Closing Date, each Credit Party and each Subsidiary is, or, upon the completion of all transactions contemplated by this Agreement, the Secured Debenture Purchase Agreement, the Restructuring Support Agreement and the Plan of Arrangement, will be Solvent.

4.18 MARGIN REGULATIONS; INVESTMENT COMPANY ACT

Neither the Parent Company nor any other Credit Party or Subsidiary is an "investment company" or a company "controlled" by an "investment company" or a "subsidiary" of an "investment company", within the meaning of the U.S. Investment Company Act of 1940. Neither the Parent Company nor any other Credit Party or Subsidiary is engaged principally, or as one of its important activities, in the business of extending credit for the purpose of purchasing or carrying "margin stock" as defined in Regulation T, U or X of the Board of Governors of the Federal Reserve System or any successor thereto ("**Margin Stock**"). No portion of the Obligations is secured directly or indirectly by Margin Stock.

4.19 COVENANTS OF THE CREDIT PARTIES

Until the Obligations are paid in full, or such other period as indicated below (including, without limitation, as provided in Article 7):

(a) Securities Filings. The Parent Company will, within the required time, file with any applicable Securities Commission or other securities agency, any documents, reports and information, in the required form, required to be filed by applicable securities Laws in connection with the issuance of the Unsecured Debentures and the transactions contemplated by the Restructuring Support Agreement and the Plan of Arrangement, together with any applicable filing fees and other materials.

(b) Other Information. The Parent Company will promptly deliver to the Unsecured Lenders such additional information regarding the business, legal, financial or corporate affairs of the Credit Parties or any of their respective subsidiaries, or compliance with the terms of the Transaction Agreements, as any Unsecured Lender may from time to time reasonably request. Within thirty (30) days after the end of each calendar month, the Parent Company shall provide to the Unsecured Lenders the same financial monthly information as the Parent Company's management provides to the board of directors, which information will include, to the extent available, a consolidated balance sheet of the Parent Company and its subsidiaries as at the end of such month and the related consolidated statements of income or operations for such month and the portion of the fiscal year then ended, setting forth in comparative form, in each case, commencing with the month in which the Closing Date occurs, the figures for the corresponding month of the previous fiscal year and the corresponding portion of the previous fiscal year, and statements of members' equity for the current month and consolidated statement of cash flows for the portion of the fiscal year then ended, setting forth in each case in comparative form, commencing with the month in which the Closing Date occurs, the figures for the corresponding portion of the previous fiscal year, all in reasonable detail.

(c) Notices. Promptly after an officer of any Credit Party or any Subsidiary has obtained knowledge thereof, notify the Unsecured Lenders in writing: (i) of the occurrence of any Event of Default occurring after the date hereof; (ii) of any matter that has resulted or could reasonably be expected to result in a Material Adverse Effect; (iii) of the filing or commencement of any action, suit, litigation or proceeding, whether at law or in equity by or before any Governmental Body, (1) against the Parent Company or any of the subsidiaries thereof that could reasonably be expected to result in a Material Adverse Effect or (2) with respect to any Transaction Agreement; and (iv) the institution of any steps by any Credit Party, any Subsidiary, or any member of the Controlled Group or any other Person to terminate any Pension Plan or any Canadian Pension Plan, or the failure of any Credit Party, any Subsidiary or any member of the Controlled Group or any other Person to make a required contribution to any Pension Plan (if such failure is sufficient to give rise to a Lien under Section 303(k) of ERISA or Section 430(k) of the U.S. Tax Code) or to any Multiemployer Pension Plan or a failure to make a required contribution to or pay a due and owing assessment with respect to any Canadian Pension Plan under equivalent applicable Canadian federal or provincial Laws, or the taking of any action with respect to a Pension Plan which could reasonably be expected to result in the requirement that any Credit Party or any Subsidiary furnish a bond or other security to the PBGC or such Pension Plan, or the occurrence of any event with respect to any Pension Plan or Multiemployer Pension Plan which could reasonably be expected to result in the incurrence by any Credit Party or any Subsidiary of any material liability, fine or penalty (including any claim or demand for withdrawal liability or partial withdrawal from any Multiemployer Pension Plan), or any material increase in the contingent liability of any Credit Party, any Subsidiary, or any member of the Controlled Group with respect to any post-retirement welfare plan benefit, or any notice that increased contributions may be required by a Credit Party, a Subsidiary or any member of the Controlled Group with respect to a Multiemployer Pension Plan to avoid a reduction in plan benefits or the imposition of an excise tax, that any such plan is or has been funded at a rate less than that required under Sections 412 or 431 of the U.S. Tax Code, that any such plan is or may be terminated, or that any such plan is or may become insolvent. Each of the foregoing notices shall be accompanied by a written statement of an officer of the Parent Company (x) that such notice is being delivered pursuant to Sections 4.19(c)(i), (ii), (iii) or (iv) (as applicable) and (y) setting forth details of the occurrence referred to therein and stating what action the Parent Company has taken and propose to take with respect thereto.

(d) Reporting Issuer. The Parent Company will continue to be a reporting issuer in good standing in each of the Qualifying Provinces, and the Parent Company will cause its Common Shares to continue to be listed for trading on the CSE or quoted on the OTC or such other exchange as the Requisite Unsecured Lenders may consent to in writing from time to time.

(e) Books and Records; Inspections. The Parent Company will, and will cause each of its subsidiaries to: (i) maintain complete and accurate books and records and permit the Unsecured Lenders to have access to such books and records; (ii) permit, and cause each subsidiary to permit, the Unsecured Lenders to inspect the properties and operations of the Parent Company and each of its subsidiaries on reasonable advance notice and during normal business hours. The Parent Company shall permit and will cause each of its subsidiaries to permit up to one such inspection per fiscal quarter at the Credit Parties' sole expense. If an Event of Default shall have occurred and be continuing, the Unsecured Lenders may conduct additional inspections in their sole discretion, each at the Parent Company's sole expense.

(f) Preservation of Existence; Maintenance of Properties. Except to the extent that failure to do so could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, each Credit Party and each Subsidiary shall (i) preserve, renew and maintain in full force and effect its legal existence under the laws of the jurisdiction of its organization; (ii) take all reasonable action to maintain all rights, privileges (including its good standing where applicable in the relevant jurisdiction), Permits, Licenses and franchises necessary or desirable in the normal conduct of its business; and (iii) maintain, preserve and protect all of its material tangible or intangible properties and equipment necessary in the operation of its business in good working order, repair and condition, ordinary wear and tear excepted and fire, casualty or condemnation excepted.

(g) Maintenance of Insurance. Each Credit Party and each Subsidiary shall maintain with financially sound and reputable insurance companies, insurance with respect to its properties and business against loss or damage of the kinds customarily insured against by Persons engaged in the same or similar business, of such types and in such amounts (after giving effect to any self-insurance reasonable and customary for similarly situated Persons engaged in the same or similar businesses as the Credit Parties and Subsidiaries) as are customarily carried under similar circumstances by such other Persons. If any portion of any Mortgaged Property is at any time located in an area identified by the Federal Emergency Management Agency (or any successor agency) as a special flood hazard area with respect to which flood insurance has been made available under the National Flood Insurance Act of 1968 (as now or hereafter in effect or successor act thereto), then the Parent Company shall, or shall cause each Credit Party and Subsidiary to (1) maintain, or cause to be maintained, with a financially sound and reputable insurer, flood insurance in an amount and otherwise sufficient to comply with all applicable rules and regulations promulgated pursuant to the Flood Insurance Laws and (2) deliver to the Unsecured Lenders evidence of such compliance in form and substance reasonably acceptable to the Unsecured Lenders. Following the Closing Date, the Parent Company shall deliver to the Unsecured Lenders annual renewals of such flood insurance.

(h) Payment of Taxes and Other Obligations. Except as disclosed in Schedule 4.16, each Credit Party and each Subsidiary shall pay, discharge or otherwise satisfy as the same shall become due and payable in the normal conduct of its business, all its obligations and liabilities in respect of Taxes imposed upon it or upon its income or profits or in respect of its property and other governmental charges against it or any of its property, as well as claims of any kind which, if unpaid, could become a Lien on any of its property, except, in each case, (i) to the extent any such Tax is being contested in good faith and by appropriate proceedings for which appropriate reserves have been established in accordance with GAAP or (ii) if such failure to pay or discharge such obligations and liabilities could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(i) Compliance with Laws. Each Credit Party and each Subsidiary shall comply with the requirements of all Laws and all orders, writs, injunctions and decrees applicable to it or to its business or property, except if the failure to comply therewith could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(j) Compliance with Environmental Laws. Except, in each case, to the extent that the failure to do so could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, each Credit Party and each Subsidiary shall comply, and take all commercially reasonable actions to cause all lessees and other Persons operating or occupying its properties to comply with all applicable Environmental Laws and Environmental Permits; obtain, maintain and renew all Environmental Permits necessary for its operations and properties; and, in each case to the extent the Credit Parties or the Subsidiaries are required by Environmental Laws, conduct any investigation, remedial or other corrective action necessary to address Hazardous Materials at any property or facility in accordance with applicable Environmental Laws.

(k) Employee Benefit Plans. The Parent Company shall:

(i) Maintain, and cause each other Credit Party, each Subsidiary and each member of the Controlled Group to maintain, each Pension Plan in substantial compliance with all applicable requirements of law and regulations;

(ii) Make, and cause each other Credit Party, each Subsidiary and each member of the Controlled Group to make, on a timely basis, all required contributions to any Multiemployer Pension Plan;

(iii) Not, and not permit any other Credit Party, any Subsidiary or any member of the Controlled Group to (A) seek a waiver of the minimum funding standards of ERISA, (B) terminate or withdraw from any Pension Plan or Multiemployer Pension Plan or (C) take any other action with respect to any Pension Plan that could reasonably be expected to entitle the PBGC to terminate, impose liability in respect of, or cause a trustee to be appointed to administer, any Pension Plan, unless the actions or events described in clauses (A), (B) and (C) individually or in the aggregate could not have a Material Adverse Effect; and

(iv) Not, and not permit any other Credit Party or any Subsidiary to terminate any Canadian Pension Plan, unless such termination could not reasonably be expected to have a Material Adverse Effect.

(l) Dividends. The Parent Company will not declare or pay any dividend or other distribution either in cash or in kind, except in connection with the ordinary cash management procedures between the Parent Company and its direct and indirect subsidiaries and affiliates or any intercompany dividends or distributions made that are consistent with past practice, provided that no such dividends or distributions shall be made to an entity that is not subject to the Liens in favour of the Secured Lenders and/or the Collateral Agent.

(m) Redemptions; Prepayments. The Parent Company will not, and will not permit any of its subsidiaries to make an issuer bid or otherwise redeem any outstanding securities of the Parent Company or any of its subsidiaries, or prepay, redeem, purchase or otherwise satisfy prior to the scheduled maturity in any manner any Indebtedness, including, without limitation, the Secured Debentures, other than in accordance with the terms of the Transaction Agreements and the Secured Transaction Agreements (it being understood that payments of regularly scheduled principal and interest on Indebtedness permitted under Section 4.19(o) shall be permitted).

(n) Liens. Other than and as permitted by the Transaction Agreements, none of the Credit Parties nor any of the Subsidiaries will create or permit to exist any Lien with respect to any assets now owned or hereafter acquired by any Credit Party or any Subsidiary, except the following Liens (herein collectively called the "**Permitted Liens**"): (a) Liens granted in connection with the acquisition of property after the date hereof and attaching only to the property being acquired, if the indebtedness secured thereby neither exceeds such property's fair market value at the time of acquisition thereof nor exceeds $750,000 in the aggregate for the Parent Company and its Subsidiaries collectively at any one time outstanding, (b) Liens for taxes, set forth in Schedule 4.16, current taxes and duties, in each case not yet due or delinquent or for taxes being contested in good faith by appropriate proceedings, for which adequate reserves have been established in accordance with GAAP, (c) Liens imposed by law, such as mechanics', workers', materialmen's, carriers' or other like liens (excluding Liens arising under ERISA) (i) which arise in the ordinary course of business for sums not due or sums which the Parent Company is contesting in good faith by appropriate proceedings, for which adequate reserves have been established in accordance with GAAP, or (ii) which are set forth on Schedule 4.19(n), (d) Liens incurred in the ordinary course of business in connection with workers' compensation, unemployment insurance and other statutory obligations, (e) easements, rights of way, restrictions and other similar charges or encumbrances with respect to real property not interfering in any material respect with the ordinary conduct of the Business, (f) present or future zoning laws and ordinances or other laws and ordinances restricting the occupancy, use or enjoyment of real property, (g) deposits or pledges to secure bids, tenders, contracts (other than contracts for the payment of money), leases statutory obligations, surety and appeal bonds, and other obligations of like nature arising in the ordinary course of business, (h) bankers Liens, rights of setoff and other similar Liens existing solely with respect to cash and cash equivalents on deposit in one or more accounts maintained by any Credit Party or any Subsidiary, in each case granted in the ordinary course of business in favour of the bank or banks with which such accounts are maintained, securing amounts owing to such bank with respect to cash management and other account arrangements; (i) Liens described in Schedule 4.19(n), (j) Liens in favour of lessors securing operating leases; (k) Liens in favour of the Secured Lenders or the Collateral Agent as security for the obligations under the Secured Transaction Agreements (and for certainty in the case of the principal component thereof, up to but not exceeding the Maximum Secured Principal Amount and such principal amount reducing thereafter for and on account of any principal payments received by the Secured Lenders from time to time); (l) Liens securing the MPX Obligations; and (m) Liens securing the New Jersey Debt.

(o) Indebtedness. The Parent Company shall not incur, create, assume, become or be responsible in any manner, whether as debtor, obligor, guarantor, surety or otherwise, with respect to, or permit any of its subsidiaries to incur, create, assume, become or be liable in any manner, whether as debtor, obligor, surety or otherwise, with respect to, any Indebtedness at any one time outstanding, except (i) the Obligations, (ii) debt existing prior to the Closing Date as set forth on Schedule 4.19(o) or substantially similar replacement debt, with a term to maturity no earlier than the maturity date of the debt proposed to be replaced, (iii) liabilities for trade accounts and accrued expenses payable in the ordinary course of business, including amounts that are over 90 days past due of up to $1,000,000.00 (excluding fees and expenses of Company Advisors (as defined in the Plan of Arrangement) in connection with the Recapitalization Transaction or other advisors of the Credit Parties in connection with matters disclosed on Schedules 4.9(m) and 4.10(a) hereof, Deferred Professional Fees (as defined in the Secured Debenture Purchase Agreement), accrued and unpaid interest thereon and any other fees and expenses provided for under Article 17 of this Agreement and the Secured Debenture Purchase Agreement) in the aggregate at any given time, (iv) the MPX Obligations, (v) the New Jersey Debt; (vi) liabilities (other than rent, triple net rent expenses, and guarantees incurred in the ordinary course of business) incurred or provided under lease agreements in the ordinary course of business and on arm's length terms consistent with market conditions, in an amount not to exceed $750,000 in the aggregate for the Parent Company and its Subsidiaries collectively at any one time outstanding; and (vii) the Secured Debentures (and for certainty the principal amount owing thereunder up to but not exceeding the Maximum Secured Principal Amount and such principal amount reducing thereafter for and on account of any principal payments received by the Secured Lenders from time to time) and other obligations under the Secured Transaction Agreements.

(p) Investments. Except as disclosed in Schedule 4.19(p), the Parent Company shall not make or permit to exist any loans or advances to, or investments in, any other Person, except for (a) loans or advances to employees that do not, in the aggregate, exceeds $100,000 outstanding at any time, (b) investments in obligations of the United States of America and agencies thereof and obligations guaranteed by the United States of America maturing within one year from the date of acquisition, (c) certificates of deposit, time deposits or repurchase agreements issued by commercial banks organized under the laws of the United States of America (or any state thereof) and having a combined capital surplus, and undivided profits of not less than $250,000,000, by any other domestic depository institution if such certificates of deposit are fully insured by the Federal Deposit Insurance Corporation, or by any Canadian chartered bank whose deposits are insured by the Canada Deposit Insurance Corporation, (d) commercial paper, maturing not more than nine months from the date of issue, provided that, at the time of purchase, such commercial paper is rated not lower than "P-1" or the then-equivalent rating by Moody's Lender's Service or "A-1" or the then-equivalent rating by Standard & Poor's Corporation or, if both such rating services are discontinued, by such other nationally recognized rating service or services, as the case may be, as the Parent Company shall select with the Requisite Unsecured Lenders' consent, (e) bonds the interest on which is excludable from federal gross income under Section 103(a) of the U.S. Tax Code having a long-term rating of not less than "A" by Moody's or S&P or a short term rating of not less than "M1G-1" or "P-1" by Moody's or "A-1" by S&P, (f) investments in regulated money market funds invested in U.S. securities in amounts in the aggregate not exceeding $500,000 or (g) investments, loans or other advances described in reasonable detail in Schedule 4.19(p) in existence on the Closing Date.

(q) Transactions with Affiliates. Except for the transactions described in Schedule 4.19(q), none of the Credit Parties nor any Subsidiaries shall enter into any transaction with any Affiliate that is not a subsidiary of the Parent Company, including, without limitation, the purchase, sale or exchange of property or the rendering of any service to any Affiliate that is not the Parent Company or one of its subsidiaries, except in the ordinary course of business consistent with past practices of the Business and on terms substantially as favorable to such Credit Party as would be obtainable by such Credit Party or Subsidiary at the time in a comparable arm's-length transaction with a Person other than an Affiliate.

(r) Permitted Subsidiary Change of Control Transactions. Except as set forth in Schedule 4.19(r), the Parent Company shall not, and shall not permit any Subsidiary to, enter into any Change of Control Transaction, or to make any filing or take any creditor protection action relating to the Parent Company or of its subsidiaries, including any action or filing under Debtor Relief Laws.

(s) Solvency; No Comingling. Each Credit Party and each of their respective Subsidiaries shall be Solvent at all times from and after the Closing Date, assuming the completion of all transactions contemplated by this Agreement, the Secured Debenture Purchase Agreement, the Restructuring Support Agreement and the Plan of Arrangement. Each Credit Party and each of their respective Subsidiaries maintains a separate bank account, to the extent a bank account is reasonably necessary for the ordinary course business of such Credit Party or Subsidiary. None of the Credit Parties or their respective Subsidiaries shall comingle its assets with the assets of any other Person, and each Credit Party and their respective Subsidiaries shall maintain separate ownership of its assets and operate its business as a separate and distinct operation from any of its Affiliates and any other Person. Each Credit Party and each of their respective Subsidiaries shall separately maintain sufficient capital and liquid resources to operate its business.

(t) Use of Proceeds. The Proceeds shall not be used for any purpose other than (i) any purpose set forth on Schedule 4.19(t), (ii) to pay fees, costs and expenses due and payable under the Transaction Agreements and the Secured Transaction Agreements, (iii) to pay other costs and expenses incurred in connection with the issuance of the Unsecured Debentures and in connection with the Plan of Arrangement and Restructuring Support Agreement generally, and (iv) for working capital and general corporate purposes.

(u) Change in Nature of Business. The Parent Company shall not, nor shall the Parent Company permit any of the Subsidiaries to, directly or indirectly, engage in any material line of business substantially different from those lines of business conducted by the Credit Parties or the Subsidiaries on the Closing Date or any business reasonably related, complementary, synergistic or ancillary thereto or reasonable extensions thereof.

(v) Changes to Certain Documents. The Parent Company shall not, nor shall it permit any of the Subsidiaries to amend, modify or change any material terms of any agreement, instrument or other document (i) between a Credit Party or a Subsidiary and any Person that is not a Credit Party and holds a License, (ii) between a Credit Party or a Subsidiary and an Affiliate of any Credit Party or Subsidiary, or (iii) constituting an organizational, governing or constating document of any Credit Party or any Subsidiary, in each case with respect to the foregoing clauses (i)-(iii) in a manner that could reasonably be expected to be, taken as a whole, adverse to the interests of any Unsecured Lender, without the prior written consent of the Requisite Unsecured Lenders.

(w) Liquidity. The Credit Parties hereby covenant and agree that, unless the Requisite Unsecured Lenders provide their prior written consent, the Credit Parties and the Subsidiaries collectively will have, at all times while any Unsecured Debenture is outstanding, not less than $1,000,000 in unencumbered cash in the accounts of the Credit Parties and the Subsidiaries collectively or the account of the Issuer and such funds shall constitute an "asset" of the Parent Company for purposes of GAAP.

(x) Limitation on Activities of the Parent Company. The Parent Company will not engage at any time in any business or business activity other than (i) ownership of the Equity Interests in the Issuer and the Subsidiaries, together with activities related thereto, (ii) performance of its obligations under and in connection with the Transaction Agreements, the Secured Transaction Agreements, and the other agreements contemplated hereby and thereby and the incurrence and performance of Obligations permitted to be incurred by it under Section 4.19(q), (iii) issuance of Equity Interests and activities in connection therewith and related thereto, (iv) capital markets activities, (v) activities expressly permitted or required hereunder and (vi) as otherwise required by Law.

(y) Registration of Securities. The Parent Company shall provide written notice to the Unsecured Lenders at least thirty (30) days prior to the registration of any securities with the U.S. Securities and Exchange Commission or any other applicable securities commission and/or the filing of a prospectus or any other document with any Securities Commission in relation to the distribution of a security by the Parent Company.

(z) Asset Dispositions. Except as set forth in Schedule 4.19(z) or as otherwise specifically permitted under this Agreement or any other Transaction Agreement, no Credit Party shall sell, lease, assign, transfer or otherwise dispose of any of its assets, including any disposition of its capital stock, whether now owned or hereafter acquired, except for dispositions of assets in the ordinary course of business consistent with past practice.

(aa) Board Observer. The Unsecured Lenders are and shall be irrevocably and unconditionally (subject to the express terms hereof) granted the right to appoint one non-voting observer to the Parent Company's board of directors (an "**Observer**"). The identity of the Observer will be determined by those Unsecured Lenders holding at least 50.1% of the principal amount of the Unsecured Debentures held by Unsecured Lenders collectively. The Observer shall be provided with notice of, and relevant materials to be considered at, all meetings of the board of directors of the Parent Company (and all subcommittees thereof) and shall be entitled to attend and participate (other than voting) in all meetings of the Parent Company's board of directors (and all subcommittees thereof); provided, however, that the Observer will be subject to the same obligations of confidentiality to which all of the Parent Company's board members are subject, and the Unsecured Lenders acknowledge and agree that the Observer shall each recuse himself/herself from any portion of any meeting that pertains to the Unsecured Lenders or their respective affiliates (other than in respect of the Unsecured Debentures). The Observer may participate in the discussions of matters brought to the Parent Company's board of directors provided that such Observer shall have no voting rights. The Observer shall also be entitled to the same indemnification, insurance and other protections to which the other members of the Parent Company's board are entitled. The Parent Company shall reimburse the Observer for the reasonable out-of-pocket expenses incurred by such Observer in connection with satisfying his or her role as Observer, up to a maximum amount of $25,000 in any 12-month period, unless otherwise agreed in writing between the Parent Company and an Observer. The Requisite Unsecured Lenders may replace the Observer with a different Observer at any time in their sole discretion by providing written notice thereof to the Parent Company. Each Observer shall enter into a customary form of board observer agreement with the Parent Company and the Collateral Agent prior to, concurrently with, or as soon as practicable after the appointment as an Observer.

ARTICLE 5
REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE UNSECURED LENDERS

Each Unsecured Lender represents and warrants as of the date hereof, and covenants to the Parent Company, and acknowledges that the Parent Company is relying upon the following representations, warranties and covenants in connection with the transactions contemplated hereby:

5.1 ENTITY POWER

Such Unsecured Lender has the power and capacity to enter into, and to perform its obligations under each of the Transaction Agreements to which it is a party.

5.2 AUTHORIZATION

Each of the Transaction Agreements to be executed and delivered by such Unsecured Lender has been duly authorized, executed and delivered by such Unsecured Lender and constitutes a valid and binding obligation of such Unsecured Lender enforceable against it in accordance with its terms subject, however, to the customary limitations with respect to Debtor Relief Laws and with respect to the availability of equitable remedies.

5.3 NO CONTRAVENTION

Neither the entering into nor the delivery of the Transaction Agreements to be executed and delivered by such Unsecured Lender nor the performance by such Unsecured Lender of any of its obligations under the Transaction Agreements will contravene, breach or result in any default under, or result in the creation of any lien or encumbrance under, or relieve any Person from its obligations under:

(a) the organizational documents of such Unsecured Lender;

(b) any mortgage, lease, contract, other legally binding agreement, instrument, licence or permit, to which such Unsecured Lender is a party or by which it may be bound; or

(c) any applicable Law, statute, regulation, rule, order, decree, judgment, injunction or other restriction of any Governmental Body to which such Unsecured Lender is subject.

5.4 SECURITIES MATTERS

(a) In the case of a subscription for the Unsecured Debentures as trustee or agent, such Unsecured Lender is the duly authorized trustee or agent of the disclosed beneficial purchaser with due and proper power and authority to execute and deliver, on behalf of each such beneficial purchaser, the Transaction Agreements, to agree to the terms and conditions herein and therein set out and to make the representations, warranties, acknowledgements and covenants herein and therein contained, all as if each such beneficial purchaser were the purchaser and such Unsecured Lender's actions as trustee or agent are in compliance with applicable Law and such Unsecured Lender and each beneficial purchaser acknowledges that the Parent Company is required by Law to disclose to certain regulatory authorities the identity of each beneficial purchaser of Unsecured Debentures for whom it may be acting.

(b) Such Unsecured Lender acknowledges that none of the Unsecured Debentures have been or will be registered under the U.S. Securities Act or any applicable state securities Laws and will be issued by the Issuer in reliance on the Section 3(a)(10) Exemption. Solely with respect to affiliates of the Parent Company or Issuer, the Unsecured Debentures may be deemed "restricted securities" within the meaning of Rule 144 under the U.S. Securities Act and therefore may not be offered or sold by it, directly or indirectly, in the United States without registration under United States securities Laws, except in limited circumstances, and the Unsecured Lender understands that the Unsecured Debentures may each contain a legend in respect of such restrictions.

(c) The delivery of this Agreement, the acceptance of it by the Parent Company and the Issuer and the issuance of the Unsecured Debentures, to the Unsecured Lender complies with all applicable Laws of the Unsecured Lender's domicile and all other applicable Laws and will not cause the Parent Company or the Issuer to become subject to or comply with any disclosure, prospectus or reporting requirements under any such applicable Laws.

(d) Such Unsecured Lender acknowledges and agrees that it has been notified by the Parent Company (i) of the delivery to the OSC of personal information pertaining to the Unsecured Lender including, without limitation, the full name, address and telephone number of the Unsecured Lender, the number and type of securities acquired and the total purchase price paid in respect of the Unsecured Debentures, (ii) that this information is being collected indirectly by the OSC under the authority granted to it in securities Laws, (iii) that this information is being collected for the purposes of the administration and enforcement of the securities Laws of Ontario, and (iv) that the title, business address and business telephone number of the public official in Ontario who can answer questions about the OSC's indirect collection of the information is the Administrative Assistant to the Director of Corporate Finance, the Ontario Securities Commission, Suite 1903, Box 55, 20 Queen Street West, Toronto, Ontario M5H 3S8, Telephone: (416) 593-8086, Facsimile: (416) 593-8252, and (v) the Unsecured Lender hereby authorizes the indirect collection of the information by the OSC.

(e) Such Unsecured Lender acknowledges and agrees that:

(i) the Parent Company has advised such Unsecured Lender, that the Parent Company is relying on an exemption from the requirements to provide such Unsecured Lender with a prospectus and to sell securities through a person or company registered to sell securities under the *Securities Act* (Ontario) and other applicable securities Laws and, as a consequence of acquiring the Unsecured Debentures pursuant to this exemption, certain protections, rights and remedies provided by the *Securities Act* (Ontario) and other applicable securities laws, including statutory rights of rescission or damages, will not be available to them; and

(ii) the Transaction Agreements require it to provide certain Personal Information to the Parent Company. Such information is being collected and will be used by the Parent Company for the purposes of completing the proposed issuance of the Unsecured Debentures, which includes, without limitation, determining such Unsecured Lender's eligibility to acquire such securities under applicable Laws and preparing and registering certificates representing the Unsecured Debentures. Each Unsecured Lender agrees that its Personal Information may be disclosed by the Parent Company to: (A) applicable securities regulatory authorities, (B) the Parent Company's registrar and transfer agent, if any, and (C) any of the other parties involved in the proposed transaction, including legal counsel, and may be included in record books in connection with the transaction. In addition, such Unsecured Lender acknowledges, agrees and consents to the collection, use and disclosure of Personal Information by the Parent Company for corporate finance and shareholder communication purposes or such other purposes as are necessary to the Parent Company's Business.

5.5 APPLICATION OF PROCEEDS

The Unsecured Lenders hereby agree that all payments received from the Issuer or any Credit Party under the Unsecured Debentures shall be applied in the following order of priority (the "**Application of Payments Provision**"):

FIRST, to the payment of costs and expenses of the Unsecured Lenders in connection with its exercise of remedies and enforcing or collecting the Obligations;

SECOND, to the payment of costs and expenses of the Unsecured Lenders in connection with their rights, the exercise of remedies, and enforcing or collecting the Obligations, ratably in respect of the principal amount of Unsecured Debentures then held by each such Unsecured Lender;

THIRD, to the payment of accrued but unpaid interest with respect to the Unsecured Debentures (excluding interest which has been added to the principal amount thereof, in accordance with its terms), ratably in respect of the principal amount of Unsecured Debentures then held by the Unsecured Lenders; and

FOURTH, to the payment of the outstanding principal amount of the Unsecured Debentures then outstanding, ratably in respect of the principal amount of Unsecured Debentures then held the Unsecured Lenders.

Each Credit Party agrees to make payments under the Unsecured Debentures in accordance with the foregoing Application of Payments Provision. To the extent any Unsecured Lender receives any payment under the Unsecured Debentures which does not comply with the foregoing Application of Payments Provision, such Unsecured Lender shall segregate and hold such payment in trust for the benefit of, and immediately pay over to, the other Unsecured Lenders, to be applied in accordance with the Application of Proceeds Provision, in the same form as received, with any necessary endorsements. Each Unsecured Lender hereby authorizes the foregoing payment provisions, and such authorization is irrevocable and coupled with an interest.

ARTICLE 6
EVENTS OF DEFAULT

6.1 EVENT OF DEFAULT

Each of the following shall constitute an "**Event of Default**" under this Agreement.

(a) Nonpayment of Loans and Other Liabilities. Default in the payment (i) when due of principal of any Unsecured Debenture, or (ii) of any interest or any fees or any other amounts payable by any Credit Party to any Unsecured Lender hereunder or in the payment of any other Obligations due from any Credit Party to any Unsecured Lender, in each case under this subclause (ii) within three (3) Business Days of being due.

(b) Granting of Security. Any Credit Party or any Subsidiary grants any Lien other than a Permitted Lien.

(c) Nonpayment of Other Indebtedness. Default (after giving effect to any notice and cure periods) with respect to any Indebtedness of the Parent Company or any of its subsidiaries (x) under or pursuant to the Secured Transaction Agreements or (y) otherwise in excess of $500,000 which has not been effectively cured or waived and the obligee of such Indebtedness has the right to accelerate the maturity of the Indebtedness; or default with respect to any other obligations or Indebtedness of the Parent Company or any of its subsidiaries which could reasonably be expected to have a Material Adverse Effect and which has not been effectively cured or waived; or acceleration of the payment of any Indebtedness subordinate to the Obligations, and the obligee with respect thereto has the right to accelerate the maturity of such other Indebtedness, in each case under subclause (y) of this Section 6.1(c) only, if such default remains uncured for ten (10) Business Days.

(d) Other Material Obligations. Default (after giving effect to any notice and cure periods) in the payment when due, or in the performance or observance of, any material obligation of, or condition agreed to by, the Parent Company with respect to any material purchase or lease of goods or services in excess of $500,000 or which could reasonably be expected to have a Material Adverse Effect (except only to the extent that the Parent Company is contesting the existence of any such default in good faith and by appropriate proceedings), in each case under this Section 6.1(d), if such default remains uncured for ten (10) Business Days.

(e) Bankruptcy or Insolvency. The Parent Company or any of its subsidiaries files or has filed against it any action under any Debtor Relief Law, or the Parent Company or any of its subsidiaries institutes or consents to the institution of any proceeding under any Debtor Relief Law, or makes an assignment for the benefit of creditors; or applies for or consents to the appointment of any receiver, trustee, custodian, conservator, liquidator, rehabilitator, administrator, administrative receiver or similar officer for it or for all or any material part of its property; or any receiver, trustee, custodian, conservator, liquidator, rehabilitator, administrator, administrative receiver or similar officer is appointed without the application or consent of such Person and the appointment continues undischarged or unstayed for forty five (45) calendar days; or any proceeding under any Debtor Relief Law relating to any such Person or to all or any material part of its property is instituted without the consent of such Person and continues undismissed or unstayed for forty five (45) calendar days, or an order for relief is entered in any such proceeding.

(f) Representations and Warranties. Any representation or warranty made by any Credit Party in any Transaction Agreement is breached or was false or misleading in any material respect when made, or any schedule, certificate, financial statement, report, notice, or other writing furnished to any Unsecured Lender or by any Credit Party is false or misleading in any material respect on the date as of which the facts therein set forth are stated or certified.

(g) Transaction Agreements. (i) The Parent Company or any Credit Party shall fail to comply with or to perform in any material respect any provision of any of the Transaction Agreements to which it is a party and such failure shall continue beyond any applicable grace or cure period; or any of the Transaction Agreements shall fail to remain in full force and effect except as expressly provided therein, or any action by any Person other than a Credit Party shall be taken to assert the unenforceability or invalidity of any of the Transaction Agreements, in each case under this Section 6.1(g)(i), if such default remains uncured for ten (10) Business Days; or (ii) any action by a Credit Party shall be taken to assert the unenforceability or invalidity of any of the Transaction Agreements.

(h) Intentionally Omitted.

(i) Judgments. There shall be entered against any Credit Party or any Subsidiary one or more judgments or decrees in excess of $500,000 in the aggregate at any one time outstanding for any one or more of such Credit Parties or any Subsidiary or could reasonably be expected to result in a Material Adverse Effect, excluding those judgments or decrees (i) that shall have been stayed, vacated or bonded within thirty (30) days after such judgment or decree has been entered, (ii) that shall have been outstanding less than thirty (30) days from the entry thereof, (iii) for and to the extent to which such Credit Party or applicable Subsidiary is insured and with respect to which the insurer specifically has assumed responsibility in writing (and without any reservation of rights) or (iv) for and to the extent to which the Parent Company is otherwise indemnified if the terms of such indemnification are reasonably satisfactory to the Requisite Unsecured Lenders.

(j) Notice of Tax Lien, Levy, Seizure or Attachment . Except for matters that exist as of the Closing Date or may exist as a result of unpaid state or federal taxes owed as of the Closing Date, which, in each case, are disclosed on Schedule 4.16, a notice of Lien, levy or assessment is filed of record with respect to all or any portion of any assets of any Credit Party or any of its subsidiaries by the United States or Canada, or any department, agency or instrumentality thereof, or by any state, county, municipal or other governmental agency, including, without limitation, the IRS or the PBGC, or any taxes or debts owing to any of the foregoing becomes a Lien or encumbrance upon all or any portion of the assets of any Credit Party or any of its subsidiaries, or the making or any attempt by any Person to make any levy, seizure or attachment upon any of the assets of a Credit Party or any of its subsidiaries (except only to the extent that such Credit Party or such subsidiary is contesting such notice in good faith and by appropriate proceedings), in each case under this Section 6.1(j), if such default remains uncured for ten (10) Business Days.

(k) Inability to Conduct Business and De-Listing. If: (i) the Parent Company or any of its subsidiaries is enjoined, restrained, or in any way prevented by the order of any court or any administrative or regulatory agency from conducting all or any part of its business affairs or loses or has its License revoked, or (ii) hereafter the Common Shares of the Parent Company cease to be traded on the CSE or such other exchange as the Requisite Unsecured Lenders may consent to in writing from time to time, or (iii) hereafter, any cease trade order is obtained from any Governmental Body causing the Parent Company to de-list or ordering the cessation of trading of the Common Shares or precluding the Parent Company from completing an offering of Common Shares (or precluding any Person from completing a secondary offering of Common Shares of the Parent Company) and listing such Common Shares on the CSE or such other exchange as the Requisite Unsecured Lenders may consent to in writing from time to time.

(l) Dissolution of the Parent Company or any Subsidiary. The Parent Company or any Subsidiary involuntarily dissolves or is involuntarily dissolved, or involuntarily terminates its existence or involuntarily has its existence terminated, except for those disclosed on Schedule 4.2.

(m) Change of Control. Except as set forth on Schedule 4.19(r), the occurrence of any Change of Control Transaction unless the Requisite Unsecured Lenders shall have consented to such Change of Control Transaction in writing (which consent shall be made or withheld in the Requisite Unsecured Lenders' sole discretion), unless such Change of Control Transaction occurs after the date that is three years from the Closing Date and provides for the Obligations to be paid in full in which case no consent shall be required.

(n) Material Adverse Effect. A Material Adverse Effect exists or occurs and is continuing.

(o) Pension Plans. (i) Institution of any steps by any Person to terminate a Pension Plan or a Canadian Pension Plan if as a result of such termination any Credit Party or any Subsidiary could reasonably be required to make a contribution to such Pension Plan, or could reasonably incur a liability or obligation to such Pension Plan, in excess of $250,000; (ii) a contribution failure occurs with respect to any Pension Plan sufficient to give rise to a Lien under Section 303(k) ERISA or Section 430(k) of the U.S. Tax Code on the assets of any Credit Party or any Subsidiary or any member of the Controlled Group; (iii) a failure to meet the contribution or other assessment requirements under applicable Canadian federal or provincial Laws with respect to any Canadian Pension Plan; or (iv) there shall occur any withdrawal or partial withdrawal from a Multiemployer Pension Plan and the withdrawal liability (without unaccrued interest) to Multiemployer Pension Plans as a result of such withdrawal (including any outstanding withdrawal liability that any Credit Party or any Subsidiary or any member of the Controlled Group have incurred on the date of such withdrawal) and as to which any Credit Party or any Subsidiary is liable for under ERISA exceeds $250,000.

6.2 ACCELERATION

Upon the occurrence and during the continuance of an Event of Default specified in Section 6.1, all outstanding amounts of principal owing under the Unsecured Debentures and all accrued and unpaid interest on the Unsecured Debentures, and all other amounts owed to the Unsecured Lenders under this Agreement and the Transaction Agreements, shall thereupon become immediately due and payable without presentment, demand, protest, or other notice of any kind, all of which are expressly waived, anything in this Agreement or the Transaction Agreements to the contrary notwithstanding. In addition, upon and during the continuation of an Event of Default, the interest rate under the Unsecured Debentures shall increase by three percent (3%) per annum.

6.3 RIGHTS AND REMEDIES, SUBORDINATION AND STANDSTILL

(a) If any Event of Default shall occur and be continuing then each Unsecured Lender shall have all rights now or hereafter existing under all other applicable Laws, and, subject to any mandatory requirements of applicable Law then in effect, shall have all the rights set forth in this Agreement, the other Transaction Agreements or in any other agreement or document between the parties hereto. No enumeration of rights in this Section 6.3 or anywhere else in this Agreement or in any other agreement or document between the parties hereto shall be construed to in any way limit the rights or remedies of any Unsecured Lender. If any Event of Default described in Section 6.1(e) shall occur, the Obligations shall become immediately and automatically due and payable without presentment, demand, protest or notice of any kind.

(b) In addition to any rights and remedies of the Unsecured Lenders provided by Law, upon the occurrence and during the continuance of any Event of Default, each Unsecured Lender and its Affiliates is authorized at any time and from time to time, without prior notice to the Parent Company, any such notice being waived by the Parent Company (on its own behalf and on behalf of each Credit Party) to the fullest extent permitted by applicable Law, to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held by, and other obligations at any time owing by, such Unsecured Lender and its Affiliates to or for the credit or the account of the respective Credit Parties against any and all Obligations owing to such Unsecured Lender and its Affiliates hereunder or under any other Transaction Agreement, now or hereafter existing, irrespective of whether or not such Unsecured Lender or Affiliate shall have made demand under this Agreement or any other Transaction Agreement and although such Obligations may be contingent or unmatured or denominated in a currency different from that of the applicable deposit or Indebtedness. Each Unsecured Lender agrees promptly to notify the Parent Company and each other Unsecured Lender after any such set off and application made by such Unsecured Lender; provided that the failure to give such notice shall not affect the validity of such setoff and application. The rights of the Unsecured Lenders under this Section 6.3(b) are in addition to other rights and remedies (including other rights of setoff) that the Unsecured Lenders may have.

(c) Notwithstanding anything to the contrary in this Agreement or any other Transaction Agreement, the Unsecured Lenders acknowledge and agree that the Obligations are expressly subordinated in right of payment to the prior payment in full of the "Obligations" as defined in the Secured Debenture Purchase Agreement (and for certainty in respect of the principal component thereof, up to but not exceeding the Maximum Secured Principal Amount and any capitalized interest, and such principal amount reducing thereafter for and on account of any principal payments received by the Secured Lenders from time to time), (collectively referred to in this Section 6.3(c) as the "**Senior Indebtedness**"). By accepting the Unsecured Notes, each Unsecured Lender, for itself and its successors and assigns, expressly for the benefit of the present and future holders of Senior Indebtedness, agrees to and shall be bound by the provisions of this Section 6.3(c).

(i) Notwithstanding anything contained herein to the contrary but in all cases subject to the third sentence in Section 6.1(c)(i), so long as any Senior Indebtedness is outstanding, the Unsecured Lenders shall not take any enforcement action or similar actions to enforce remedies under any Transaction Agreement until 90 days after the Unsecured Lenders shall have given notice to the Collateral Agent of the occurrence of an Event of Default (the "**Standstill Period**"). No payment on account of the principal or interest of the Obligations shall be made, and the Unsecured Lenders shall not be entitled to receive any such payment of principal or interest, if, at the time of such payment or application or immediately after giving effect thereto (A) any default or any condition, event or act, which with notice or lapse of time, or both, would constitute a default, exists under any Secured Transaction Agreement, or (B) such payment would itself constitute a default or an event of default under any Secured Transaction Agreement, unless and until such default or event of default shall have been cured or waived or cease to exist. Notwithstanding anything to the contrary in this Section 6.3(c), at any time during the Standstill Period, the Unsecured Lenders may (1) demand payment of the Obligations and file and defend proofs of claim against the Parent Company or Issuer in any action under any Debtor Relief Law involving Parent Company or Issuer, (2) file any necessary or responsive defensive pleadings, including any such pleadings required to toll any applicable statute of limitations, (3) send or deliver to Parent Company or Issuer a notice of a default, and (4) make submissions in any proceedings including under Debtor Relief Laws and file any pleadings to object to actions taken or proposed to be taken in any such proceedings. Notwithstanding anything contained herein to the contrary, the Standstill Period shall be deemed to be terminated if (y) the Requisite Secured Lenders (as defined in the Secured Debenture Purchase Agreement) have consented to such termination in writing or (z) the Collateral Agent has failed to take any enforcement or remedial action, including delivery of any notice, claim or demand to any Credit Party, with respect to the Event of Default of which the Unsecured Lenders have provided notice within 30 days of such notice.

(ii) In the event of any action under any Debtor Relief Law relative to the Parent Company, Issuer or to their respective creditors, as such, or to their respective property, or in the event of any proceedings for voluntary liquidation, dissolution, or other winding up of the Parent Company or Issuer, whether or not involving insolvency or bankruptcy, the Secured Lenders shall be entitled to receive payment in full of all principal, premium, if any, and interest on all Senior Indebtedness (pro rata to such Secured Lenders on the basis of the respective amounts of Senior Indebtedness held by such Secured Lenders) before any Unsecured Lender is entitled to receive any payment on account of principal or interest of the Obligations and to receive for application in payment thereof any payment or distribution of any kind or character, whether in cash, property or securities (other than equity of the Parent Company or Issuer, as applicable as reorganized or readjusted or securities of the Parent Company, Issuer or any other entity provided for by a plan of reorganization or readjustment, the payment of which is subordinated to the payment of all Senior Indebtedness which may at the time be outstanding) which may be payable or deliverable in any such proceedings in respect of the Senior Indebtedness.

(iii) If, notwithstanding the foregoing, any payment or distribution of assets of the Parent Company or Issuer, whether in cash, property or securities (other than equity of the Parent Company or Issuer, as applicable, as reorganized or readjusted or securities of the Parent Company, Issuer or any other entity provided for by a plan of reorganization or readjustment, the payment of which is subordinated to the payment of all Senior Indebtedness which may at the time be outstanding) shall be received by any Unsecured Lender contrary to the provisions of this Section 6.3(c) before all Senior Indebtedness is paid in full, or provision made for its payment in cash, such payment or distribution shall be held in trust for the benefit of, and shall be paid over or delivered to, the Secured Lenders or their representative(s), or to the trustee or trustees under any indenture under which any instruments evidencing any of such Senior Indebtedness may have been issued, for application to the payment of all Senior Indebtedness remaining unpaid to the extent necessary to pay all such Senior Indebtedness after giving effect to any concurrent payment or distribution, or provision for payment thereof in cash, to the Secured Lenders.

(iv) No right of any present or future Secured Lender to enforce subordination as herein provided shall at any time in any way be prejudiced or impaired by the noncompliance by the Parent Company, Issuer or any of their respective subsidiaries with the terms, provisions and covenants of the Transaction Agreements regardless of any knowledge thereof which any such holder may have or otherwise be charged with. Nothing contained in this Section 6.3(c) or elsewhere in this Agreement or other Transaction Agreements is intended to or shall impair, as between the Parent Company, Issuer, or their respective creditors other than the Secured Lenders, and the Unsecured Lenders, the obligations of the Parent Company and Issuer, which is absolute and unconditional, to pay to the Unsecured Lenders the principal and accrued interest of the Obligations in accordance with the Transaction Agreements, or is intended to or shall affect the relative rights of the Unsecured Lenders and the creditors of the Parent Company or Issuer other than the Secured Lenders.

ARTICLE 7
SURVIVAL OF REPRESENTATIONS, WARRANTIES AND COVENANTS, INDEMNITIES AND AGREEMENTS

Subject to the terms and conditions of this Article 7, all representations and warranties, indemnities and agreements of the parties hereto contained in this Agreement and in all certificates and documents delivered pursuant to or contemplated by this Agreement, shall survive the date hereof and shall continue until the Obligations are paid in full, at which time they shall expire and cease to be of any further force or effect, provided, however, that (a) a claim for any breach of any of the representations and warranties contained in this Agreement or in any certificate or document delivered pursuant to or contemplated by this Agreement involving fraud or fraudulent misrepresentation (as determined by a court of competent jurisdiction) or involving a representation and warranty which the Parent Company knew to be false or incomplete shall survive and continue in full force and effect without limitation of time and (b) all obligations for indemnification and reimbursement of fees and expenses payable hereunder to any Unsecured Lender shall survive the payment in full of the Obligations.

The parties hereto hereby acknowledge that if notice regarding any matter contemplated in this Article 7 is given by any party hereto, acting in good faith, to the others of them within the relevant time period specified in this Article 7, and if before such matter has been fully dealt with pursuant to this Agreement, the relevant time period would expire, the time period in question shall be deemed to be extended (with respect to such matter only) until such matter has been fully dealt with pursuant to this Agreement.

ARTICLE 8
GUARANTEE

8.1 THE GUARANTEE

The Parent Company hereby guarantees, as a primary obligor and not as a surety, to the Unsecured Lenders and their respective successors and permitted assigns, the prompt payment in full in cash when due (whether at stated maturity, by acceleration or otherwise) of all of the Obligations (such Obligations as guaranteed being herein collectively called the "**Guaranteed Obligations**"). The Parent Company hereby agrees that if the Issuer shall fail to pay in full in cash when due (whether at stated maturity, by acceleration or otherwise) any of the Guaranteed Obligations, the Parent Company will promptly pay the same in full in cash, without any demand or notice whatsoever, and that in the case of any extension of time of payment or renewal of any of the Guaranteed Obligations, the same will be promptly paid in full in cash when due (whether at stated maturity, by acceleration or otherwise) in accordance with the terms of such extension or renewal.

8.2 OBLIGATIONS UNCONDITIONAL

(a) The obligations of the Parent Company under Section 8.1 shall constitute a guaranty of payment and not merely of collection and, to the fullest extent permitted by Law, are absolute, irrevocable and unconditional, irrespective of the value, genuineness, validity, regularity or enforceability of the Guaranteed Obligations of the Issuer under this Agreement, or any other agreement or instrument referred to herein or therein, or any substitution, release or exchange of any other guarantee of or security for any of the Guaranteed Obligations, and irrespective of any other circumstance whatsoever that might otherwise constitute a legal or equitable discharge or defense of a surety or the Parent Company (except for payment in full in cash). Without limiting the generality of the foregoing, to the fullest extent permitted by Law, it is agreed that the occurrence of any one or more of the following shall not alter or impair the liability of the Parent Company hereunder, which shall remain absolute, irrevocable and unconditional under any and all circumstances as described above:

(i) at any time or from time to time, without notice to the Parent Company, the time for any performance of or compliance with any of the Guaranteed Obligations shall be extended, or such performance or compliance shall be waived;

(ii) any of the acts mentioned in any of the provisions of this Agreement or any other Transaction Agreement, if any, or any other agreement or instrument referred to herein or therein shall be done or omitted; or

(iii) the maturity of any of the Guaranteed Obligations shall be accelerated, or any of the Guaranteed Obligations shall be amended in any respect, or any right under the Transaction Agreements or any other agreement or instrument referred to herein or therein shall be amended or waived in any respect or any other guarantee of any of the Guaranteed Obligations or any security therefor shall be released or exchanged in whole or in part or otherwise dealt with.

(b) The Parent Company hereby expressly waives, to the fullest extent permitted by applicable Law, diligence, presentment, demand of payment, protest and all notices whatsoever, and any requirement that the Unsecured Lenders must exhaust any right, power or remedy or proceed against the Issuer under this Agreement or any other Transaction Agreement, if any, or any other agreement or instrument referred to herein or therein, or against any other Person under any other guarantee of, or security for, any of the Guaranteed Obligations. The Parent Company waives any and all notice of the creation, renewal, extension, waiver, termination or accrual of any of the Guaranteed Obligations and notice of or proof of reliance by the Unsecured Lenders upon this Guarantee or acceptance of this Guarantee, and the Guaranteed Obligations, and any of them, shall conclusively be deemed to have been created, contracted or incurred in reliance upon this Guarantee, and all dealings between the Issuer and the Unsecured Lenders shall likewise be conclusively presumed to have been had or consummated in reliance upon this Guarantee.

(c) This Guarantee shall be construed as a continuing, absolute, irrevocable and unconditional guarantee of payment without regard to any right of offset with respect to the Guaranteed Obligations at any time or from time to time held by the Unsecured Lenders, and the obligations and liabilities of the Parent Company hereunder shall not be conditioned or contingent upon the pursuit by the Unsecured Lenders or any other Person at any time of any right or remedy against the Issuer, the Parent Company or any other Person which may be or become liable in respect of all or any part of the Guaranteed Obligations or right of offset with respect thereto.

(d) This Guarantee shall remain in full force and effect and be binding in accordance with and to the extent of its terms upon the Parent Company and the successors and assigns thereof, and shall inure to the benefit of the Unsecured Lenders, and its respective successors and assigns, notwithstanding that from time to time during the term of the Unsecured Debentures there may be no Guaranteed Obligations outstanding.

8.3 REINSTATEMENT

The obligations of the Parent Company under this Article 8 shall be automatically reinstated if and to the extent that for any reason any payment by or on behalf of the Issuer in respect of the Guaranteed Obligations is rescinded or must be otherwise restored by any holder of any of the Guaranteed Obligations, whether as a result of any bankruptcy, insolvency, receivership, reorganization or other similar proceeding.

8.4 SUBROGATION

The Parent Company hereby agrees that until the payment and satisfaction in full in cash of all Guaranteed Obligations (other than inchoate or contingent or reimbursable obligations for which no claim has been asserted) and the expiration and termination of this Agreement it shall not exercise any right or remedy, direct or indirect, arising by reason of any performance by it of its guarantee in Section 8.1, whether by subrogation, contribution, reimbursement or otherwise, against the Issuer or the Parent Company of any of the Guaranteed Obligations.

8.5 REMEDIES

The Parent Company agrees that, as between the Parent Company and the Unsecured Lenders, the Obligations of the Issuer under this Unsecured Debenture, if any, may be declared to be forthwith due and payable as provided in this Agreement and for purposes of Section 8.1, notwithstanding any stay, injunction or other prohibition preventing such declaration (or such Obligations from becoming automatically due and payable) as against the Issuer and that, in the event of such declaration (or such Obligations being deemed to have become automatically due and payable), the Guaranteed Obligations (whether or not the Obligations are due and payable by the Issuer) shall forthwith become due and payable by the Parent Company for purposes of Section 8.1.

8.6 INSTRUMENT FOR THE PAYMENT OF MONEY

The Parent Company acknowledges that the guarantee in this Article 8 constitutes an instrument for the payment of money, and consents and agrees that each of the Unsecured Lenders, at its sole option, in the event of a dispute by the Parent Company in the payment of any moneys due hereunder, shall have the right to bring a motion-action under New York CPLR Section 3213.

8.7 CONTINUING GUARANTEE

The guarantee in this Article 8 is a continuing guarantee of payment and not merely of collection, and shall apply to all Guaranteed Obligations whenever arising.

8.8 GENERAL LIMITATION ON GUARANTEE OBLIGATIONS

In any action or proceeding involving any state corporate limited partnership or limited liability company Law, or any applicable state, federal or foreign bankruptcy, insolvency, reorganization or other Law affecting the rights of creditors generally, if the obligations of the Parent Company under Section 8.1 would otherwise be held or determined to be void, voidable, invalid or unenforceable, or subordinated to the claims of any other creditors, on account of the amount of its liability under Section 8.1 then, notwithstanding any other provision to the contrary, the amount of such liability shall, without any further action by the Parent Company, the Unsecured Lenders or any other Person, be automatically limited and reduced to the highest amount that is valid and enforceable and not subordinated to the claims of other creditors as determined in such action or proceeding.

ARTICLE 9
INDEMNIFICATION

9.1 INDEMNIFICATION BY THE CREDIT PARTIES

(a) To the fullest extent permitted by law, in consideration of the execution and delivery of this Agreement by the Unsecured Lenders, the Credit Parties hereby jointly and severally agree to indemnify, exonerate and hold each Unsecured Lender and each of their respective directors, officers, shareholders, managers, employees, partners, consultants, agents and their respective heirs, successors and assigns (collectively, the "**Indemnified Parties**") free and harmless from and against any and all actions, causes of action, suits, losses, costs, damages, expenses and liabilities, including legal fees (collectively, a "**Loss**"), incurred by such Indemnified Party as a result of, or arising out of, or relating to: (i) any tender offer, merger, purchase of equity interests, purchase of assets or other similar transaction financed or proposed to be financed in whole or in part, directly or indirectly, with the Proceeds, (ii) the use, handling, release, emission, discharge, transportation, storage, treatment or disposal of any Hazardous Materials at any property owned or leased by any Credit Party or any Subsidiary, (iii) any violation of any Environmental Laws with respect to conditions at any property owned or leased by any Credit Party or any Subsidiary or the operations conducted thereon, (iv) the investigation, cleanup or remediation of offsite locations at which any Credit Party or any Subsidiary or their respective predecessors are alleged to have directly or indirectly disposed of Hazardous Materials or (v) the execution, delivery, performance or enforcement of any Transaction Agreement by the Unsecured Lenders (or any one or more of them), in each case with respect to clauses (i)-(v) except to the extent any such Loss results from the Indemnified Party's own gross negligence or willful misconduct or the reduction of Indebtedness owing by the Credit Parties to the Unsecured Lenders in accordance with the Plan of Arrangement (the "**Indemnified Liabilities**"). If and to the extent that the foregoing undertaking may be unenforceable for any reason, each Credit Party hereby jointly and severally agrees to make the maximum contribution to the payment and satisfaction of each Loss which is permissible under applicable law. All Obligations provided for in this Section 9.1 shall survive repayment of the Obligations, assignment of the Unsecured Debentures (or any one or more of them), and termination of this Agreement.

(b) For purposes of this Section 9.1, the determination of any Loss for indemnification hereunder shall take into account the net effect of each of the following on the Indemnified Parties as it relates to each particular indemnity payment, if and as applicable: (i) the decrease in value, if any from such indemnification claim in the Unsecured Debentures; (ii) insurance proceeds which the Unsecured Lender received in respect of such matter; and (iii) indemnity payments which the Unsecured Lender received from parties other than the Credit Parties hereunder in respect of such matter.

(c) The foregoing obligations shall survive the payment in full of the other Obligations.

9.2 PAYMENTS UNDER THE UNSECURED DEBENTURES

Any payment or distribution by the Parent Company or the Issuer to any Unsecured Lender under the Unsecured Debentures for principal or interest, shall not be subject to any deduction, withholding or offset for any reason whatsoever except to the extent required by Law, and the Issuer represents that to its best knowledge no deduction, withholding or offset is so required for any Tax or any other reason. Notwithstanding any term or provision of any Transaction Agreement to the contrary, if it shall be determined that any payment (other than a payment dealt with under Section 9.1(a)) by the Parent Company or the Issuer to or for the benefit of any Unsecured Lender pursuant to the terms of any Transaction Agreement, whether for principal, interest or otherwise and whether paid or payable or distributed or distributable, actual or deemed, would be or is subject to any deduction, withholding or offset due to any Tax, then the Parent Company or the Issuer, as the case may be, shall, in addition to all sums otherwise payable, pay to such Unsecured Lender an additional payment in cash so that after any required withholding or the making of all required deductions (including withholding and deductions applicable to additional sums payable under this Section 9.2), the applicable Unsecured Lender receives an amount equal to the sum it would have received had no such withholding or deduction been made. The Parent Company or the Issuer, as the case may be, shall timely remit the full amount withheld or deducted to the applicable Governmental Body and shall provide evidence of such payment to the relevant Unsecured Lenders within thirty (30) days of making such payment.

9.3 NOTICE OF CLAIM

If an Unsecured Lender becomes aware of a Loss in respect of which indemnification is provided for pursuant to Section 9.1, such Unsecured Lender shall give written notice of the Loss to the Parent Company within 60 days of becoming aware of such Loss. Such notice shall specify whether the Loss arises as a result of a claim by a Person against such Unsecured Lender or whether the Claim does not so arise, and shall also specify with reasonable particularity (to the extent that the information is available): (a) the factual basis for the claim; and (b) the amount of the Loss, if known.

9.4 THIRD PARTY CLAIMS

If any legal proceedings shall be instituted or any claim is asserted by any non-affiliated third party in respect of which any of the Indemnified Parties may be entitled to indemnity hereunder, any Unsecured Lender shall give the Parent Company written notice in accordance with Section 9.3 and Article 18. Such Unsecured Lender shall have the right, at its option and expense, to participate in the defence of such a proceeding or claim and, at its option, to control the defence, negotiation or settlement thereof.

ARTICLE 10
FURTHER ASSURANCES

Each of the parties hereto shall promptly do, make, execute, deliver or cause to be done, made, executed or delivered, all such further acts, documents and things as the other parties hereto may require, acting reasonably, from time to time for the purpose of giving effect to this Agreement and the other Transaction Agreements, and shall use reasonable efforts and take all such steps as may be reasonably within its power to implement to the full extent the provisions of this Agreement and the other Transaction Agreements.

ARTICLE 11
SEVERABILITY

If any provision hereof is illegal, invalid or unenforceable, such provision shall be deemed to be severed and deleted from this Agreement and such illegality, invalidity or unenforceability shall not in any manner affect the validity or enforceability of the remainder hereof.

ARTICLE 12
AMENDMENT; WAIVER

Except as provided in the next following sentence, no amendment or modification to this Agreement or waiver of a covenant in this Agreement, nor consent to any variance therefrom, shall be effective unless the same is in writing and signed by the Parent Company, on behalf and for the benefit of itself and all other Credit Parties to be bound by such waiver, and the Requisite Unsecured Lenders, on behalf of themselves and all Unsecured Lenders, and such amendment, modification, waiver of covenant or consent shall be effective only in the specific instance and for the specific purpose for which it was given. Notwithstanding anything herein contained, no amendment or modification to this Agreement or waiver of a covenant in this Agreement, nor consent to any variance therefrom, which would effectively relate to the following matters shall be effective unless the same is in writing and signed by the Parent Company, on behalf and for the benefit of itself and all other Credit Parties to be bound by such waiver, and all of the Unsecured Lenders: (i) reduce any interest rate applicable to the Obligations, (ii) change the amount of or due date with respect to any principal, interest, fee or expense that is payable to any Unsecured Lender under any Transaction Agreement, or (iii) modify the definition of Requisite Unsecured Lenders, this Section 12 of this Agreement, or any provision of the Unsecured Debentures which govern or relate to amendments, restatements, consents, waivers or other modifications to this Agreement, and such amendment, modification, waiver or consent shall be effective only in the specific instance and for the specific purpose for which it was given.

A waiver of any Event of Default, default, breach or non-compliance under this Agreement is not effective unless in writing and signed by the party to be bound by the waiver. No waiver by any one or more Unsecured Lenders or by the Requisite Unsecured Lenders of an Event of Default, default, breach or non-compliance with this Agreement shall bind any other Unsecured Lender, other than a waiver of an Event of Default provided pursuant to Section 6.1(g)(i) that relates to a breach of a covenant, for which the Requisite Unsecured Lenders have consented to a waiver of such covenant in accordance with the first paragraph of this Article 12 (in respect of which a waiver of such covenant and the related Event of Default by the Requisite Unsecured Lenders shall be binding on all of the Unsecured Lenders). Nothing in this section shall affect each Unsecured Lender's rights under Section 4.3 of the Unsecured Debentures. No waiver shall be inferred from or implied by any act or delay in acting by a party in respect of any default, breach or non-observance or by anything done or omitted to be done by the other party. The waiver by a party of any default, breach or non-compliance under this Agreement shall not operate as a waiver of that party's rights under this Agreement in respect of any continuing or subsequent default, breach or non-observance (whether of the same or any other nature).

ARTICLE 13
COUNTERPARTS AND FACSIMILE

This Agreement may be executed originally, by facsimile or by e-mail transmission of an Adobe Acrobat file or similar means of recorded electronic transmission and in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument and shall be valid, binding and effective as if originally signed as one document.

ARTICLE 14
GOVERNING LAW

THIS AGREEMENT AND EACH OTHER TRANSACTION AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK UNLESS ANY SUCH TRANSACTION AGREEMENT EXPRESSLY PROVIDES FOR ANOTHER GOVERNING LAW.

ARTICLE 15
FORUM; CONSENT TO JURISDICTION

ANY LEGAL ACTION OR PROCEEDING ARISING UNDER ANY TRANSACTION AGREEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO ANY TRANSACTION AGREEMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, SHALL BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY OR OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF SUCH STATE, AND BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH CREDIT PARTY AND EACH UNSECURED LENDER CONSENTS, FOR ITSELF AND IN RESPECT OF ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THOSE COURTS AND AGREES THAT IT WILL NOT COMMENCE OR SUPPORT ANY SUCH ACTION OR PROCEEDING IN ANOTHER JURISDICTION. EACH CREDIT PARTY AND EACH UNSECURED LENDER IRREVOCABLY WAIVES ANY OBJECTION, INCLUDING ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY ACTION OR PROCEEDING IN SUCH JURISDICTION IN RESPECT OF ANY TRANSACTION AGREEMENT OR OTHER DOCUMENT RELATED THERETO. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO ANY TRANSACTION AGREEMENT IN THE MANNER PROVIDED FOR NOTICES (OTHER THAN TELECOPIER OR OTHER ELECTRONIC TRANSMISSION) IN ARTICLE 18. NOTHING IN THIS AGREEMENT OR ANY OTHER TRANSACTION AGREEMENT SHALL AFFECT ANY RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

ARTICLE 16
WAIVER OF JURY TRIAL

TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY TO THIS AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER ANY TRANSACTION AGREEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO ANY TRANSACTION AGREEMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS Article 16 WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

ARTICLE 17
FEES AND EXPENSES

The Parent Company is liable for and shall pay to each Unsecured Lender any and all of its respective reasonable out-of-pocket costs, charges, fees, taxes and other expenses incurred by such Unsecured Lender (including reasonable attorneys' fees and costs) in connection with: (i) the preparation, documentation, negotiation and execution of the Transaction Agreements to the extent such Unsecured Lender is party thereto, (ii) any amendment, waiver or consent in connection with any of the Transaction Agreements to the extent such Unsecured Lender is party thereto, (iii) enforcement of any Transaction Agreement or any of such Unsecured Lender's rights or remedies with respect thereto to the extent such Unsecured Lender is party thereto, (iv) analysis of any rights of the Unsecured Lenders under or in connection with any Transaction Agreement or any transactions contemplated thereby to the extent such Unsecured Lender is party thereto, and (v) any litigation, contest, dispute, suit or proceeding to commence, defend or intervene or to take any other action in or with respect to any litigation, contest, dispute, suit or proceeding (whether instituted by the Unsecured Lenders (or any one or more of them), any Credit Party or any of its subsidiaries or any other Person) to enforce any provision of the Transaction Agreements or the transactions contemplated thereby or defend any claims made or threatened arising out of the transactions contemplated by the Transaction Agreements. For the avoidance of doubt, this Article 17 is subject to the terms and conditions of Article 17 of the Secured Debenture Purchase Agreement with respect to the Deferred Professional Fees (as defined in the Secured Debenture Purchase Agreement) of any Unsecured Lender who is also a Secured Lender thereunder. For the avoidance of doubt, the Parent Company shall pay any fees payable under this Article 17 other than the Deferred Professional Fees, whether or not incurred before or after the Closing Date, in the ordinary course of business in accordance with any applicable contractual payment terms. The foregoing obligations shall survive the payment in full of the other Obligations.

ARTICLE 18
NOTICE

All notices, requests or other communications required or permitted by the terms hereof to be given by the parties hereto to the others of them shall be given by personal delivery, facsimile transmission, electronic mail or by mail delivered or sent to the others of them as follows:

(a) To the Parent Company or the Issuer:

c/o iAnthus Capital Holdings, Inc.
420 Lexington Avenue, Suite 414
New York, NY 10170
USA

Attention: Chief Financial Officer
E-mail: [*]

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

McMillan LLP
Suite 1500, 1055 West Georgia Street
Vancouver, BC V6E 4N7
Canada

Attention: James Munro
Email: james.munro@mcmillan.ca

(b) To the Unsecured Lenders party hereto:

c/o Gotham Green Partners, LLC
1437 4th Street, Suite 200,
Santa Monica, CA
90401

Attention: [*]
Email: [*]

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

Honigman LLP
2290 First National Building
660 Woodward Avenue
Detroit, MI 48226-3506
USA

Attention: Michael D. DuBay
Clara Seymour

E-mail: mdubay@honigman.com
cseymour@honigman.com

– and –

SkyLaw Professional Corporation
Suite 204, 3 Bridgman Avenue
Toronto, ON M5R 3V4
Canada

Attention: Kevin West
Email: kevin.west@skylaw.ca

– and –

[*]

Attention: [*]
Email: [*]

– and –

[*]

Attention: [*]
Email: [*]

– and –

[*]

with a copy (which shall not be deemed notice) to:

Cassels Brock & Blackwell LLP
Suite 2100, 40 King Street West
Scotia Plaza
Toronto, Ontario M5H 3C2

Attention: Ryan Jacobs and Jeff Roy

Email: rjacobs@cassels.com
jroy@cassels.com

– and –

[*]

with a copy (which shall not be deemed notice) to:

Cassels Brock & Blackwell LLP
Suite 2100, 40 King Street West
Scotia Plaza
Toronto, Ontario M5H 3C2

Attention: Ryan Jacobs and Jeff Roy

Email: rjacobs@cassels.com
jroy@cassels.com

– and –

[*]

Attention: [*], General Counsel

with a copy (which shall not be deemed notice) to:

Stikeman Elliott LLP
Suite 5300 Commerce Court West
199 Bay Street
Toronto, Ontario M5L 1B9

Attention: Brian M. Pukier and Ashley Taylor

Email: bpukier@stikeman.com
ataylor@stikeman.com

or at such other address or facsimile transmission number as may be given by any of them to the others in writing from time to time. All such notices, requests or other communications shall be deemed to have been received when (a) delivered the next business day after sending by overnight courier or transmitted by electronic mail or facsimile, or (b) if mailed, five (5) Business Days after the date of mailing thereof.

ARTICLE 19
ASSIGNMENT

No party may assign its rights or benefits under this Agreement except that any of the Unsecured Lenders may assign any or all of its Unsecured Debentures from time to time and their rights and benefits or any of their obligations under this Agreement to: (i) any of its Affiliates or members; or (ii) any Person or Persons who may purchase all or part of their Unsecured Debentures, both (i) and (ii) being subject to compliance with applicable securities laws and applicable cannabis regulations.

ARTICLE 20
SUCCESSORS AND ASSIGNS

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

ARTICLE 21
ANNOUNCEMENT

Unless otherwise required by applicable Law or the rules of any exchange on which a party lists its securities (based upon the reasonable advice of counsel and after prior review and comment with the other party, not to be unreasonably withhold or delayed), neither party shall make any public announcements in respect of this Agreement, the transactions contemplated by this Agreement, or otherwise communicate with any news media without the prior written consent of the other party regarding the transactions contemplated herein, and the parties shall cooperate in good faith as to the timing and contents of any such announcement.

ARTICLE 22
USA PATRIOT ACT

Each Unsecured Lender hereby notifies the Parent Company that pursuant to the requirements of the USA PATRIOT Act, it may be required to obtain, verify and record information that identifies each Credit Party, which information includes the name, address and tax identification number of such Credit Party and other information regarding such Credit Party that will allow such Unsecured Lender, as applicable, to identify such Credit Party in accordance with the USA PATRIOT Act. This notice is given in accordance with the requirements of the USA PATRIOT Act and is effective as to the Unsecured Lenders.

ARTICLE 23
NO ADVISORY OR FIDUCIARY RESPONSIBILITY

(a) In connection with all aspects of each transaction contemplated hereby, each Credit Party acknowledges and agrees, and acknowledges its Affiliates' understanding, that: (i) the financing provided for hereunder and any related arranging or other services in connection therewith (including in connection with any amendment, waiver or other modification hereof or of any other Transaction Agreement) are an arm's-length commercial transaction between the Parent Company and its Affiliates, on the one hand, and each Unsecured Lender, on the other hand, and the Parent Company is capable of evaluating and understanding and understands and accepts the terms, risks and conditions of the transactions contemplated hereby and by the other Transaction Agreements (including any amendment, waiver or other modification hereof or thereof), (ii) in connection with the process leading to such transaction, the Unsecured Lender is and has been acting solely as a principal and is not the financial advisor, agent or fiduciary, for the Parent Company or any of its Affiliates, stockholders, creditors or employees or any other Person, (iii) neither the Unsecured Lenders (nor any one or more of them) nor any of their respective Affiliates has assumed or will assume an advisory, agency or fiduciary responsibility in favor of the Parent Company with respect to any of the transactions contemplated hereby or the process leading thereto, including with respect to any amendment, waiver or other modification hereof or of any other Transaction Agreement (irrespective of whether the Unsecured Lenders (or any of them) have advised or are currently advising the Parent Company or any of its Affiliates on other matters) and neither the Unsecured Lenders (nor any one or more of them) nor any of their respective Affiliates has any obligation to the Parent Company or any of its Affiliates with respect to the financing transactions contemplated hereby except those obligations expressly set forth herein and in the other Transaction Agreements, (iv) the Unsecured Lenders and their respective Affiliates may be engaged in a broad range of transactions that involve interests that differ from, and may conflict with, those of the Parent Company and its Affiliates, and neither the Unsecured Lenders nor any of their respective Affiliates has any obligation to disclose any of such interests by virtue of any advisory, agency or fiduciary relationship, and (v) the Unsecured Lenders and their respective Affiliates have not provided and will not provide any legal, accounting, regulatory or tax advice with respect to any of the transactions contemplated hereby (including any amendment, waiver or other modification hereof or of any other Transaction Agreement) and the Credit Parties have consulted their own legal, accounting, regulatory and tax advisors to the extent they have deemed appropriate. Each Credit Party, for and on behalf of itself and each of its subsidiaries, hereby waives and releases, to the fullest extent permitted by Law, any claims that it may have against the Unsecured Lenders and any of their respective Affiliates with respect to any breach or alleged breach of agency or fiduciary duty under applicable Law relating to agency and fiduciary obligations.

(b) Each Credit Party acknowledges and agrees that the Unsecured Lenders and any of their respective Affiliates may lend money to, invest in, and generally engage in any kind of business with, any of the Parent Company, any of its subsidiaries, any of their respective Affiliates or any other Person or entity that may do business with or own securities of any of the foregoing, all as if the Unsecured Lenders and any of their respective Affiliates were not Unsecured Lenders or an Affiliate thereof (or an agent or any other Person with any similar role under the Transaction Agreements) and without any duty to account therefor to any other Unsecured Lender, the Parent Company, any of its subsidiaries or any Affiliate of the foregoing. The Unsecured Lenders and their Affiliates may have directly or indirectly acquired certain equity interests (including warrants) in the Parent Company or any of its Affiliates and confirm to the Parent Company and its Affiliates, as applicable, that all of such equity interest, if any, have been or will be disclosed pursuant to applicable Law, or may have directly or indirectly extended credit on a subordinated basis to the Parent Company or any of its Affiliates. Each party hereto, on its behalf and on behalf of its Affiliates, acknowledges and waives the potential conflict of interest resulting from any such Unsecured Lender or any of its respective Affiliates thereof holding disproportionate interests in the Unsecured Debentures or otherwise acting as arranger or agent thereunder and such Unsecured Lender or any of its respective Affiliates directly or indirectly holding equity interests in or subordinated debt issued by the Parent Company or any of its Affiliates.

ARTICLE 24
ELECTRONIC TRANSMISSION

The words "execution," "signed," "signature," and words of like import in any Transaction Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based record keeping system, as the case may be, to the extent and as provided for in any applicable law, including the Electronic Signatures in Global and National Commerce Act of 2000 (15 USC § 7001 *et seq.*), the Electronic Signatures and Records Act of 1999 (NY State Technology Law § 301-309), any successor legislation or other applicable state laws based on the Uniform Electronic Transactions Act, and the Electronic Commerce Act, 2000 and any other similar Law in Canada or any other province or territory therein.

ARTICLE 25
ACKNOWLEDGEMENT REGARDING EXCLUDED LAWS

The parties hereto agree and acknowledge that no party makes, will make or shall be deemed to make or have made any representation or warranty of any kind regarding the compliance of this Agreement or any other Transaction Agreement with any Excluded Laws. No party hereto shall have any right of rescission or amendment arising out of or relating to any non-compliance with Excluded Laws unless such non-compliance also constitutes a violation of applicable state laws, rules or regulations, and no party shall seek to enforce the provisions hereof in federal court unless and until the parties have reasonably determined that the applicable state laws, rules and regulations are fully compliant with Excluded Laws.

ARTICLE 26
CONFIDENTIALITY

Each Credit Party, on the one hand, and each Unsecured Lender, on the other hand (a disclosing party being a "**Disclosing Party**", and a receiving party being a "**Receiving Party**"), agrees to maintain the confidentiality of allnon-public information received from the other relating to such party or its business (the "**Information**"), except that Information may be disclosed by a Receiving Party:

(a) to its respective Affiliates and the directors, officers, employees, partners, agents, trustees, administrators, managers, advisors, and representatives of it and its Affiliates (collectively, " **Related Parties**") (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential);

(b) to the extent required or requested by any regulatory authority purporting to have jurisdiction over such Receiving Party or its Related Parties (including any self-regulatory authority);

(c) to the extent required by any Law or by any subpoena, court order, or similar legal process; provided that, unless specifically prohibited by applicable Law or court order, the Receiving Party shall use commercially reasonable efforts to (i) notify the Disclosing Party of any request by any Governmental Body or representative thereof (other than any such request in connection with an examination of the Unsecured Lenders by such Governmental Body) for disclosure of any such Information prior to disclosure of such Information, and (ii) cooperate with the Disclosing Party in its attempts to seek a protective order or to otherwise limit or restrict disclosure of its Information, at Disclosing Party's sole cost and expense, provided that, if Disclosing Party is unable to obtain a protective order or otherwise limit or restrict disclosure of its Information, the Receiving Party may disclose the relevant Information, but only to the extent legally required;

(d) in connection with the exercise of any remedies hereunder or under any other Transaction Agreement or any suit, action, or proceeding relating to this Agreement or any other Transaction Agreement or the enforcement of its rights hereunder or thereunder;

(e) subject to an agreement containing provisions substantially the same as those of this Article 26, to: (i) any actual or potential assignee, transferee, or participant in connection with the assignment or transfer by the Unsecured Lenders of any Unsecured Debentures or any participations therein, or (ii) any actual or prospective party (or its Related Parties) to any swap, derivative, or other transaction under which payments are to be made by reference to any Credit Party, any of their subsidiaries or any of their respective obligations, this Agreement or payments hereunder; provided that, any such potential assignee, transferee, participant, swap counterparty, or advisor is advised of, and agrees to be bound by, the provisions of this Article 26;

(f) with the consent of the Disclosing Party; or

(g) to the extent such Information: (i) becomes publicly available other than as a result of a breach of this Article 26, or (ii) is available to the Receiving Party on a non-confidential basis prior to disclosure by the Disclosing Party, (iii) becomes available to the Receiving Party or any of its Affiliates on a non-confidential basis from a source or third party other than the Disclosing Party, where such third party was not, to Receiving Party's knowledge, under an obligation of confidence with Disclosing Party at the time of such third party's disclosure to Receiving Party, or (iv) was independently developed by the Receiving Party or its Related Parties without using any Information of a Disclosing Party.

Any Person required to maintain the confidentiality of Information as provided in this Article 26 shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

[**Signature Page Follows**]

IN WITNESS WHEREOF, the parties have executed this Unsecured Debenture Agreement as of the date first written.

PARENT COMPANY:

IANTHUS CAPITAL HOLDINGS, INC.

Per: (Signed) "*Robert Galvin*"
Name: Robert Galvin
Title: Interim Chief Executive Officer

ISSUER:

IANTHUS CAPITAL MANAGEMENT, LLC

Per: (Signed) "*Robert Galvin*"
Name: Robert Galvin
Title: Chief Executive Officer

[Signature page to Unsecured Debenture Agreement]

UNSECURED LENDERS:

GOTHAM GREEN FUND 1, L.P.

By: Gotham Green GP 1, LLC, its general partner

By: _____
Name:
Its:

GOTHAM GREEN CREDIT PARTNERS SPV 1, L.P.
By: Gotham Green GP 1, LLC, its general partner

By: _____
Name:
Its:

GOTHAM GREEN FUND 1 (Q), L.P.

By: Gotham Green GP 1, LLC, its general partner

By: _____
Name:
Its:

GOTHAM GREEN PARTNERS SPV V, L.P.

By: Gotham Green SPV V GP, LLC, its general partner

By: _____
Name:
Its:

GOTHAM GREEN FUND II, L.P.

By: Gotham Green GP II, LLC, its general partner

By: _____
Name:
Its:

GOTHAM GREEN FUND II (Q), L.P.

By: Gotham Green GP II, LLC, its general partner

By: _____
Name:
Its:

[Signature page to Unsecured Debenture Agreement]

UNSECURED LENDERS (CONTINUED):

[*]

By: _____
Name:
Its:

[*]

By: _____
Name:
Its:

[*]

By: _____
Name:
Its:

[Signature page to Unsecured Debenture Agreement]

UNSECURED LENDERS (CONTINUED):

[*]

By: _____
Name:
Title:

[*]

By: _____
Name:
Title:

[*]

By: _____
Name:
Title:

[*]

By: _____
Name:
Title:

[Signature page to Unsecured Debenture Agreement]

SCHEDULES TO
UNSECURED DEBENTURE AGREEMENT

The parties agree that the following schedules are the schedules to this Agreement as provided by the Credit Parties on and as of the date hereof and the Closing Date.

SCHEDULE 2.1

UNSECURED LENDER ALLOCATIONS

[*]

SCHEDULE 4.2

DISSOLVED CREDIT PARTIES

Immaterial Subsidiaries Dissolved in the Ordinary Couse of Business
Cing-X Corporation of America
H4L Management East, LLC
H4L Management North, LLC
S8 Industries, LLC
S8 Transportation, LLC
Tarmac Manufacturing, LLC
Tower Management Holdings, LLC

Immaterial Subsidiaries to be Dissolved
Pakalolo, LLC
GTL Holdings, LLC
Ambary, LLC
iA Northern Nevada, Inc.

SCHEDULE 4.3(A)

CAPITAL OF THE PARENT COMPANY

Common Shares	171,718,192
Stock Options	9,610,320
Warrants	17,954,602
Unsecured Convertible Debentures	10,135,130
Secured Convertible Debentures	46,458,275
Maryland Purchase Options	407,876
Fully Diluted Common Shares Outstanding	**256,284,395**

SCHEDULE 4.3(B)

OPTION TO PURCHASE COMMON SHARES OF THE PARENT COMPANY

On January 6, 2022, the Company's Board of Directors approved the terms of a Long-Term Incentive Program, pursuant to which, the Company will allocate to certain of its employees and executive officers restricted stock units and option awards up to, in the aggregate, 5.75% of the Company's fully diluted equity under the Company's Amended and Restated Omnibus Incentive Plan dated October 15, 2018 (the "LTIP Awards"). The LTIP Awards will be issued within ten (10) days following the Restructuring Closing.

SCHEDULE 4.4

SHAREHOLDER AGREEMENTS

None.

SCHEDULE 4.5

SUBSIDIARIES

iAnthus Capital Management, LLC
Grassroots Vermont Management Services, LLC
FWR, Inc.
Pilgrim Rock Management, LLC
Mayflower Medicinals, Inc.
iAnthus Empire Holdings, LLC
Citiva Medical, LLC
Scarlet Globemallow, LLC
Bergamot Properties, LLC
GHHIA Management, Inc.
iAnthus Holdings Florida, LLC
GrowHealthy Properties, LLC
McCrory's Sunny Hill Nursery, LLC
iAnthus New Jersey, LLC
MPX New Jersey LLC
iA CBD, LLC
MPX Bioceutical ULC
CGX Life Sciences, Inc.
S8 Rental Services, LLC
S8 Management, LLC
iAnthus Arizona, LLC
GreenMart of Nevada NLV, LLC
Fall River Development Company, LLC
IMT, LLC
Cannatech Medicinals, Inc.

Immaterial Subsidiaries
Citiva Maryland, LLC
Citiva Louisiana, LLC
iA IT, LLC
MPX Luxembourg SARL

[*]

SCHEDULE 4.9

COMPLIANCE WITH LAWS

The concepts of "medical cannabis" and "retail cannabis" do not exist under United States federal law. The United States Controlled Substances Act of 1970 ("CSA") classifies "marijuana" as a Schedule I drug. Under United States federal law, a Schedule I drug or substance has a high potential for abuse, no accepted medical use in the United States, and a lack of safety for the use of the drug under medical supervision. As such, cannabis-related practices or activities, including without limitation, the manufacture, importation, possession, use or distribution of cannabis remains illegal under United States federal law. Although the Parent Company believes its business activities are compliant with applicable United States state and local law, strict compliance with state and local laws with respect to cannabis may neither absolve the Parent Company of liability under United States federal law, nor may it provide a defense to any federal proceeding which may be brought against the Parent Company. Any such proceedings brought against the Parent Company may adversely affect the Parent Company's operations and financial performance.

SCHEDULE 4.9(M)

NOTICES OF DEFECT, DEFAULT, BREACH, VIOLATION OR CLAIM

[*]

SCHEDULE 4.10(A)

LITIGATION AND OTHER PROCEEDINGS

[*]

SCHEDULE 4.11(A)(I)

OWNED AND LEASED PROPERTY

State	City	Address	Zip Code	Operational Use	Owner or Lessee	Leased or Owned
Arizona						
Arizona	Mesa	[*]	[*]	Dispensary	iAnthus Arizona, LLC	Leased
Arizona	Mesa	[*]	[*]	Processing/Dispensary	iAnthus Arizona, LLC	Leased
Arizona	Mesa	[*]	[*]	Warehouse/Administrative	iAnthus Arizona, LLC	Leased
Arizona	Phoenix	[*]	[*]	Dispensary	iAnthus Arizona, LLC	Leased
Arizona	Phoenix	[*]	[*]	Cultivation/Processing	iAnthus Arizona, LLC	Leased
Arizona	Mesa	[*]	[*]	Parking Lot	iAnthus Arizona, LLC	Leased
Arizona	Mesa	[*]	[*]	Cultivation/Dispensary	S8 Rental Services, LLC	Owned
Arizona	Phoenix	[*]	[*]	Dispensary	CGX Life Sciences, Inc.	Owned
Arizona	Mesa	[*]	[*]	Administrative	S8 Rental Services, LLC	Owned
Nevada						
Nevada	North Las Vegas	[*]	[*]	Cultivation/Processing	GreenMart of Nevada NLV, LLC	Leased
Nevada	Las Vegas	[*]	[*]	Dispensary	GreenMart of Nevada NLV, LLC	Leased
Colorado						
Colorado	Breckenridge	[*]	[*]	Dispensary	Bergamot Properties, LLC	Owned
Colorado	Denver	[*]	[*]	Cultivation/Processing	Bergamot Properties, LLC	Owned
Colorado	Denver	[*]	[*]	Cultivation/Processing	Bergamot Properties, LLC	Owned
Maryland						
Maryland	Bethesda	[*]	[*]	Dispensary	Budding Rose, LLC	Leased
Maryland	Gaithersburg	[*]	[*]	Processing	Rosebud Organics, LLC	Leased
Maryland	Baltimore	[*]	[*]	Dispensary	CGX Life Sciences, Inc.	Leased
Maryland	Nottingham	[*]	[*]	Dispensary	S8 Management, LLC	Leased
New Jersey						
New Jersey	Atlantic City	[*]	[*]	Dispensary	iAnthus New Jersey, LLC	Leased

New Jersey	Red Bank	[*]	[*]	Administrative (CBD for Life & Corporate)	iAnthus Capital Management, LLC	Leased
New Jersey	Pleasantville	[*]	[*]	Cultivation/Processing	iAnthus New Jersey, LLC	Leased
New Jersey	Red Bank	[*]	[*]	Administrative	iAnthus New Jersey, LLC	Leased
New Jersey	Pennsauken	[*]	[*]	Dispensary	iAnthus New Jersey, LLC	Leased
New Jersey	Gloucester	[*]	[*]	Dispensary	iAnthus New Jersey, LLC	Leased
Massachusetts				**[*]**		
Massachusetts	Fall River	[*]	[*]	Cultivation/Processing	Fall River Development Company, LLC	Owned
Massachusetts	Fall River	[*]	[*]	Dispensary	Fall River Development Company, LLC	Owned
Massachusetts	Allston	[*]	[*]	Dispensary	Mayflower Medicinals, Inc.	Leased
Massachusetts	Lowell	[*]	[*]	Dispensary	Pilgrim Rock Management, LLC	Leased
Massachusetts	Worcester	[*]	[*]	Dispensary	Pilgrim Rock Management, LLC	Leased
Massachusetts	Holliston	[*]	[*]	Cultivation/Processing	Mayflower Medicinals, Inc.	Leased
Florida				**[*]**		
Florida	Tampa	[*]	[*]	Dispensary	McCrory's Sunny Hill Nursery, LLC	Leased
Florida	West Palm Beach	[*]	[*]	Dispensary	McCrory's Sunny Hill Nursery, LLC	Leased
Florida	Deerfield Beach	[*]	[*]	Dispensary	McCrory's Sunny Hill Nursery, LLC	Leased
Florida	Brandon	[*]	[*]	Dispensary	McCrory's Sunny Hill Nursery, LLC	Leased
Florida	Sarasota	[*]	[*]	Dispensary	McCrory's Sunny Hill Nursery, LLC	Leased
Florida	Oakland Park	[*]	[*]	Dispensary	McCrory's Sunny Hill Nursery, LLC	Leased
Florida	Bonita Springs	[*]	[*]	Dispensary	McCrory's Sunny Hill Nursery, LLC	Leased
Florida	Cape Coral	[*]	[*]	Dispensary	McCrory's Sunny Hill Nursery, LLC	Leased
Florida	Orlando	[*]	[*]	Dispensary	McCrory's Sunny Hill Nursery, LLC	Leased

Florida	Tallahassee	[*]	[*]	Dispensary	McCrory's Sunny Hill Nursery, LLC	Leased
Florida	Lakeland	[*]	[*]	Dispensary	McCrory's Sunny Hill Nursery, LLC	Leased
Florida	Lake Worth	[*]	[*]	Dispensary	McCrory's Sunny Hill Nursery, LLC	Leased
Florida	Daytona Beach	[*]	[*]	Dispensary	McCrory's Sunny Hill Nursery, LLC	Leased
Florida	Gainesville	[*]	[*]	Dispensary	McCrory's Sunny Hill Nursery, LLC	Leased
Florida	Stuart	[*]	[*]	Dispensary	McCrory's Sunny Hill Nursery, LLC	Leased
Florida	Ocala	[*]	[*]	Dispensary	McCrory's Sunny Hill Nursery, LLC	Leased
Florida	North Palm Beach	[*]	[*]	Dispensary	McCrory's Sunny Hill Nursery, LLC	Leased
Florida	Largo	[*]	[*]	Dispensary	McCrory's Sunny Hill Nursery, LLC	Leased
Florida	North Miami	[*]	[*]	Dispensary	McCrory's Sunny Hill Nursery, LLC	Leased
Florida	Jacksonville	[*]	[*]	Dispensary	McCrory's Sunny Hill Nursery, LLC	Leased
Florida	Pensacola	[*]	[*]	Dispensary	McCrory's Sunny Hill Nursery, LLC	Leased
Florida	Orlando	[*]	[*]	Dispensary	McCrory's Sunny Hill Nursery, LLC	Leased
Florida	Palm Harbor	[*]	[*]	Dispensary	McCrory's Sunny Hill Nursery, LLC	Leased
Florida	Lake Wales	[*]	[*]	Cultivation	GrowHealthy Properties, LLC	Owned
Florida	West Palm Beach	[*]	[*]	Administrative	McCrory's Sunny Hill Nursery, LLC	Leased
Florida	North Port	[*]	[*]	Dispensary	McCrory's Sunny Hill Nursery, LLC	Leased
Vermont						
Vermont	Brandon	[*]	[*]	Cultivation/Dispensary	FWR, Inc.	Leased
New York						
New York	Wappingers Falls	[*]	[*]	Dispensary	iAnthus Empire Holdings, LLC	Leased

New York	Brooklyn	[*]	[*]	Dispensary	iAnthus Empire Holdings, LLC	Leased
New York	Brooklyn	[*]	[*]	Dispensary	iAnthus Empire Holdings, LLC	Leased
New York	Brooklyn	[*]	[*]	Dispensary	iAnthus Empire Holdings, LLC	Leased
New York	Staten Island	[*]	[*]	Dispensary	iAnthus Empire Holdings, LLC	Leased
New York	New York	[*]	[*]	Administrative	iAnthus Capital Management, LLC	Leased
New York	New York	[*]	[*]	Administrative	iAnthus Capital Management, LLC	Leased
New York	Warwick	[*]	[*]	Cultivation	iAnthus Empire Holdings, Inc.	Owned
California						
California	San Diego	[*]	[*]	Administrative	iAnthus Capital Management, Inc.	Leased
Canada						
Ontario	Toronto	[*]	[*]	Administrative	iAnthus Capital Holdings, Inc.	Leased

SCHEDULE 4.11(A)(II)

CLAIMS RESTRICTING USE OR TRANSFER OF PROPERTY OR ASSETS

[*]

SCHEDULE 4.11(C)

MATERIAL AGREEMENTS OF CREDIT PARTIES

Name of Lender	Original Principal Amount/Principal Outstanding	Maturity Date
[*]	$1,800,000 / $1,800,000	16-Sept-2021
[*]	$2,200,000 / $2,200,000	2-Nov-2020
[*]	$2,978,545/ $3,500,000	Dependent on Number of Factors
[*]	$2,309,245/ $3,000,000	Dependent on Number of Factors
[*]	$1,800,000, which will be paid by forgiveness of the Secured Promissory Note above	N/A
[*]	$2,200,000, which will be paid by forgiveness of the Secured Promissory Note above	N/A
[*]	$1	N/A
[*]	$1	N/A
[*]	$117,873.32 plus interest	N/A
[*]	$50,000/ $50,000	24-Feb-2024
[*]	$300,000/ $300,000	1-Apr-2018
[*]	$160,000	10-Nov-2022
[*]		

Master Services and Management Agreements

Agreement	Party #1	Party #2
Equipment Lease	Scarlet Globemallow, LLC	Bellflower, LLC
Financing, Leasing, Licensing and Services Agreement	iAnthus New Jersey, LLC	MPX New Jersey, LLC
Amended and Restated Management Services Agreement	ABACA, Inc.	iAnthus Arizona, LLC
Management Services Agreement	Health for Life, Inc.	iAnthus Arizona, LLC

Management Services Agreement	The Healing Center Wellness Center, LLC	iAnthus Arizona, LLC
Management Services Agreement	Soothing Options, Inc.	iAnthus Arizona, LLC
Management Services Agreement	Budding Rose, Inc.	S8 Management, LLC
Management Services Agreement	GreenMart of Maryland, LLC	S8 Management, LLC
Management Services Agreement	LMS Wellness, Benefit LLC	S8 Management, LLC
Management Services Agreement	Rosebud Organics, Inc.	S8 Management, LLC
Management Services Agreement	IMT, LLC	Cannatech Medicinals Inc.
Management Agreement	McCrory's Sunny Hill Nursery, LLC	GHHIA Management, Inc.
Services Agreement	Pilgrim Rock Management, LLC	Mayflower Medicinals Inc.
Services Agreement	Grassroots Vermont Management Services, LLC	FWR, Inc.
Cash Management Services Agreement	ABACA, Inc.	S8 Rental Services, LLC
Cash Management Services Agreement	Health for Life, Inc.	S8 Rental Services, LLC
Cash Management Services Agreement	The Healing Center Wellness Center, Inc.	S8 Rental Services, LLC
Cash Management Services Agreement	Soothing Options, Inc.	S8 Rental Services, LLC

SCHEDULE 4.11(K)

SUBLEASES AND LEASE DEFAULTS

Lease Defaults

None.

Subleases

Owner/Lessee	Property Address	Subtenant
S8 Rental Services, LLC	[*]	[*]
S8 Rental Services, LLC	[*]	[*]
Pilgrim Rock Management, LLC	[*]	[*]
Pilgrim Rock Management, LLC	[*]	[*]
iAnthus New Jersey, LLC	[*]	[*]
iAnthus Empire Holdings, LLC	[*]	[*]
iAnthus Capital Management, LLC	[*]	[*]
iAnthus Capital Management, LLC	[*]	[*]
iAnthus New Jersey, LLC	[*]	[*]
Fall River Development Company, LLC	[*]	[*]
Fall River Development Company, LLC	[*]	[*]

SCHEDULE 4.16

FINANCIAL, TAX AND DISCLOSURE MATTERS

[*]

SCHEDULE 4.19(N)
PERMITTED LIENS

[*]

SCHEDULE 4.19(O)

EXISTING INDEBTEDNESS

[*]

SCHEDULE 4.19(P)

INVESTMENTS

[*]

SCHEDULE 4.19(Q)

TRANSACTIONS WITH AFFILIATES

Intercompany Loans

[*]

Management and Services Agreements

1. Amended and Restated Management Services Agreement, dated January 1, 2020, between iAnthus Arizona, LLC as management company, and ABACA, Inc., as license holder.
2. Management Services Agreement, dated January 1, 2020, between iAnthus Arizona, LLC as management company, and Health for Life, Inc., as license holder.
3. Management Services Agreement, dated January 1, 2020, between iAnthus Arizona, LLC as management company, and The Healing Center Wellness Center, LLC, as license holder.
4. Management Services Agreement, dated January 1, 2020 between iAnthus Arizona, LLC as management company, and Soothing Options, Inc., as license holder.
5. Management Services Agreement, dated January, 2016, between CJD, LLC (now known as IMT, LLC) as management company, and Cannatech Medicinals, Inc., as license holder.
6. Management Services Agreement, dated January 5, 2018 and amended March 12, 2018, between S8 Management, LLC as management company, and Budding Rose, Inc., as license holder.
7. Management Services Agreement, dated January 5, 2018 and amended March 12, 2018, between S8 Management, LLC as management company, and GreenMart of Maryland, LLC, as license holder.
8. Management Services Agreement, dated January 5, 2018 and amended March 12, 2018, between S8 Management, LLC as management company, and LMS Wellness Benefit, LLC, as license holder.
9. Management Services Agreement, dated January 5, 2018 and amended March 12, 2018, between S8 Management, LLC as management company, and Rosebud Organics, Inc., as license holder.
10. Financing, Leasing, Licensing, and Services Agreement, dated August 27, 2019, between iAnthus New Jersey, LLC as management company and MPX New Jersey, LLC as license holder.
11. Cash Management Services Agreement between S8 Rental Services, LLC and ABACA, Inc.
12. Cash Management Services Agreement between S8 Rental Services, LLC and Health for Life, Inc.
13. Cash Management Services Agreement between S8 Rental Services, LLC and Soothing Options, Inc.
14. Cash Management Services Agreement between S8 Rental Services, LLC and The Healing Center Wellness Center, Inc.
15. Management Services Agreement between McCrory’s Sunny Hill Nursery, LLC and GHHIA Management, Inc.
16. Services Agreement between Mayflower Medicinals, Inc. and Pilgrim Rock Management, LLC
17. Services Agreement between FWR, Inc. and Grassroots Vermont Management Services, LLC

SCHEDULE 4.19(r)

PERMITTED SUBSIDIARY CHANGE OF CONTROL TRANSACTIONS

[*]

SCHEDULE 4.19(T)

USE OF PROCEEDS

[*]

SCHEDULE 4.19(Z)

PERMITTED ASSET DISPOSITION

[*]

EXHIBIT "A"

FORM OF UNSECURED DEBENTURE CERTIFICATE

See Exhibit 10.4.

Exhibit 10.3

Execution Version

FORM OF SECURED DEBENTURE CERTIFICATE

THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "U.S. SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES. THE HOLDER HEREOF, BY PURCHASING SUCH SECURITIES, AGREES FOR THE BENEFIT OF IANTHUS CAPITAL MANAGEMENT, LLC (THE "ISSUER") THAT SUCH SECURITIES MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY (A) TO THE ISSUER, (B) OUTSIDE OF THE UNITED STATES IN ACCORDANCE WITH RULES 903 OR 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT AND IN COMPLIANCE WITH LOCAL LAWS AND REGULATIONS, (C) PURSUANT TO A REGISTRATION STATEMENT THAT HAS BEEN DECLARED EFFECTIVE UNDER THE U.S. SECURITIES ACT AND IS AVAILABLE FOR RESALE OF THE SECURITIES, OR (D) IN ACCORDANCE WITH (1) RULE 144A UNDER THE U.S. SECURITIES ACT, IF AVAILABLE, OR (2) ANOTHER AVAILABLE EXEMPTION FROM REGISTRATION UNDER THE U.S. SECURITIES ACT AND, IN EACH CASE, IN ACCORDANCE WITH ANY APPLICABLE STATE SECURITIES LAWS, PROVIDED THAT, IN THE CASE OF (D)(2) ABOVE OR IF OTHERWISE REQUIRED BY THE ISSUER, AN OPINION OF COUNSEL OF RECOGNIZED STANDING REASONABLY SATISFACTORY TO THE ISSUER, IS PROVIDED.

iANTHUS CAPITAL MANAGEMENT, LLC

8.0% SENIOR SECURED DEBENTURE

Date: June 24, 2022

ARTICLE 1
PRINCIPAL AND INTEREST

1.1 **Promise to Pay**

FOR VALUE RECEIVED, the undersigned, **iANTHUS CAPITAL MANAGEMENT, LLC ,** a limited liability company formed under the Laws of the State of Delaware, (the "**Issuer**") hereby acknowledges itself indebted to and promises to pay to the order of**[•]** and its successors and assigns (the "**Secured Lender**") on the earlier of (a) June 24, 2027 and (b) such earlier date as the Principal Amount (as hereinafter defined) may become payable (the "**Maturity Date**") in accordance with the provisions of this senior secured debenture (the "**Secured Debenture**"), the principal amount of [•] (USD $[•]) in lawful money of the United States (the "**Principal Amount**") and to accrue interest ("**Interest**") on the Principal Amount outstanding from time to time at the Interest Rate (as hereinafter defined) until the Principal Amount of the Secured Debenture is repaid in full in accordance with its terms. Interest shall accrue at the rate of 8% per annum (the "**Interest Rate**") and shall be calculated on the basis of the actual days elapsed in the period for which such Interest is to accrue and on the basis of a year of 360 days. Interest shall be paid in kind by adding the interest accrued on the Principal Amount on the last day of each fiscal quarter (the first such interest payment date being June 30, 2022), such amount thereafter becoming part of the "Principal Amount" and accruing interest hereunder, and such Interest paid in kind shall be payable on the date that all of the Principal Amount is due and payable pursuant hereto. Any Obligations (as defined in the Secured Debenture Purchase Agreement, defined below) arising out of this Secured Debenture, including without limitation the Principal Amount and the Interest, shall be referred to herein as the "**Obligations**". The Secured Lender acknowledges that this Secured Debenture is one of a series of debentures of substantially identical terms and conditions issued by the Issuer to other holders (with the Secured Lender, collectively, the "**Secured Lenders**") under the terms and conditions of the Secured Debenture Purchase Agreement.

ARTICLE 2
INTERPRETATION AND GENERAL PROVISIONS

2.1 **Interpretation**

Capitalized terms used herein without definition shall have the meaning ascribed thereto in the Third Amended and Restated Secured Debenture Purchase Agreement dated June 24, 2022 among the Secured Lenders party thereto, Gotham Green Admin 1, LLC, as Collateral Agent, the Issuer's parent company iAnthus Capital Holdings, Inc. (the "**Parent Company**"), the Issuer and the other Credit Parties party thereto (as further amended, restated, supplemented or otherwise modified from time to time, the "**Secured Debenture Purchase Agreement**") providing for, *inter alia*, the issuance of this Secured Debenture to the Secured Lender.

2.2 **Plurality and Gender**

Words importing the singular number only shall include the plural and vice versa and words importing the masculine gender shall include the feminine gender and words importing Persons shall include firms and corporations and vice versa.

2.3 **Headings, etc.**

The division of this Secured Debenture into Articles, Sections, subsections and paragraphs and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Secured Debenture.

2.4 **Day Not a Business Day**

In the event that any day on or before which any action is required to be taken hereunder is not a Business Day, then such action shall be required to be taken at or before the requisite time on the next succeeding day that is a Business Day.

2.5 **Currency**

Any reference in this Secured Debenture to "**Dollars**", "**dollars**" or the sign "**$**" shall be deemed to be a reference to lawful money of the United States.

ARTICLE 3
PAYMENT OF PRINCIPAL AND INTEREST

3.1 The Obligations shall be due and payable without deduction or withholding for taxes of any kind or nature, unless specifically contemplated in the Secured Debenture Purchase Agreement, immediately on the earlier of:

(a) the Maturity Date; and

(b) the occurrence and continuance of an Event of Default (defined below).

ARTICLE 4
REDEMPTION

4.1 **No Early Redemption or Prepayment**

Except pursuant to Section 4.4, the Issuer shall not be permitted to redeem, convert or prepay the Secured Debentures prior to the date which is the third anniversary of the Closing Date without the prior written consent of the Secured Lender.

4.2 **Redemption or Prepayment**

From and after the third anniversary of the Closing Date and except as provided for in Section 4.4, the Issuer may prepay the Secured Debentures, in whole or in part, at any time upon at least 30 days' prior written notice to the Secured Lenders, without premium or penalty, provided that, any such prepayment must be paid to the Secured Lenders pro rata in respect of the unpaid Obligations under this Secured Debenture held by each Secured Lender.

4.3 **Notice of Change of Control Transaction**

Upon the occurrence of any event constituting or reasonably likely to constitute a Change of Control Transaction in respect of the Issuer or Parent Company, the Issuer shall give written notice to the Secured Lender of such Change of Control Transaction at least thirty (30) days or, with the prior written consent of the Secured Lender, as soon as reasonably possible prior to the effective date of any such Change of Control Transaction and another written notice on or immediately after the effective date of such Change of Control Transaction (the "**Change of Control Notice**").

4.4 **Redemption if Change of Control Transaction**

Upon receipt of a Change of Control Notice, each Secured Lender shall, in its sole discretion and within five (5) Business Days before the Change of Control Transaction, provide a written election to the Issuer to either (a) purchase this Secured Debenture at a price equal to 103% of the then outstanding Principal Amount thereof together with accrued and unpaid Interest and fees (the "**Offer Price**"); or (b) if the Change of Control Transaction results in a new issuer, or if the Secured Lender desires that this Secured Debenture remain unpaid and continue in effect after the closing of the Change of Control Transaction, convert or exchange this Secured Debenture into a replacement debenture of the new issuer or Issuer, as applicable, in the aggregate principal amount of the Offer Price on substantially equivalent terms to those terms contained herein, provided that, if 90% or more of the Principal Amount of all Secured Debentures outstanding on the date of the Change of Control Notice have been tendered for redemption, the Issuer will have the right, in its sole discretion, to redeem all of the outstanding Secured Debentures at the Offer Price. If the Issuer does not receive a written election from a Secured Lender as described above, the Secured Lender shall be deemed to consent to redemption of its Secured Debenture for the Offer Price, in which case the Issuer shall be required to pay the Offer Price to such Secured Lender concurrently with the completion of the Change of Control Transaction.

ARTICLE 5
SECURITY

5.1 As security for the Obligations under this Secured Debenture, the Issuer has granted to the Collateral Agent, for the benefit of the Secured Lender, a security interest over all of the Issuer's present and after acquired personal property in which the Issuer has rights, of whatsoever nature or kind and wherever situate, save and except property specifically excluded in any general security agreement granted by the Issuer to the Collateral Agent, for the benefit of the Secured Lender, which shall rank *pari passu* between and among the Secured Lenders (the "**Security Interest**"). The Security Interest shall be evidenced by one or more general security agreements entered into between the Issuer and the Secured Lender.

5.2 This Secured Debenture is entitled to and shall have the benefit of a guarantee of the Credit Parties of all of the Obligations of the Issuer to the Secured Lender under or in connection with this Secured Debenture in favour of the Secured Lender dated as of the date of this Secured Debenture (the "**Guarantees**"). As security for such Obligations under the Guarantees, the Credit Parties shall each grant in favour of the Collateral Agent, for the benefit of the Secured Lender, a security interest over all of such Credit Parties' respective present and after acquired personal property in which such Credit Parties have rights, of whatsoever nature or kind and wherever situate which shall rank *pari passu* between and among the Secured Lenders. The security granted to the Collateral Agent, for the benefit of the Secured Lender, by each of the Credit Parties shall be evidenced by one or more general security agreements entered into between each of the Credit Parties and the Secured Lender.

ARTICLE 6
EVENTS OF DEFAULT

6.1 The occurrence of an "Event of Default" under the Secured Debenture Purchase Agreement shall constitute an event of default ("**Event of Default**") hereunder.

6.2 Upon and during the continuation of an Event of Default, the Interest Rate shall increase by three percent (3%) per annum, and the Secured Lender shall be entitled to all of the rights and remedies set forth in the Secured Debenture Purchase Agreement and available to it under applicable Law.

ARTICLE 7
COVENANTS

7.1 Covenants of the Issuer and the Parent Company

So long as any Obligations remain unpaid, the Issuer and the Parent Company shall perform the covenants and actions as set forth in, and in accordance with, the Secured Debenture Purchase Agreement.

ARTICLE 8
GENERAL MATTERS

8.1 Amalgamation

Each of the Parent Company and the Issuer acknowledges that if, to the extent permitted under the Secured Debenture Purchase Agreement, it amalgamates or merges with any other Person (a) the terms "**Parent Company**" and "**Issuer**", respectively, where used herein shall extend to and include the respective amalgamated or surviving Person, and (b) the term, "**Obligations**", where used herein shall extend to and include the Obligations of the Parent Company or the Issuer, respectively, and the amalgamated Person.

8.2 No Modification or Waiver

No modification, variation or amendment of any provision of this Secured Debenture shall be made without the prior written consent of all of the Secured Lenders, the Issuer and the Parent Company. The Secured Lender shall not, by any act, delay, omission or otherwise, be deemed to have expressly or impliedly waived any of its rights, powers and/or remedies unless such waiver shall be in writing and executed by an authorized officer of the Secured Lender. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by the Secured Lender of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which the Secured Lender would otherwise have on any future occasion, whether similar in kind or otherwise.

8.3 **Entire Agreement**

This Secured Debenture, together with the Secured Debenture Purchase Agreement and Transaction Agreements defined therein, constitute the entire agreement between the parties and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties. There are no other agreements between the parties in connection with the subject matter hereof except as specifically set forth or referred to herein or therein.

8.4 **Performance by Secured Lender**

If the Issuer or the Parent Company fails to perform any of their respective obligations hereunder, the Secured Lender may, after notice to the Issuer, but shall not be obligated to, perform any or all such obligations, and all reasonable costs, charges, expenses, fees, outlays and premiums incurred by the Secured Lender in connection therewith shall be payable by the Issuer forthwith upon demand by the Secured Lender and shall bear interest from the date incurred by the Secured Lender at the Interest Rate then in effect and shall form part of the Obligations. Any such performance by the Secured Lender shall not constitute a waiver by the Secured Lender of any right, power, or privilege under this Secured Debenture.

8.5 **Notice to the Issuer, the Parent Company and the Secured Lender**

Any notice to be given to the Issuer, the Parent Company or the Secured Lender shall be in writing and shall be deemed to be validly given if such notice is delivered in accordance with Article 18 (Notice) of the Secured Debenture Purchase Agreement.

8.6 **Replacement of Secured Debenture**

If this Secured Debenture shall become mutilated or be lost, stolen or destroyed and in the absence of notice that the Secured Debenture has been acquired by a *bona fide* purchaser, the Issuer in its discretion may issue a new Secured Debenture upon surrender and cancellation of the mutilated Secured Debenture, or, in the event that a Secured Debenture is lost, stolen or destroyed, in lieu of and in substitution for the same, and the substituted Secured Debenture shall be in the form hereof and the Secured Lender shall be entitled to benefits hereof. In case of loss, theft or destruction, the Secured Lender shall furnish to the Issuer such evidence of such loss, theft or destruction as shall be satisfactory to the Issuer in its discretion acting reasonably together with an indemnity in form and substance mutually acceptable to the Issuer and the Secured Lender, each acting reasonably. The applicant shall pay reasonable expenses incidental to the issuance of any such new Secured Debenture.

8.7 **Successors and Assigns**

This Secured Debenture shall enure to the benefit of the Secured Lender and its successors and its permitted assigns and shall be binding upon the Issuer, the Parent Company and their respective successors.

8.8 **Assignment**

No party may assign its rights or benefits under this Secured Debenture except that any of the Secured Lenders may assign any or all of its Secured Debentures from time to time and their rights and benefits or any of their obligations under this Secured Debenture to: (i) any Person controlled or managed by Gotham Green Partners, LLC or any of its Affiliates, (ii) except in the case of (i) above, any of its Affiliates or members; or (iii) any Person or Persons who may purchase all or part of their Secured Debentures, (i), (ii) and (iii) all being subject to compliance with applicable securities laws and applicable cannabis regulations.

8.9 **Registered Obligations**

The Issuer shall keep a "register" in which the Issuer shall provide for the recordation of the name and address of, and the amount of outstanding principal and interest owing to, the Secured Lender and its assignees. The entries in the register, as are approved by Secured Lender, shall be conclusive evidence of the amounts due and owing to the Secured Lender or its assignees in the absence of manifest error. The Issuer, the Secured Lender, and its assignees shall treat each Person whose name is recorded in the register pursuant to the terms hereof as the Secured Lender for all purposes. Notwithstanding anything to the contrary contained in this Secured Debenture, the Secured Debenture is a registered obligations and the right, title and interest of the Secured Lender and its assignees in and to this Secured Debenture shall be transferable only upon notation of such transfer in the register and Issuer shall promptly make such notation in the register upon delivery by Secured Lender or its assignees of assignment documents to Issuer. This Section 8.9 shall be construed so that the Secured Debenture is at all times maintained in "registered form" within the meaning of Sections 163(f), 871(h)(2) and 881(c)(2) of the United States Internal Revenue Code of 1986, as amended (the "**Code**"), and any related regulations (and any other relevant or successor provisions of the Code or such regulations). The register shall be available for inspection by the Secured Lender and its assignees at from time to time upon reasonable prior notice.

8.10 **Invalidity of Provisions**

Each of the provisions contained in this Secured Debenture is distinct and severable and a declaration of invalidity or unenforceability of any such provision by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof or thereof.

8.11 **Governing Law**

THIS SECURED DEBENTURE AND EACH OTHER TRANSACTION AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

8.12 **Maximum Rate of Interest**

Notwithstanding any other provisions of this Secured Debenture, if the amount of any interest, premium, fees or other monies or any rate of interest required to be paid under this Secured Debenture or any other document entered into in connection with this Secured Debenture would, but for this provision, contravene any applicable Law, then such amount or rate of interest shall be reduced to such maximum amount as would not contravene such provisions; and to the extent that any excess has been charged or received the Secured Lender shall apply such excess against the outstanding Obligations and refund to the Issuer any further excess amount.

8.13 **Time of Essence**

Time shall be of the essence of this Secured Debenture and a forbearance by the Secured Lender of the strict application of this provision shall not operate as a continuing or subsequent forbearance.

8.14 **Waiver**

The Issuer hereby waives presentment, notice of dishonor, protest and notice of protest. No failure or delay by the Secured Lender in exercising any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right exclude other further exercise thereof or the exercise of any other right.

8.15 **Waiver of Trial by Jury**

TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY TO THIS SECURED DEBENTURE HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING HEREUNDER OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO ANY TRANSACTION AGREEMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY TO THIS SECURED DEBENTURE HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 8.15 WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the Issuer and the Parent Company has caused this Secured Debenture to be executed by its duly authorized officer as of the date first written above.

iANTHUS CAPITAL MANAGEMENT, LLC

Per: _____
Name:
Title:

iANTHUS CAPITAL HOLDINGS, INC.

Per: _____
Name:
Title:

ACCEPTED AND AGREED by the Secured Lender as of the date first written above:

[•]

Per: _____
Name:
Title:

Exhibit 10.4

Execution Version

FORM OF UNSECURED DEBENTURE CERTIFICATE

THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "U.S. SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES. THE HOLDER HEREOF, BY PURCHASING SUCH SECURITIES, AGREES FOR THE BENEFIT OF iANTHUS CAPITAL MANAGEMENT, LLC (THE "ISSUER") THAT SUCH SECURITIES MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY (A) TO THE ISSUER, (B) OUTSIDE OF THE UNITED STATES IN ACCORDANCE WITH RULES 903 OR 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT AND IN COMPLIANCE WITH LOCAL LAWS AND REGULATIONS, (C) PURSUANT TO A REGISTRATION STATEMENT THAT HAS BEEN DECLARED EFFECTIVE UNDER THE U.S. SECURITIES ACT AND IS AVAILABLE FOR RESALE OF THE SECURITIES, OR (D) IN ACCORDANCE WITH (1) RULE 144A UNDER THE U.S. SECURITIES ACT, IF AVAILABLE, OR (2) ANOTHER AVAILABLE EXEMPTION FROM REGISTRATION UNDER THE U.S. SECURITIES ACT AND, IN EACH CASE, IN ACCORDANCE WITH ANY APPLICABLE STATE SECURITIES LAWS, PROVIDED THAT, IN THE CASE OF (D)(2) ABOVE OR IF OTHERWISE REQUIRED BY THE ISSUER, AN OPINION OF COUNSEL OF RECOGNIZED STANDING REASONABLY SATISFACTORY TO THE ISSUER, IS PROVIDED.

iANTHUS CAPITAL MANAGEMENT, LLC

8.0% SENIOR UNSECURED DEBENTURE

Date: June [•], 2022

ARTICLE 1
PRINCIPAL AND INTEREST

1.1 **Promise to Pay**

FOR VALUE RECEIVED, the undersigned, **iANTHUS CAPITAL MANAGEMENT, LLC ,** a limited liability company formed under the Laws of the State of Delaware, (the "**Issuer**") hereby acknowledges itself indebted to and promises to pay to the order of**[•]** and its successors and assigns (the "**Unsecured Lender**") on the earlier of (a) June [•], 2027 and (b) such earlier date as the Principal Amount (as hereinafter defined) may become payable (the "**Maturity Date**") in accordance with the provisions of this senior unsecured debenture (the '**Unsecured Debenture**"), the principal amount of [•] Dollars (USD $[•]) in lawful money of the United States (the "**Principal Amount**") and to accrue interest ("**Interest**") on the Principal Amount outstanding from time to time at the Interest Rate (as hereinafter defined) until the Principal Amount of the Unsecured Debenture is repaid in full in accordance with its terms. Interest shall accrue at the rate of 8% per annum (the "**Interest Rate**") and shall be calculated on the basis of the actual days elapsed in the period for which such Interest is to accrue and on the basis of a year of 360 days. Interest shall be paid in kind by adding the interest accrued on the Principal Amount on the last day of each fiscal quarter (the first such interest payment date being June 30, 2022), such amount thereafter becoming part of the "Principal Amount" and accruing interest hereunder, and such Interest paid in kind shall be payable on the date that all of the Principal Amount is due and payable pursuant hereto. Any Obligations (as defined in the Unsecured Debenture Agreement, defined below) arising out of this Unsecured Debenture, including without limitation the Principal Amount and the Interest, shall be referred to herein as the "**Obligations**". The Unsecured Lender acknowledges that this Unsecured Debenture is one of a series of debentures of substantially identical terms and conditions issued by the Issuer to other holders (with the Unsecured Lender, collectively, the "**Unsecured Lenders**") under the terms and conditions of the Unsecured Debenture Agreement.

ARTICLE 2
INTERPRETATION AND GENERAL PROVISIONS

2.1 **Interpretation**

Capitalized terms used herein without definition shall have the meaning ascribed thereto in the Unsecured Debenture Agreement dated June [•], 2022 among the Unsecured Lenders party thereto, the Issuer's parent company iAnthus Capital Holdings, Inc. (the "**Parent Company**"), as guarantor, and the Issuer (as amended, restated, supplemented or otherwise modified from time to time, the "**Unsecured Debenture Agreement**") providing for, *inter alia*, the issuance of this Unsecured Debenture to the Unsecured Lender.

2.2 **Plurality and Gender**

Words importing the singular number only shall include the plural and vice versa and words importing the masculine gender shall include the feminine gender and words importing Persons shall include firms and corporations and vice versa.

2.3 **Headings, etc.**

The division of this Unsecured Debenture into Articles, Sections, subsections and paragraphs and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Unsecured Debenture.

2.4 **Day Not a Business Day**

In the event that any day on or before which any action is required to be taken hereunder is not a Business Day, then such action shall be required to be taken at or before the requisite time on the next succeeding day that is a Business Day.

2.5 **Currency**

Any reference in this Unsecured Debenture to "**Dollars**", "**dollars**" or the sign "**$**" shall be deemed to be a reference to lawful money of the United States.

ARTICLE 3
PAYMENT OF PRINCIPAL AND INTEREST

3.1 The Obligations shall be due and payable without deduction or withholding for taxes of any kind or nature, unless specifically contemplated in the Unsecured Debenture Agreement, immediately on the earlier of:

(a) the Maturity Date; and

(b) the occurrence and continuance of an Event of Default (defined below).

ARTICLE 4
REDEMPTION

4.1 **No Early Redemption or Prepayment**

Except pursuant to Section 4.4, the Issuer shall not be permitted to redeem, convert or prepay the Unsecured Debentures prior to the date which is the third anniversary of the Closing Date without the prior written consent of the Unsecured Lender.

4.2 **Redemption or Prepayment**

From and after the third anniversary of the Closing Date and except as provided for in Section 4.4, the Issuer may prepay the Unsecured Debentures, in whole or in part, at any time upon at least 30 days' prior written notice to the Unsecured Lenders, without premium or penalty, provided that, any such prepayment must be paid to the Unsecured Lenders pro rata in respect of the unpaid Obligations under this Unsecured Debenture held by each Unsecured Lender.

4.3 **Notice of Change of Control Transaction**

Upon the occurrence of any event constituting or reasonably likely to constitute a Change of Control Transaction in respect of the Issuer or Parent Company, the Issuer shall give written notice to the Unsecured Lender of such Change of Control Transaction at least thirty (30) days or, with the prior written consent of the Unsecured Lender, as soon as reasonably possible prior to the effective date of any such Change of Control Transaction and another written notice on or immediately after the effective date of such Change of Control Transaction (the "**Change of Control Notice**").

4.4 **Redemption if Change of Control Transaction**

Upon receipt of a Change of Control Notice, each Unsecured Lender shall, in its sole discretion and within five (5) Business Days before the Change of Control Transaction, provide a written election to the Issuer to either (a) purchase this Unsecured Debenture at a price equal to 103% of the then outstanding Principal Amount thereof together with accrued and unpaid Interest and fees (the "**Offer Price**"); or (b) if the Change of Control Transaction results in a new issuer, or if the Unsecured Lender desires that this Unsecured Debenture remain unpaid and continue in effect after the closing of the Change of Control Transaction, convert or exchange this Unsecured Debenture into a replacement debenture of the new issuer or Issuer, as applicable, in the aggregate principal amount of the Offer Price on substantially equivalent terms to those terms contained herein, provided that, if 90% or more of the Principal Amount of all Unsecured Debentures outstanding on the date of the Change of Control Notice have been tendered for redemption, the Issuer will have the right, in its sole discretion, to redeem all of the outstanding Unsecured Debentures at the Offer Price. If the Issuer does not receive a written election from an Unsecured Lender as described above, the Unsecured Lender shall be deemed to consent to redemption of its Unsecured Debenture for the Offer Price, in which case the Issuer shall be required to pay the Offer Price to such Unsecured Lender concurrently with the completion of the Change of Control Transaction.

ARTICLE 5
EVENTS OF DEFAULT

5.1 The occurrence of an "Event of Default" under the Unsecured Debenture Agreement shall constitute an event of default ("**Event of Default**") hereunder.

5.2 Upon and during the continuation of an Event of Default, the Interest Rate shall increase by three percent (3%) per annum, and the Unsecured Lender shall be entitled to all of the rights and remedies set forth in the Unsecured Debenture Agreement and available to it under applicable Law.

ARTICLE 6
COVENANTS

6.1 **Covenants of the Issuer and the Parent Company**

So long as any Obligations remain unpaid, the Issuer and the Parent Company shall perform the covenants and actions as set forth in, and in accordance with, the Unsecured Debenture Agreement.

ARTICLE 7
GENERAL MATTERS

7.1 **Amalgamation**

Each of the Parent Company and the Issuer acknowledges that if, to the extent permitted under the Unsecured Debenture Agreement, it amalgamates or merges with any other Person (a) the terms "**Parent Company**" and "**Issuer**", respectively, where used herein shall extend to and include the respective amalgamated or surviving Person, and (b) the term, "**Obligations**", where used herein shall extend to and include the Obligations of the Parent Company or the Issuer, respectively, and the amalgamated Person.

7.2 **No Modification or Waiver**

No modification, variation or amendment of any provision of this Unsecured Debenture shall be made without the prior written consent of all of the Unsecured Lenders, the Issuer and the Parent Company. The Unsecured Lender shall not, by any act, delay, omission or otherwise, be deemed to have expressly or impliedly waived any of its rights, powers and/or remedies unless such waiver shall be in writing and executed by an authorized officer of the Unsecured Lender. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by the Unsecured Lender of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which the Unsecured Lender would otherwise have on any future occasion, whether similar in kind or otherwise.

7.3 **Entire Agreement**

This Unsecured Debenture together with the Unsecured Debenture Agreement and Transaction Agreements defined therein constitute the entire agreement between the parties and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties. There are no other agreements between the parties in connection with the subject matter hereof except as specifically set forth or referred to herein or therein.

7.4 **Performance by Unsecured Lender**

If the Issuer or the Parent Company fails to perform any of their respective obligations hereunder, the Unsecured Lender may, after notice to the Issuer, but shall not be obligated to, perform any or all such obligations, and all reasonable costs, charges, expenses, fees, outlays and premiums incurred by the Unsecured Lender in connection therewith shall be payable by the Issuer forthwith upon demand by the Unsecured Lender and shall bear interest from the date incurred by the Unsecured Lender at the Interest Rate then in effect and shall form part of the Obligations. Any such performance by the Unsecured Lender shall not constitute a waiver by the Unsecured Lender of any right, power, or privilege under this Unsecured Debenture.

7.5 **Notice to the Issuer, the Parent Company and the Unsecured Lender**

Any notice to be given to the Issuer, the Parent Company or the Unsecured Lender shall be in writing and shall be deemed to be validly given if such notice is delivered in accordance with Article 18 (Notice) of the Unsecured Debenture Agreement.

7.6 **Replacement of Unsecured Debenture**

If this Unsecured Debenture shall become mutilated or be lost, stolen or destroyed and in the absence of notice that the Unsecured Debenture has been acquired by a *bona fide* purchaser, the Issuer in its discretion may issue a new Unsecured Debenture upon surrender and cancellation of the mutilated Unsecured Debenture, or, in the event that a Unsecured Debenture is lost, stolen or destroyed, in lieu of and in substitution for the same, and the substituted Unsecured Debenture shall be in the form hereof and the Unsecured Lender shall be entitled to benefits hereof. In case of loss, theft or destruction, the Unsecured Lender shall furnish to the Issuer such evidence of such loss, theft or destruction as shall be satisfactory to the Issuer in its discretion acting reasonably together with an indemnity in form and substance mutually acceptable to the Issuer and the Unsecured Lender, each acting reasonably. The applicant shall pay reasonable expenses incidental to the issuance of any such new Unsecured Debenture.

7.7 **Successors and Assigns**

This Unsecured Debenture shall enure to the benefit of the Unsecured Lender and its successors and its assigns and shall be binding upon the Issuer, the Parent Company and their respective successors.

7.8 **Assignment**

No party may assign its rights or benefits under this Unsecured Debenture except that any of the Unsecured Lenders may assign all or any portion of its rights and benefits under this Unsecured Debenture to: (i) any of its Affiliates or members; or (ii) any Person or Persons who may purchase all or part of their Unsecured Debentures, both (i) and (ii) being subject to compliance with applicable securities laws and applicable cannabis regulations.

7.9 **Registered Obligations**

The Issuer shall keep a "register" in which the Issuer shall provide for the recordation of the name and address of, and the amount of outstanding principal and interest owing to, the Unsecured Lender and its assignees. The entries in the register, as are approved by Unsecured Lender, shall be conclusive evidence of the amounts due and owing to the Unsecured Lender or its assignees in the absence of manifest error. The Issuer, the Unsecured Lender, and its assignees shall treat each Person whose name is recorded in the register pursuant to the terms hereof as the Unsecured Lender for all purposes. Notwithstanding anything to the contrary contained in this Unsecured Debenture, the Unsecured Debenture is a registered obligations and the right, title and interest of the Unsecured Lender and its assignees in and to this Unsecured Debenture shall be transferable only upon notation of such transfer in the register and Issuer shall promptly make such notation in the register upon delivery by Unsecured Lender or its assignees of assignment documents to Issuer. This Section 7.9 shall be construed so that the Unsecured Debenture is at all times maintained in "registered form" within the meaning of Sections 163(f), 871(h)(2) and 881(c)(2) of the United States Internal Revenue Code of 1986, as amended (the "**Code**"), and any related regulations (and any other relevant or successor provisions of the Code or such regulations). The register shall be available for inspection by the Unsecured Lender and its assignees at from time to time upon reasonable prior notice.

7.10 **Invalidity of Provisions**

Each of the provisions contained in this Unsecured Debenture is distinct and severable and a declaration of invalidity or unenforceability of any such provision by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof or thereof.

7.11 **Governing Law**

THIS UNSECURED DEBENTURE AND EACH OTHER TRANSACTION AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

7.12 **Maximum Rate of Interest**

Notwithstanding any other provisions of this Unsecured Debenture, if the amount of any interest, premium, fees or other monies or any rate of interest required to be paid under this Unsecured Debenture or any other document entered into in connection with this Unsecured Debenture would, but for this provision, contravene any applicable Law, then such amount or rate of interest shall be reduced to such maximum amount as would not contravene such provisions; and to the extent that any excess has been charged or received the Unsecured Lender shall apply such excess against the outstanding Obligations and refund to the Issuer any further excess amount.

7.13 **Time of Essence**

Time shall be of the essence of this Unsecured Debenture and a forbearance by the Unsecured Lender of the strict application of this provision shall not operate as a continuing or subsequent forbearance.

7.14 **Waiver**

The Issuer hereby waives presentment, notice of dishonor, protest and notice of protest. No failure or delay by the Unsecured Lender in exercising any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right exclude other further exercise thereof or the exercise of any other right.

7.15 **Waiver of Trial by Jury**

TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY TO THIS UNSECURED DEBENTURE HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING HEREUNDER OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO ANY TRANSACTION AGREEMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY TO THIS UNSECURED DEBENTURE HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 7.15 WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the Issuer and the Parent Company has caused this Unsecured Debenture to be executed by its duly authorized officer as of the date first written above.

iANTHUS CAPITAL MANAGEMENT, LLC

Per: _____
Name:
Title:

iANTHUS CAPITAL HOLDINGS, INC.
as Parent Company and as guarantor

Per: _____
Name:
Title:

ACCEPTED AND AGREED by the Unsecured Lender as of the date first written above:

[•]

Per: _____
Name:
Title:

Exhibit 10.5

[*] Certain information in this document has been omitted from this exhibit because it is both (i) not material and (ii) is the type that the Registrant treats as private or confidential.

REGISTRATION RIGHTS AGREEMENT

Made as of June 24, 2022

Among

iANTHUS CAPITAL HOLDINGS, INC.

iANTHUS CAPITAL MANAGEMENT, LLC

CERTAIN HOLDERS

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REGISTRATION RIGHTS AGREEMENT

THIS AGREEMENT is made as of the 24th day of June, 2022 (the "**Effective Date**").

AMONG:

iANTHUS CAPITAL HOLDINGS, INC., a corporation existing under the laws of the Province of British Columbia

(the "**Corporation**")

– and –

iANTHUS CAPITAL MANAGEMENT, LLC, a Delaware limited liability company

("**ICM**")

– and –

EACH OF THE OTHER SIGNATORIES THAT IS AFFILIATED WITH GOTHAM GREEN PARTNERS, LLC

(collectively, "**Gotham**")

– and –

EACH OF THE OTHER SIGNATORIES THAT IS AFFILIATED WITH [*]

(collectively, "**[*]**")

– and –

EACH OF THE OTHER SIGNATORIES THAT IS AFFILIATED WITH [*]

(collectively, "**[*]**")

– and –

[*]

(collectively, "**[*]**")

– and –

[*]
AND EACH OF THEIR
AFFILIATES THAT ARE SIGNATORIES

(collectively, "**[*]**")

– and –

[*]
AND EACH OF ITS AFFILIATES THAT ARE
SIGNATORIES

(collectively, "**[*]**")

WHEREAS each of Gotham, [*], [*], [*], [*] and [*], together with each of its respective Affiliates that holds Registrable Securities, is a "**Holder**" and collectively they are the "**Holders**";

AND WHEREAS pursuant to a restructuring support agreement dated July 10, 2020 entered into by, among others, the Corporation, ICM, and each of the Holders, the Corporation proposed an amended and restated plan of arrangement dated August 6, 2020 which has been adopted and approved by the Supreme Court of British Columbia pursuant to the British Columbia *Business Corporations Act* to implement a recapitalization transaction and which took effect on the Effective Date (the "**Plan**");

AND WHEREAS the Holders are entering into this Agreement to provide for certain rights of the Holders in connection with the Plan;

AND WHEREAS the Plan contemplates that a Voting Agreement (as defined in the Plan) shall be entered into among the Corporation, ICM and the Holders in form and substance acceptable to the Holders, effective on the Effective Date, and the Parties wish to confirm that this Agreement, together with the Investor Rights Agreement, is the "Voting Agreement" as defined in the Plan;

NOW THEREFORE, in consideration of the respective covenants and agreements of the Parties herein contained and for other good and valuable consideration provided for under the Plan, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

ARTICLE 1
DEFINITIONS

1.1 Defined Terms

For the purposes of this Agreement, the following terms shall have the following meanings:

(a) "**Affiliate**" means, with respect to any specified Person, any other Person which, directly or indirectly, through one or more Persons, Controls, or is Controlled by, or is under common Control with, such specified Person;

(b) "**Blackout Period**" means, with respect to a registration, a period during which the Corporation, in the good faith judgment of its board of directors, determines that a registration of securities would require (i) disclosure of material non-public information, the premature disclosure of which would reasonably be expected to materially and adversely affect any bona fide material financing of the Corporation or any other material transaction involving the Corporation, or (ii) disclosure of financial statements required to be included in a Shelf Prospectus or S-3 Registration Statement which are unavailable for reasons beyond the Corporation's control;

(c) "**Business Day**" means any day except Saturday, Sunday or any day on which banks are generally not open for business in Vancouver, British Columbia, Toronto, Ontario or New York, New York;

(d) "**Canadian Securities Laws**" means all applicable Canadian securities laws, the respective regulations, rules and orders made thereunder, and all applicable policies and notices issued by the Canadian Securities Regulators;

(e) "**Canadian Securities Regulators**" means, collectively, the securities commissions or other securities regulatory authorities in each of the applicable provinces and territories of Canada;

(f) "**Common Share Percentage**" of a Holder or Holders means the number of issued Common Shares held by such Holder or Holders at the time such determination is made, divided by the total number of Common Shares issued and outstanding at the time such determination is made;

(g) "**Common Shares**" means the common shares of the Corporation and any other class of shares of the Corporation or any successor corporation that gives the holder the right to vote at a meeting of shareholders;

(h) "**Control**", "Controlled by" and "under common Control with", as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person or to appoint or remove the majority of the board of directors of such Person, whether through the ownership of voting securities, by agreement or otherwise, and in the case of a Person that is a limited partnership includes the general partner(s) of the limited partnership;

(i) "**Demand Exercise Notice**" has the meaning set forth in Section 3.2(c) of this Agreement;

(j) "**Demand Registration**" has the meaning set forth in Section 3.2(a) of this Agreement;

(k) "**Demand Registration Request**" has the meaning set forth in Section 3.2(b) of this Agreement;

(l) "**Demand Request Notice**" has the meaning set forth in Section 3.2(c) of this Agreement;

(m) "**Demanding Holder**" has the meaning set forth in Section 3.2(c) of this Agreement;

(n) "**Demand Participating Holders**" has the meaning set forth in Section 3.2(d) of this Agreement;

(o) "**Designated Registrable Securities**" has the meaning set forth in Section 3.2(b)(i) of this Agreement;

(p) "**Distribution**" means

(i) the qualification of a distribution of Common Shares pursuant to a Prospectus in accordance with Canadian Securities Laws in one or more of the provinces or territories of Canada; or

(ii) the registration of Common Shares pursuant to a Registration Statement in accordance with U.S. Securities Laws in the United States,

in each case, excluding any distribution or registration of Common Shares relating to: (A) an Equity Incentive Plan or dividend reinvestment plans; or (B) an acquisition, arrangement, amalgamation, merger, business combination or similar transaction after the date hereof by the Corporation or any of its Subsidiaries of or with any other businesses;

(q) "**Equity Incentive Plan**" means any equity incentive plan for employees of the Corporation or its Subsidiaries;

(r) "**Equity Securities**" means:

(i) any Common Shares, preferred shares or other equity security of the Corporation,

(ii) any security convertible or exchangeable, with or without consideration, into any Common Shares, preferred shares or other equity security (including any option to purchase such a convertible security), or

(iii) any security carrying any warrant or right to subscribe to or purchase any Common Shares, preferred shares or other equity security, or any such warrant or right;

(s) "**Indemnified Party**" has the meaning set forth in Section 5.4 of this Agreement;

(t) "**Indemnifying Party**" has the meaning set forth in Section 5.4 of this Agreement;

(u) "**Investor Rights Agreement**" means the investor rights agreement entered into among certain of the Holders, the Corporation and ICM effective as of the Effective Date, as amended from time to time;

(v) "**NI 44-102**" has the meaning set forth in Section 3.1(a)(i);

(w) "**Participating Holders**" means the Demand Participating Holders or the Piggyback Holders, as applicable;

(x) "**Parties**" means, collectively, the Corporation, ICM, and the Holders, and "Party" refers to any of them;

(y) "**Person**" means any individual, corporation or company with or without share capital, partnership, joint venture, association, trust, unincorporated organization, trustee, executor, administrator or other legal personal representative, regulatory body or agency, government or governmental agency, authority or entity however designated or constituted;

(z) "**Piggyback Exercise Notice**" has the meaning set forth in Section 3.3(c);

(aa) "**Piggyback Holder**" has the meaning set forth in Section 3.3(c);

(bb) "**Piggyback Notice**" has the meaning set forth in Section 3.3(a);

(cc) "**Piggyback Registrable Securities**" has the meaning set forth in Section 3.3(c) of this Agreement;

(dd) "**Piggyback Registration**" has the meaning set forth in Section 3.3(a) of this Agreement;

(ee) "**Plan**" has the meaning set forth in the recitals hereto;

(ff) "**Prospectus**" means a prospectus, as such term is used in Section 1.2 of National Instrument41-101 – General Prospectus Requirements under Canadian Securities Laws, and includes a preliminary prospectus (including a preliminary short form prospectus) and a final prospectus (including a final short-form prospectus), and, as applicable, a base shelf prospectus and shelf prospectus supplement, together with all amendments and supplements thereto and all material incorporated by reference or deemed to be incorporated by reference therein;

(gg) "**Register**", "**Registered**" and "**Registration**" unless the context requires otherwise, refers to the filing of a Prospectus for the purposes of qualifying Registrable Securities for distribution under Canadian Securities Laws or the filing of a Registration Statement for the purpose of registering Registrable Securities under U.S. Securities Laws, in each case in accordance with the terms of this Agreement;

(hh) "**Registrable Securities**" means:

(i) any Common Shares held by a Holder;

(ii) any Common Shares issuable upon the exercise, conversion or exchange of any of the securities of the Corporation held by a Holder; and

(iii) all Common Shares directly or indirectly issued or issuable with respect to the securities referred to in paragraphs (i) and (ii) by way of subdivision or consolidation, stock dividend or other distribution, reclassification or capital reorganization or an amalgamation, arrangement or merger of the Corporation with or into another Person;

(ii) "**Registration Expenses**" means all expenses incurred in connection with a Registration, including (without limitation):

(i) all fees, disbursements, expenses and commissions payable to any underwriter for an underwritten offering, agent for an agency offering or their respective counsel;

(ii) all fees, disbursements and expenses of counsel and the auditor to the Corporation;

(iii) all expenses in connection with the preparation, translation, printing and filing of any Prospectus or Registration Statement or marketing materials, and the mailing and delivering of copies thereof;

(iv) all qualification or filing fees of any Securities Authority;

(v) all transfer agents', depositaries' and registrars' fees and the fees of any other agent appointed by the Corporation in connection with a Registration;

(vi) all fees and expenses payable in connection with the listing of any Registrable Securities on each stock exchange on which the Common Shares are then listed;

(vii) all expenses reasonably incurred by the Holders in connection with the Registration, including all reasonable fees, disbursements and expenses of the Holders' counsel, independent public accountants and other advisors; and

(viii) all costs and expenses associated with the conduct of any "road show" related to such Registration;

(jj) "**Registration Statement**" means a registration statement filed with the SEC pursuant to the U.S. Securities Act (including any prospectus supplement, and amendments to any such registration statement or prospectus, filed with respect thereto including pre- and post-effective amendments, all exhibits thereto, and all material incorporated by reference or deemed to be incorporated by reference in any such registration statement or prospectus);

(kk) "**Requesting Holder**" has the meaning set forth in Section 3.2(a) of this Agreement;

(ll) "**Requisite Holders**" means the Holders who hold at least 66 2/3% of the issued Common Shares held by all Holders at the time such determination is made;

(mm) "**Rule 415**" has the meaning set forth in Section 3.1(a)(ii);

(nn) "**S-3 Registration Statement**" has the meaning set forth in Section 3.1(c)(ii);

(oo) "**SEC**" means the U.S. Securities and Exchange Commission;

(pp) "**SEC Guidance**" means (i) any publicly-available written or oral guidance of the SEC staff, or any comments, requirements or requests of the SEC staff and (ii) the U.S. Securities Act;

(qq) "**Securities Authorities**" means Canadian Securities Regulators, the SEC, state securities authorities, and any other applicable securities regulatory authorities;

(rr) "**Shelf Prospectus**" has the meaning set forth in Section 3.1(c)(i);

(ss) "**Shelf Request**" has the meaning set forth in Section 3.1(c);

(tt) "**Subsidiary**" means, with respect to a corporation or limited liability company (the "**Parent Corporation**"), a corporation or limited liability company that is (i) Controlled by the Parent Corporation or (ii) Controlled by one or more corporations or limited liability companies each of which is Controlled by the Parent Corporation, and for certainty, with respect to the Corporation, includes ICM;

(uu) "**Substantial Holders**" has the meaning set forth in Section 3.2(a) of this Agreement;

(vv) "**U.S. Exchange Act**" means the *United States Securities Exchange Act of 1934*, as amended;

(ww) "**U.S. Prospectus**" means the prospectus forming a part of the Registration Statement;

(xx) "**U.S. Securities Act**" means the *Securities Act of 1933*, as amended;

(yy) "**U.S. Securities Laws**" means applicable United States federal securities laws, including, without limitation, the U.S. Securities Act and the U.S. Exchange Act, and applicable state securities laws and the respective regulations, instruments and rules made under those securities laws, together with all applicable published policy statements, notices, blanket orders and rulings of the securities commissions or securities regulatory authorities.

ARTICLE 2
VOTING AGREEMENT

2.1 Voting Agreement

This Agreement, together with the Investor Rights Agreement, is the "Voting Agreement" as defined in the Plan and each has taken effect on the Effective Date pursuant to the Plan.

ARTICLE 3
REGISTRATION RIGHTS

3.1 Registration Statement

(a) Upon receipt of written notice from the Substantial Holders, the Corporation will use its best efforts, consistent with the terms of this Agreement, to qualify for and remain eligible to:

(i) file a short-form Prospectus in accordance with National Instrument 44-102 – Shelf Distributions ("**NI 44-102**"); or

(ii) use a registration statement on Form S-3 or a similar short-form registration statement in accordance with Rule 415 under the U.S. Securities Act ("**Rule 415**") and other U.S. Securities Laws.

(b) Upon becoming qualified pursuant to Section 3.1(a), the Corporation shall notify the Holders in writing.

(c) At any time after the provision of notice by the Corporation pursuant to Section 3.1(b), the Corporation shall, upon receipt of written notice from the Substantial Holders (a "**Shelf Request**"), prepare and file:

(i) with the applicable Canadian Securities Regulators a preliminary and final base "shelf" Prospectus to facilitate a secondary offering of all of the Registrable Securities pursuant to NI 44-102 (a "**Shelf Prospectus**"); or

(ii) with the SEC a Registration Statement pursuant to Rule 415 on Form S-3 (or such other form available to register for resale the Registrable Securities as a secondary offering) covering the resale of all of the Registrable Securities for an offering to be made on a continuous basis pursuant to Rule 415 (a "**S-3 Registration Statement**").

(d) The Corporation shall:

(i) use commercially reasonable efforts to file a Shelf Prospectus or S-3 Registration Statement, as applicable, as soon as practicable but in no event later than 20 days following the receipt by the Corporation of the Shelf Request, provided that the Corporation shall be permitted to defer the filing of such Shelf Prospectus or S-3 Registration Statement in the event that a Shelf Request is received during a Blackout Period, until such time as the financial statements required to be included or the material non-public information resulting in the Blackout Period is required to be filed with the SEC or otherwise disclosed to the public; and

(ii) use commercially reasonable efforts to obtain a receipt from the Canadian Securities Regulators for the Shelf Prospectus, or to cause the S-3 Registration Statement to be declared effective by the SEC, as applicable, as soon as possible after filing.

(e) The Corporation shall use its best efforts to maintain in effect, supplement and amend if necessary the Shelf Prospectus and S-3 Registration Statement, as applicable, as required under Canadian Securities Laws or U.S. Securities Laws, as applicable, or as reasonably requested by the Substantial Holders and will furnish to the Holders copies of any Shelf Prospectus, S-3 Registration Statement, and supplement or amendment thereto, as applicable. If at any time the Shelf Prospectus or S-3 Registration Statement, as applicable, ceases to be effective, then the Corporation shall use its best efforts to file and cause to become effective a new Shelf Prospectus or S-3 Registration Statement, as applicable, as promptly as practicable.

(f) The Corporation shall be liable for and pay all Registration Expenses in connection with each Shelf Prospectus and S-3 Registration Statement, as applicable.

3.2 Demand Registration Rights

(a) Subject to Section 3.2(f), at any time after the Effective Date, any Holder or combination of Holders whose aggregate Common Share Percentage is at least 15% (together the "**Substantial Holders**") may require the Corporation to file a Prospectus (other than a Shelf Prospectus) or Registration Statement on any such Form pursuant to U.S. Securities Laws that the Corporation is eligible to use (such Substantial Holders collectively, the "**Requesting Holder**") and take such other steps as may be necessary to facilitate a Distribution in Canada or the United States of all or any portion of the Registrable Securities held by the Requesting Holder (the "**Demand Registration**").

(b) Any such request shall be made by a notice in writing (a "**Demand Registration Request**") to the Corporation and shall:

(i) specify the number and the class or classes of Registrable Securities that the Requesting Holder intends to offer and sell (subject to Section 3.2(c), the "**Designated Registrable Securities**");

(ii) express the intention of the Requesting Holder to offer or cause the offering of such Designated Registrable Securities;

(iii) describe the nature or methods of the proposed offer and sale thereof, the provinces and territories (as applicable) in which such offer will be made, and whether such offer will be made in the United States;

(iv) specify the minimum offering price per Designated Registrable Security that the Requesting Holder, acting reasonably, would be willing to accept in such Demand Registration, provided that, such information is not required for a Registration Statement filed pursuant to U.S. Securities Laws; and

(v) specify whether such offer and sale will be made on an underwritten or fully-marketed basis.

(c) Upon receipt of a Demand Registration Request, the Corporation will promptly notify all Holders that are holders of Registrable Securities of the Demand Registration Request (the "**Demand Request Notice**"). Each such Holder that is not a Requesting Holder and that wishes to include all or a portion of such Holder's Registrable Securities in the Demand Registration (a "**Demanding Holder**") shall so notify the Corporation (a "**Demand Exercise Notice**") within 3 Business Days (except in the case of a bought deal, in which case the Demanding Holder shall have until 6:30 am Toronto time on the next Business Day) after the receipt by the Demanding Holder of the Demand Request Notice. A Demand Exercise Notice shall be in writing and shall specify the number of Registrable Securities that the Demanding Holder wishes to include in the Demand Registration.

(d) Upon giving a Demand Exercise Notice, subject to the remainder of this Article 3, the applicable Demanding Holder shall be entitled to have its Registrable Securities included in the Demand Registration and the term "**Designated Registrable Securities**" shall be deemed to include such Registrable Securities for the purposes of this Agreement. Together, the Requesting Holder and each Demanding Holder (if any) are the "**Demand Participating Holders**".

(e) Subject to this Agreement, the Corporation shall, subject to Canadian Securities Laws or U.S. Securities Laws, as applicable, use its commercially reasonable efforts to file within 20 days following delivery of a Demand Registration Request one or more Prospectuses or Registration Statements (provided that the Corporation shall be permitted to defer the filing of such Prospectuses or Registration Statements in the event that a Demand Registration Request is received during a Blackout Period, until such time as the financial statements required to be included or the material non-public information resulting in the Blackout Period is required to be filed with the SEC or otherwise disclosed to the public) in compliance with applicable Canadian Securities Laws or applicable U.S. Securities Laws, in order to permit the Distribution in Canada or the United States of all of the Designated Registrable Securities. The Parties shall cooperate in a timely manner in connection with such Distribution and the procedures in Article 4 of this Agreement shall apply.

(f) The Corporation shall not be obliged to effect:

(i) more than two Demand Registrations in any fiscal year of the Corporation provided that for purposes of this Section 3.2(f)(i), a Demand Registration shall not be considered as having been effected until a receipt has been issued by applicable Canadian Securities Regulators for the Prospectus or the SEC has declared effective the Registration Statement pursuant to which the Designated Registrable Securities are to be sold; provided that this Section 3.2(f)(i) may not be relied upon by the Corporation in respect of any Demand Registration in which the Demand Participating Holders shall not have sold at least 75% of the Designated Registrable Securities sought to be included in such Demand Registration;

(ii) a Demand Registration in the event that the Corporation has received a prior Demand Registration Request from another Substantial Holder that has not been rejected by the Corporation and which offering has not yet closed, provided that this Section 3.2(f)(ii) may only be relied on by the Corporation for a period of 90 days after receipt of the prior Demand Registration Request;

(iii) a Demand Registration within a period of 90 days after the date of completion of a Distribution in respect of which either a Demand Registration Request or a Piggyback Notice was delivered;

(iv) a Demand Registration in the event the Corporation determines in its good faith judgment, after consultation with the Demand Participating Holders and its financial and legal advisors, that

(A) either (1) the effect of the filing of a Prospectus or Registration Statement would have a material adverse effect on the Corporation because such action would materially interfere with a pending or proposed material acquisition, reorganization or similar material transaction involving the Corporation; or (2) there exists at the time material non-public information relating to the Corporation the disclosure of which would be materially adverse to the Corporation; and

(B) that it is in the best interests of the Corporation to defer the filing of a Prospectus or Registration Statement at such time,

in which case the Corporation's obligations under this Section 3.2 may be deferred for a period of not more than 90 days from the date of the Corporation's receipt of the applicable Demand Registration Request, and the Corporation shall not qualify or register any securities offered by the Corporation during such period; provided that this Section 3.2(f)(iv) may not be relied upon by the Corporation more than once in any 12-month period;

(v) a Demand Registration during any regularly scheduled black-out period in which insiders of the Corporation are restricted from trading in securities of the Corporation under the Corporation's insider trading policy or any other applicable policy of the Corporation, or under Canadian Securities Laws or U.S. Securities Laws, as applicable; or

(vi) an underwritten Demand Registration in respect of a number of Registrable Securities that is expected to result in gross sale proceeds to the Demand Participating Holders of less than US$10 million.

(g) In the case of a Distribution initiated pursuant to this Section 3.2, the Requesting Holder shall have the right to select the managing underwriter(s) or managing agent(s) and the counsel retained thereby which will perform such Distribution, provided, however, the Requesting Holder's selection will be subject to the approval of the Corporation, such approval not to be unreasonably withheld or delayed. The Corporation shall have the right to retain counsel of its choice to assist it in fulfilling its obligations under this Article 3.

(h) Subject to the remainder of this Article 3, the Corporation shall be entitled to include Common Shares that are not Registrable Securities in any Demand Registration upon written notice to the Demand Participating Holders not more than 2 Business Days (except in the case of a bought deal, in which case the Corporation shall have until 6:30 am Toronto time on the next Business Day) after the Demand Registration Request was delivered, specifying the number of Common Shares to be included by the Corporation in such Demand Registration.

(i) If Form S-3 is not available for the registration of the resale of Registrable Securities hereunder, the Corporation shall:

(i) register the resale of the Registrable Securities on another appropriate form; and

(ii) undertake to register the Registrable Securities on FormS-3 as soon as such form is available, provided that the Corporation shall maintain the effectiveness of the Registration Statement then in effect until such time as a Registration Statement on Form S-3 covering the Registrable Securities has been declared effective by the SEC.

(j) Notwithstanding anything to the contrary contained herein, in no event shall the Corporation be permitted to name any Holder or Affiliate of a Holder as any "underwriter" without the prior written consent of such Holder.

(k) Notwithstanding the registration obligations set forth in this Section 3.2, if the SEC informs the Corporation that all of the Registrable Securities cannot, as a result of the application of Rule 415 of the U.S. Securities Act, be registered for resale as a secondary offering on a single registration statement, the Corporation agrees to promptly inform each of the Holders thereof and use its commercially reasonable efforts to file an additional Registration Statement as required by the SEC, covering the maximum number of Registrable Securities permitted to be registered by the SEC, on Form S-3 or such other form available to register for resale the Registrable Securities as a secondary offering; provided, however, that prior to filing such additional Registration Statement, the Corporation shall be obligated to use diligent efforts to advocate with the SEC for the registration of all of the Registrable Securities in accordance with the SEC Guidance, including without limitation, SEC Compliance and Disclosure Interpretation 612.09.

(l) Notwithstanding any other provision of this Agreement, if the SEC or any SEC Guidance sets forth a limitation on the number of Registrable Securities permitted to be registered on a particular Registration Statement as a secondary offering (and notwithstanding that the Company used diligent efforts to advocate with the SEC for the registration of all or a greater portion of Registrable Securities), unless otherwise directed in writing by a Holder as to its Registrable Securities, the number of Registrable Securities to be registered on such Registration Statement will be reduced as follows:

(i) First, the Corporation shall reduce or eliminate any securities to be included other than Registrable Securities;

(ii) Second, the Corporation shall reduce Registrable Securities represented by any Common Shares issuable upon the exercise, conversion or exchange of any of the securities of the Corporation held by a Holder; and

(iii) Third, the Corporation shall reduce Registrable Securities represented by Common Shares (applied, in the case that some Common Shares may be registered, to the Holders on a pro rata basis based on the total number of unregistered Common Shares held by such Holders).

In the event of a cutback hereunder, the Corporation shall give the Holder at least five Business Days' prior written notice along with the calculations as to such Holder's allotment. In the event the Corporation amends the Registration Statement in accordance with the foregoing, the Corporation will use its best efforts to file with the SEC, as promptly as allowed by the SEC or SEC Guidance provided to the Corporation or to registrants of securities in general, one or more registration statements on Form S-1 or such other form available to register for resale those Registrable Securities that were not registered for resale on the Registration Statement, as amended.

3.3 Piggyback Registration Rights

(a) If at any time and from time to time the Corporation proposes to make a Distribution for its own account, other than (i) a Distribution on a Form S-4 (or any successor or similar form) in connection with a direct or indirect acquisition by the Corporation of another Person, (ii) a Distribution on a Form S-8 (or any successor or similar form), or (iii) a Distribution pursuant to a Demand Registration Request, the Corporation shall promptly give written notice of such Distribution (a "**Piggyback Registration**") to the Holders (the "**Piggyback Notice**").

(b) A Piggyback Notice shall:

(i) specify the number of Common Shares proposed to be included in the Piggyback Registration;

(ii) contain the proposed date of the Piggyback Registration;

(iii) contain the proposed means of the Piggyback Registration;

(iv) contain the proposed managing underwriter(s) or managing agent(s) or other underwriters or agents, as applicable; and

(v) specify the minimum offering price per Common Share that the Corporation, acting reasonably, would be willing to accept in such Piggyback Registration.

(c) In the event that a Piggyback Notice shall have been given, each Holder that wishes to include all or a portion of such Holder's Registrable Securities (the "**Piggyback Registrable Securities**") in the Piggyback Registration (a "**Piggyback Holder**") shall so notify the Corporation (a "**Piggyback Exercise Notice**") within 3 Business Days (except in the case of a bought deal, in which case the Piggyback Holders shall have until 6:30 am Toronto time on the next Business Day) after the receipt by the Piggyback Holder of such Piggyback Notice. A Piggyback Exercise Notice shall be in writing and shall specify the number of Registrable Securities that the Piggyback Holder wishes to offer and sell in the Piggyback Registration.

(d) Upon giving a Piggyback Exercise Notice, subject to the remainder of this Article 3, the Corporation shall use reasonable commercial efforts to include in the Piggyback Registration the applicable Piggyback Registrable Securities specified in the Piggyback Exercise Notice.

(e) The Corporation may at any time after giving a Piggyback Notice and prior to the time a Prospectus or Registration Statement is filed in connection with such Piggyback Registration, and without the consent of the Holders, abandon the proposed Piggyback Registration in which the Piggyback Holders have requested to participate, provided that the Corporation will pay all Registration Expenses in connection with such abandoned Piggyback Registration, and provided further that if permitted pursuant to Section 3.2 of this Agreement, one or more Piggyback Holders may continue the Piggyback Registration as a Demand Registration.

(f) Notwithstanding the foregoing, except with respect to offerings conducted by underwriter(s) or agent(s), the Corporation shall not be required to register any Registrable Securities pursuant to this Section 3.3 that are eligible for resale pursuant to Rule 144 (without volume restrictions or current public information requirements) promulgated by the SEC pursuant to the U.S. Securities Act or that are the subject of a then effective Registration Statement that is available for resales or other dispositions by such Holder.

3.4 Withdrawal of Registration

Any Participating Holder shall have the right to withdraw its Demand Registration Request, Demand Exercise Notice, or Piggyback Exercise Notice, as applicable, without incurring any liability to the Corporation or any other Person by giving written notice to the Corporation of its request to withdraw; provided, however, that:

(a) such request must be made in writing five Business Days prior to the execution of the underwriting agreement or agency agreement or other similar agreement with respect to such offering (if any) (except in the case of a bought deal, in which case such request must be made prior to the date of the bought deal letter or underwriting agreement, as applicable);

(b) such withdrawal will be irrevocable and, after making such withdrawal, the applicable Participating Holder will no longer have any right to include its Registrable Securities in the Distribution pertaining to which such withdrawal was made; and

(c) the fees, expenses and disbursements incurred by such withdrawing Participating Holder incurred in connection with a withdrawn Registration Request, Demand Exercise Notice or Piggyback Exercise Notice, as applicable, shall be borne solely by such Participating Holder.

3.5 Underwriters' Cutback

(a) Notwithstanding the provisions of Section 3.2, if, in connection with a Demand Registration, the managing underwriter(s) or managing agent(s) advise the Corporation or the Demand Participating Holders in writing that in their reasonable judgment, the number of Common Shares sought to be included in such Distribution would likely have a significant adverse effect on the distribution or sales price of the securities to be sold in such Distribution, then the Corporation shall include in such Distribution such securities as is determined in good faith by such managing underwriter(s) or managing agent(s), as applicable, in the following priority:

(i) first, the Registrable Securities requested to be included in such Distribution by the Demand Participating Holders (with such number of Registrable Securities reduced *pro rata* if required based on the relative number of Registrable Securities held by such Demand Participating Holders as of the date thereof); and

(ii) second, any Common Shares proposed to be qualified for distribution or registered by the Corporation for its own account.

(b) Notwithstanding the provisions of Section 3.3, if, in connection with a Piggyback Registration, the managing underwriter(s) or managing agent(s) advise the Corporation or the Piggyback Holders in writing that in their reasonable judgment, the number of Common Shares sought to be included in such Distribution would likely have a significant adverse effect on the distribution or sales price of the securities to be sold in such Distribution, then the Corporation shall include in such Distribution such securities as is determined in good faith by such managing underwriter(s) or managing agent(s), as applicable, in the following priority:

(i) first, the Common Shares proposed to be qualified for distribution or registered by the Corporation for its own account; and

(ii) second, any Registrable Securities requested to be included in such Distribution by the Piggyback Holders (with such number of Registrable Securities reduced *pro rata* if required based on the relative number of Registrable Securities held by such Piggyback Holders as of the date thereof).

3.6 Expenses

Subject to Section 3.3(e) and Section 3.4, all Registration Expenses incident to the performance of or compliance with this Article 3 by the Parties shall be borne by the Corporation, other than all commissions payable to any underwriter(s) for an underwritten offering or agent(s) for an agency offering that are attributable to the Registrable Securities to be sold by Participating Holders pursuant to any Demand Registration or Piggyback Registration, which shall be borne by such Participating Holders on a *pro rata* basis based on the number of Registrable Securities they sell in such Distribution.

3.7 Other Sales

After receipt by the Corporation of a Demand Registration Request, the Corporation shall not, without the prior written consent of the Requisite Holders, authorize, issue or sell any Common Shares or Equity Securities in any jurisdiction or agree to do so or publicly announce any intention to do so (except for securities issued pursuant to any legal obligations in effect on the date of the initial Demand Registration Request or pursuant to an Equity Incentive Plan) until the date which is 90 days after the later of:

(a) the date on which a receipt is issued for the Prospectus or Registration Statement filed in connection with such Demand Registration; and

(b) the completion of the offering contemplated by the Demand Registration,

provided that in respect of any subsequent Demand Registration Request in any fiscal year of the Corporation, such date shall be reduced to the date which is 30 days after the later of (a) and (b) above.

3.8 Preparation; Reasonable Investigation

In connection with the preparation and filing of any Prospectus or Registration Statement or marketing materials as herein contemplated, the Corporation shall give the Participating Holders, its underwriters for an underwritten offering or agents for an agency offering, and their respective counsel, auditors and other representatives, the opportunity to participate in the preparation of such documents and each amendment thereof or supplement thereto, and shall insert therein such information, furnished by or on behalf of the Participating Holders to the Corporation in writing, which in the reasonable judgment of the Corporation and its counsel should be included. The Corporation shall give the Participating Holders and the underwriters or agents such reasonable and customary access to the books and records of the Corporation and its Subsidiaries and such reasonable and customary opportunities to discuss the business of the Corporation with its officers and auditors as shall be necessary in the reasonable opinion of the Participating Holders, such underwriters or agents and their respective counsel. The Corporation shall cooperate with the Participating Holders and its underwriters or agents in the conduct of all reasonable and customary due diligence which the Participating Holders, such underwriters or agents and their respective counsel may reasonably require in order to conduct a reasonable investigation for purposes of establishing a due diligence defence as contemplated by applicable securities laws and in order to enable such underwriters or agents to execute the certificate required to be executed by them for inclusion in each such document provided that the Participating Holders and the underwriters agree to maintain the confidentiality of such information.

3.9 Underwriting or Agency Agreements

(a) If requested by the underwriters for any underwritten offering or by the agents for any agency offering pursuant to the exercise of a Demand Registration or Piggyback Registration, the Corporation will enter into an underwriting agreement with such underwriters or agency agreement with such agents for such offering, such agreement to be satisfactory in substance and form to each of the Participating Holders and the Corporation and the underwriters or agents, each acting reasonably, and to contain such representations and warranties by the Corporation and such other terms as are generally prevailing in agreements of these types. The Participating Holders shall be a party to such underwriting agreement or agency agreement and may, at their option, require that any or all of the representations and warranties and indemnities by, and the other agreements on the part of, the Corporation to and for the benefit of such underwriters or agents shall also be made to and for the benefit of the Participating Holders, and that any or all of the conditions precedent to the obligations of such underwriters or agents under such underwriting agreement or agency agreement be conditions precedent to the obligations of the Participating Holders. The Participating Holders shall not be required to make any representations or warranties to or agreements with the Corporation or the underwriter(s) or agent(s) other than representations, warranties or agreements regarding the Participating Holders and the Corporation's intended method of distribution and any other representation required by law or as are generally prevailing in such underwriting or agency agreements for secondary offerings, as the case may be.

(b) If reasonably requested by the underwriter(s) or agent(s) in connection with any underwritten offering or agency offering made pursuant to the exercise of a Demand Registration or Piggyback Registration,

(i) the Corporation shall cooperate with all reasonable requests made by the managing underwriter(s) of such underwritten offering or managing agent(s) of such agency offering respecting the attendance of the Corporation at road shows and participation of the Corporation in any efforts relating to the distribution and sale of the Designated Registrable Securities and Piggyback Registrable Securities, as the case may be; and

(ii) the Participating Holders will enter into customarylock-up agreements for a period not to exceed 180 days following the closing date of the Registration or such shorter term as the underwriter(s) or agent(s), as applicable, may request.

3.10 Limitations on Subsequent Registration Rights

Until such time as the Registrable Securities become eligible for resale without volume ormanner-of-sale restrictions and without current public information pursuant to Rule 144, the Corporation shall not grant registration rights to any other Person without the prior written consent of the Requisite Holders unless, as determined by the Requisite Holders acting reasonably, the granting of such registration rights:

(a) does not limit the registration rights granted to the Holders pursuant to this Agreement; and

(b) such registration rights are not more favourable to the grantee than the registration rights granted to the Holders pursuant to this Agreement.

ARTICLE 4
REGISTRATION PROCEDURES

4.1 Corporation to Effect Qualification for Offer and Sale or other Disposition or Distribution

Upon receipt of a Demand Registration Request or a Piggyback Exercise Notice from Holders pursuant to Article 3 of this Agreement, the Corporation will effect the Distribution of the Designated Registrable Securities or the Piggyback Registrable Securities and any Common Shares for the Corporation's own account, as applicable, and pursuant thereto the Corporation will:

(a) use its commercially reasonable efforts to prepare and file with the applicable Canadian Securities Regulators or the SEC, a Prospectus or Registration Statement and marketing materials relating to the applicable Demand Registration or Piggyback Registration and any other documents reasonably necessary, including amendments and supplements in respect of those documents to permit the Distribution and, in so doing, act as expeditiously as is practicable and in good faith to settle all deficiencies and obtain those receipts and clearances and provide those undertakings and commitments as may be reasonably required by applicable Securities Authorities, all as may be necessary to permit the Distribution of such securities in compliance with applicable Canadian Securities Laws or U.S. Securities Laws;

(b) prior to filing the Prospectus or Registration Statement or related marketing materials, furnish to the Participating Holders and the managing underwriter(s) or managing agent(s), if any, and their respective counsel copies of drafts of such documents and provide the Participating Holders and their counsel with a reasonable opportunity to review and provide comments to the Corporation on such documents;

(c) subject to the terms of this Agreement, use its best efforts to cause a Registration Statement filed under this Agreement to comply as to form in all material respects with applicable requirements of U.S. Securities Laws and be declared effective under the U.S. Securities Act as promptly as possible but in no event later than the date which is 30 days (or 90 days if the SEC notifies the Corporation that it will "review" the Registration Statement) after the initial filing of such Registration Statement and subject to applicable Canadian Securities Laws or equivalent U.S. Securities Laws, keep the Prospectus or Registration Statement continuously effective, including filing supplements to the Registration Statement, until the Participating Holders have completed the Distribution described in the Prospectus or Registration Statement;

(d) notify the Participating Holders and the managing underwriter(s) or managing agent(s), if any, and (if requested) confirm such advice in writing, as soon as practicable after notice thereof is received by the Corporation (i) when the Prospectus or Registration Statement or marketing materials or any amendment thereto has been filed, and, to furnish the Participating Holders and managing underwriter(s) or managing agent(s) with copies thereof, (ii) of any request by the Securities Authorities for amendments to the Prospectus or Registration Statement or for additional information, (iii) with respect to a Registration Statement or any post-effective amendment, when the same has become effective, (iv) of the issuance by the Securities Authorities of any stop order or cease trade order relating to the Prospectus or Registration Statement or any order preventing or suspending the use of any Prospectus or Registration Statement or the initiation or threatening for any proceedings for such purposes, and (v) of the receipt by the Corporation of any notification with respect to the suspension of the Distribution of the Registrable Securities in any jurisdiction or the initiation or threatening of any proceeding for such purpose;

(e) promptly notify the Participating Holders and the managing underwriter(s) or managing agent(s), if any,

(i) at any time the representations and warranties contemplated by any underwriting agreement, agency agreement, or other similar agreement, relating to the Distribution shall cease to be true and correct in all material respects;

(ii) the happening of any event as a result of which the Prospectus, Registration Statement or marketing materials contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein not misleading in light of the circumstances in which it was made or, if for any other reason it will be necessary during such time period to amend or supplement the Prospectus, Registration Statement or related marketing materials in order to comply with the applicable Canadian Securities Laws or U.S. Securities Laws and, in either case as promptly as practicable thereafter, prepare and file with the applicable Securities Authorities, and furnish without charge to the Participating Holders and the managing underwriter(s) or managing agent(s), if any, a supplement or amendment to such Prospectus, Registration Statement, or marketing materials, which will correct such statement or omission or effect such compliance; and

(iii) subject to and in accordance with Section 3.2(f)(iv), of the occurrence or existence of any pending transaction involving the Corporation that the Corporation believes may be material and that, in the determination of the Corporation, makes it not in the best interest of the Corporation to allow continued availability of a Registration Statement or Prospectus; provided, however, that in no event shall any such notice contain any information which would constitute material, non-public information regarding the Corporation or any of its Subsidiaries;

(f) use its best efforts to prevent the issuance of any stop order, cease trade order or other order suspending the use of any Prospectus or Registration Statement or suspending any Distribution of the Registrable Securities covered by the Prospectus or Registration Statement and, if any such order is issued, to obtain the withdrawal of any such order;

(g) furnish to the Holders and each managing underwriter or managing agent, if any, and their respective counsel without charge, as applicable, one executed copy and as many conformed copies as they may reasonably request, of the Prospectus or Registration Statement and related marketing materials and any amendment thereto, including financial statements and schedules, and all documents incorporated by reference therein;

(h) use its commercially reasonable efforts to Register, and cooperate with the Participating Holders, the managing underwriter(s) or managing agent(s), if any, and their respective counsel in connection with the Distribution of such Registrable Securities in Canada or the U.S. in compliance with the applicable Canadian Securities Laws or U.S. Securities Laws as the case may be as any such Person, underwriter or agent reasonably requests in writing;

(i) in connection with any underwritten offering or agency offering, enter into customary agreements, including an underwriting agreement or agency agreement, as applicable, in accordance with Section 3.9, and furnish to the underwriters or agents and the Participating Holders, among other things:

(i) an opinion of counsel representing the Corporation for the purposes of such Registration, addressed to the underwriters or agents and to the Participating Holders, in form and substance as is customarily given by company counsel to the underwriters in an underwritten public offering or agents in an agency public offering; and

(ii) a "comfort letter" from the independent public accountants retained by the Corporation, addressed to the underwriters or agents and to the Participating Holders, in form and substance as is customarily given in an underwritten or agency public offering, as applicable, provided that the Participating Holders have made such representations and furnished such undertakings as the independent public accountants may reasonably require;

(j) make reasonably available its employees and personnel for participation in "road shows" and other marketing efforts and otherwise provide reasonable assistance to any underwriters or agents (taking into account the needs of the Corporation's businesses and the requirements of the marketing process) in the marketing of Registrable Securities in any underwritten or agency offering;

(k) prior to the filing of any document which is to be incorporated by reference into the Prospectus or Registration Statement (or filed as a supplement to the Registration Statement), provide copies of such document to counsel for the Participating Holders and to each managing underwriter or managing agent, if any, and make the Corporation's representatives reasonably available for discussion of such document and make such changes in such document concerning the Participating Holders prior to the filing thereof as counsel for the Participating Holders or underwriters or agents may reasonably request;

(l) cooperate with the Participating Holders and the managing underwriter or managing agent, if any, to facilitate the timely preparation and delivery of certificates not bearing any restrictive legends representing the Registrable Securities to be sold, and cause such Registrable Securities to be issued in such denominations and registered in such names in accordance with any underwriting agreement or agency agreement prior to any sale of Registrable Securities to the underwriters or agents or, if not an underwritten or agency offering, in accordance with the instructions of the sellers of Registrable Securities at least 3 Business Days prior to any sale of Registrable Securities and instruct any transfer agent and registrar of Registrable Securities to release any stop transfer orders in respect thereof;

(m) prior to any resale of Registrable Securities by a Participating Holder, use its commercially reasonable efforts to register or qualify or cooperate with the Participating Holders in connection with the registration or qualification (or exemption from the registration or qualification) of such Registrable Securities for the resale by the Participating Holder under the securities or Blue Sky laws of such jurisdictions within the United States as any Participating Holder reasonably requests in writing, to keep each registration or qualification (or exemption therefrom) effective and to do any and all other acts or things reasonably necessary to enable the disposition in such jurisdictions of the Registrable Securities covered by each Registration Statement, provided that the Corporation shall not be required to qualify generally to do business in any jurisdiction where it is not then so qualified;

(n) once deemed eligible for use of Form S-3, use its best efforts to maintain eligibility for use of Form S-3 (or any successor form thereto) for the registration of the resale of Registrable Securities;

(o) use best efforts to comply with all applicable rules and regulations of the SEC under the U.S. Securities Act and the U.S Exchange Act, including, without limitation, Rule 172 under the U.S. Securities Act, file any final prospectus, including any supplement or amendment thereof, with the SEC pursuant to Rule 424 under the U.S. Securities Act, promptly inform the Participating Holders in writing if, at any time the Corporation does not satisfy the conditions specified in Rule 172 and, as a result thereof, the Participating Holders are required to deliver a prospectus in connection with any disposition of Registrable Securities;

(p) take all such other commercially reasonable actions as are necessary or advisable in order to expedite or facilitate the Distribution of such Registrable Securities; and

(q) take such other actions and execute and deliver such other documents as may be reasonably necessary to give full effect to the rights of the Holders under this Agreement.

4.2 Benefits of Rule 144

With a view to making available to the Holders the benefits of Rule 144 under the U.S. Securities Act and any other rule or regulation of the SEC that may at any time permit the Holders to sell Registrable Securities to the public without registration, the Corporation agrees to use its commercially reasonable efforts to:

(a) make and keep public information available, as those terms are understood and defined in Rule 144 at all times after the date hereof;

(b) file with the SEC in a timely manner all reports and other documents required of the Corporation under the U.S. Securities Act and the U.S. Exchange Act;

(c) prior to the filing of the Registration Statement or any amendment thereto (whetherpre-effective or post-effective), and prior to the filing of any Prospectus, to provide each Participating Holder with copies of all of the pages thereof (if any) that reference such Participating Holder; and

(d) furnish to any Participating Holder, so long as the Participating Holder owns any Registrable Securities, forthwith upon request (i) a written statement by the Corporation that it has complied with the reporting requirements of Rule 144, (ii) a copy of the most recent annual or quarterly report of the Corporation and such other reports and documents so filed by the Corporation, and (iii) such other information as may be reasonably requested by a Participating Holder in availing itself of any rule or regulation of the SEC which permits a Participating Holder to sell any such securities without registration.

4.3 Information Requests

The Corporation may require the Holders, as to which any Distribution of Registrable Securities is being effected, to furnish to the Corporation such information regarding the Distribution and such other information relating to such Person and its ownership of Registrable Securities as the Corporation may from time to time reasonably request in writing. The Holders agree to furnish such information to the Corporation in writing and to reasonably cooperate with the Corporation as necessary to enable the Corporation to comply with the provisions of this Agreement. The Holders shall notify the Corporation promptly upon the occurrence of any event as a result of which any Prospectus or Registration Statement or marketing materials in connection with a Registration includes an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein not misleading in light of the circumstances under which they are made.

ARTICLE 5
INDEMNITY AND CONTRIBUTION

5.1 Indemnification by the Corporation

(a) In connection with any Demand Registration and/or Piggyback Registration that includes Registrable Securities, the Corporation shall indemnify and hold harmless the Holders and their Affiliates and each of their respective directors, officers, employees and agents and underwriters, from and against any loss (excluding loss of profits), liability, claim, damage and expense whatsoever (including reasonable legal fees and expenses) as incurred, including any amounts paid in settlement of any investigation, order, litigation, proceeding or claim, joint or several, as incurred (collectively, "**Losses**"), arising out of or based on any untrue statement or omission of a material fact, or alleged untrue statement or omission of a material fact, contained in any Prospectus or Registration Statement or marketing materials, or any amendment or supplement thereto, including all documents incorporated by reference therein, or any omission or alleged omission therefrom of a material fact required to be stated therein or necessary to make the statements therein not misleading, any violation or alleged violation by the Corporation of Canadian Securities Laws or U.S. Securities Laws, provided that:

(i) the Corporation shall not be liable under this Section 5.1(a) for any settlement of any action effected without its written consent, which consent shall not be unreasonably withheld or delayed; and

(ii) the indemnity provided for in this Section 5.1(a) in respect of any Holder, shall not apply to any Losses to the extent arising out of or based upon any untrue statement or omission or alleged untrue statement or omission made in reliance upon and in conformity with written information furnished to the Corporation by or on behalf of a Holder or underwriter for use in the Prospectus, Registration Statement or marketing materials.

(b) Any amounts advanced by the Corporation to an Indemnified Party pursuant to Section 5.1(a) of this Agreement as a result of such Losses shall be returned to the Corporation if it is finally determined by a court in a judgment not subject to appeal or final review that such Indemnified Party was not entitled to indemnification by the Corporation.

5.2 Indemnification by the Holders

(a) In connection with any Demand Registration and/or Piggyback Registration that includes Registrable Securities, each Participating Holder (severally and not jointly) shall indemnify and hold harmless the Corporation and each of its directors, officers, employees and agents from and against any Losses arising out of or based on any untrue statement or omission of a material fact, or alleged untrue statement or omission of a material fact, made or required to be made in the Prospectus, Registration Statement or marketing materials, as applicable, included in reliance upon and in conformity with written information furnished to the Corporation by or on behalf of the Participating Holder for use in the Prospectus, Registration Statement, or marketing materials, provided that:

(i) the Participating Holder shall not be liable under this Section 5.2(a) for any settlement of any action effected without its written consent, which consent shall not be unreasonably withheld or delayed; and

(ii) the indemnity provided for in this Section 5.2(a) shall not apply to any Losses to the extent arising out of or based upon any untrue statement or omission or alleged untrue statement or omission contained in any Prospectus or Registration Statement relating to a Demand Registration and/or Piggyback Registration if the Corporation or any underwriter failed to send or deliver a copy of the Prospectus or the U.S. Prospectus, as applicable, to the Person asserting such Losses on or prior to the delivery of written confirmation of any sale of securities covered thereby to such Person in any case where such Prospectus or U.S. Prospectus corrected such untrue statement or omission.

(b) Any amounts advanced by a Participating Holder to an Indemnified Party pursuant to Section 5.2(a) as a result of such Losses shall be returned to the applicable Participating Holder if it is finally determined by a court in a judgment not subject to appeal or final review that such Indemnified Party was not entitled to indemnification by the applicable Participating Holder.

5.3 Limitation of Liability

Notwithstanding any provision of this Agreement or any other agreement, in connection with any Demand Registration or any Piggyback Registration, in no event shall a Holder be liable for indemnification or contribution hereunder for an amount greater than the lesser of: (i) the net sales proceeds actually received by that Holder; and (ii) the Holder's proportionate share of any such liability based on the net sales proceeds actually received by the Holder and the aggregate net sales proceeds of the Distribution, except in the case of fraud or willful misconduct by the Holder.

5.4 Defence of the Action by the Indemnifying Parties

Each Party entitled to indemnification under this Article 5 of this Agreement (the "**Indemnified Party**") shall give notice to the Party required to provide indemnification (the "**Indemnifying Party**") promptly after such Indemnified Party has actual knowledge of any claim as to which indemnity may be sought, but the omission to so notify the Indemnifying Party shall not relieve it from any liability which it may have to the Indemnified Party pursuant to the provisions of this Article 5 of this Agreement except to the extent of the damage or prejudice suffered by such delay in notification. The Indemnifying Party may assume the defence of such action, including the employment of counsel to be chosen by the Indemnifying Party to the reasonable satisfaction of the Indemnified Party, and the payment of expenses. The Indemnified Party shall have the right to employ its own counsel in any such case, but the legal fees and expenses of such counsel shall be at the expense of the Indemnified Party, unless the employment of such counsel is authorized in writing by the Indemnifying Party in connection with the defence of such action, or the Indemnifying Party shall not have employed counsel to take charge of the defence of such action or the Indemnified Party reasonably concludes, based on the opinion of counsel, that there may be defences available to it or them which are different from or additional to those available to the Indemnifying Party (in which case the Indemnifying Party shall not have the right to direct the defence of such action on behalf of the Indemnified Party), in any of which events the reasonable fees and expenses shall be borne by the Indemnifying Party, provided, further, that in no event shall the Indemnifying Party be required to pay the expenses of more than one law firm as counsel for all Indemnified Parties pursuant to this sentence. No Indemnifying Party, in the defence of any such claim or litigation, shall, except with the consent of each Indemnified Party, consent to entry of any judgment or enter into any settlement which does not include as an unconditional term thereof the giving by the claimant or plaintiff to such Indemnified Party of a release from all liability in respect to such claim or litigation.

5.5 Contribution

(a) If the indemnification provided for in Section 5.1 or 5.2, as applicable, is unavailable to a Party that would have been an Indemnified Party under Section 5.1 or 5.2, as applicable, in respect of any Losses referred to herein, then each Party that would have been an Indemnifying Party hereunder shall, in lieu of indemnifying such Indemnified Party, contribute to the amount paid or payable by such Indemnified Party as a result of such Losses in such proportion as is appropriate to reflect the relative fault of the Indemnifying Party on the one hand and such Indemnified Party on the other hand in connection with the statement or omission which resulted in such Losses, as well as any other relevant equitable considerations.

(b) The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Indemnifying Party or such Indemnified Party and the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission; provided, however, that, in any such case, no Person guilty of misrepresentation within the meaning of Canadian Securities Laws or U.S. Securities Laws shall be entitled to contribution from any Person who was not guilty of misrepresentation.

(c) The amount paid or payable by a Party under this Section 5.5 as a result of the Losses referred to above shall be deemed to include any legal or other fees or expenses reasonably incurred by such Party in connection with any investigation or proceeding.

(d) The Corporation and the Holders agree that it would not be just and equitable if contribution pursuant to this Section 5.5 were determined by pro rata allocation or by any other method of allocation which does not take into account the equitable considerations referred to above in this Section 5.5.

5.6 Holders are Trustee

The Corporation hereby acknowledges and agrees that, with respect to Section 5.1, each Holder is contracting on their own behalf and as agent for its respective directors, officers, employees and agents and underwriters (collectively, the "**Holder's Indemnified Parties**") referred to in Section 5.1 of this Agreement. In this regard, each Holder shall act as trustee for such Holder's Indemnified Parties of the covenants of the Corporation under Section 5.1 with respect to such Holder's Indemnified Parties and accepts these trusts and shall hold and enforce those covenants on behalf of such Holder's Indemnified Parties.

5.7 Corporation is Trustee

The Holders hereby acknowledge and agree that, with respect to Section 5.2, the Corporation is contracting on its own behalf and as agent for the other Indemnified Parties referred to in Section 5.2. In this regard, the Corporation shall act as trustee for such Indemnified Parties of the covenants of the Holders under Section 5.2 of this Agreement with respect to such Indemnified Parties and accepts these trusts and shall hold and enforce those covenants on behalf of such Indemnified Parties.

ARTICLE 6
MISCELLANEOUS

6.1 Headings

The inclusion of headings in this Agreement is for convenience of reference only and shall not affect in any way the construction or interpretation of this Agreement.

6.2 Gender and Number

In this Agreement, unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders.

6.3 Currency

Except where otherwise expressly provided, all amounts in this Agreement are expressed in U.S. dollars.

6.4 Governing Law

This Agreement and all matters arising out of or relating to this Agreement are governed by the laws of the Province of Ontario, and the federal laws of Canada applicable thereunder. Each Party hereby irrevocably attorns to the non-exclusive jurisdiction of the courts of the Province of Ontario in respect of all matters arising under or in relation to this Agreement.

6.5 Specific Performance

It is agreed and understood that monetary damages would not adequately compensate an injured Party for the breach of this Agreement by any Party, that this Agreement shall be specifically enforceable, and that any breach or threatened breach of this Agreement shall be the proper subject of a temporary or permanent injunction or restraining order, without bond. Further, each Party hereto waives any claim or defense that there is an adequate remedy at law for such breach or threatened breach.

6.6 Successors and Assigns

Except as otherwise expressly provided, the provisions prescribed herein shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors, and administrators of the Holders and the successors and permitted assigns of the Corporation and ICM.

6.7 Entire Agreement

This Agreement, together with all other documents and instruments referred to herein, constitute the entire agreement and supersede all other prior agreements and undertakings, both written and oral, among the Parties with respect to the subject matter hereof.

6.8 Further Assurances

Each of the Parties shall, from time to time hereafter, promptly do, execute, deliver or cause to be done, executed and delivered, all further acts, documents and things as may be required or necessary for the purposes of giving effect to this Agreement.

6.9 Severability

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, such provision shall be deemed severed from this Agreement and the remainder of the provision of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated and the Parties shall thereupon promptly and in good faith negotiate to modify this Agreement to the extent practicable with replacement provisions which are lawfully effective and which will preserve to the maximum extent each Party's benefits under the severed provision.

6.10 Amendment and Waiver

(a) Any amendment or modification to this Agreement shall be in writing and signed by the Requisite Holders, the Corporation and ICM. No amendment shall be enforced against a Holder if such amendment would negatively affect such Holder in a manner that is disproportionate relative to its effect on the other Holders, unless such affected Holder provides its consent in writing.

(b) Any Party may (i) extend the time for the performance of any of the obligations or acts of another Party, (ii) waive compliance, except as provided herein, with any of the other Party's agreements or the fulfilment of any conditions to its own obligations contained herein, or (iii) waive inaccuracies in any of the other Party's representations or warranties contained herein or in any document delivered by the other Party; provided that any such extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of such Party and, unless otherwise provided in the written waiver, shall be limited to the specific breach or condition waived and shall not extend to any other matter or occurrence. No failure or delay in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise or the exercise of any right, power or privilege under this Agreement.

6.11 Time of the Essence

Time is of the essence in this Agreement.

6.12 Delays or Omissions

No delay or omission to exercise any right, power, or remedy accruing to any Holder, upon any breach, default or noncompliance of any Party under this Agreement shall impair any such right, power, or remedy, nor shall it be construed to be a waiver of any such breach, default or noncompliance, or any acquiescence therein, or of any similar breach, default or noncompliance thereafter occurring. It is further agreed that any waiver, permit, consent, or approval of any kind or character on any Party's part of any breach, default or noncompliance under the Agreement or any waiver on such Party's part of any provisions or conditions of this Agreement must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement, by law, or otherwise afforded to Holders, shall be cumulative and not alternative.

6.13 Notices

Any notice, consent, waiver, direction or other communication required or permitted to be given under this Agreement by a Party shall be in writing and may be given by delivering same or sending same by facsimile or by delivery addressed to the Party to which the notice is to be given at its address for service herein. Any such notice, consent, waiver, direction or other communication shall, if delivered, be deemed to have been given and received on the date on which it was delivered to the address provided herein (if a Business Day, or if not, the next succeeding Business Day) and if sent by facsimile be deemed to have been given and received at the time of receipt (if a Business Day, or if not, the next succeeding Business Day) unless actually received after 4:30 p.m. (recipient's time) at the point of delivery in which case it shall be deemed to have been given and received on the next Business Day.

The address for service for each of the Parties hereto shall be as follows:

(a) to the Corporation, ICM, and any Subsidiary at:

iAnthus Capital Holdings, Inc.

c/o McMillan LLP
Brookfield Place
181 Bay Street, Suite 4400
Toronto, ON M5J 2T3

Attention: Wael Rostom, Tushara Weerasooriya and James Munro
Email: wael.rostom@mcmillan.ca
tushara.weerasooriya@mcmillan.ca
james.munro@mcmillan.ca

with a copy (which shall not be deemed notice) to:

c/o Sheppard, Mullin, Richter & Hampton LLP
30 Rockefeller Plaza
New York, New York 10112

Attention: Richard A. Friedman and Nazia Khan
Email: rafriedman@sheppardmullin.com
nkhan@sheppardmullin.com

(b) to Gotham at:

c/o Gotham Green Partners, LLC
1437 4th Street, Suite 200
Santa Monica, CA 90401

Attention: [*]
Email: [*]

with a copy (which shall not be deemed notice) to:

SkyLaw Professional Corporation
3 Bridgman Avenue, Suite 204
Toronto, ON M5R 3V4

Attention: Kevin R. West
Email: kevin.west@skylaw.ca

(c) to [*] at:

[*]

Attention: [*]
Email: [*]

(d) to [*] at:

[*]

Attention: [*]
Email: [*]

(e) to [*] at:

[*]

with a copy (which shall not be deemed notice) to:

Cassels Brock & Blackwell LLP
Suite 2100, 40 King Street West
Scotia Plaza
Toronto, Ontario M5H 3C2

Attention: Ryan Jacobs, Michael Wunder and Jeff Roy

Email: rjacobs@cassels.com
mwunder@cassels.com
jroy@cassels.com

(f) to [*] at:

[*]

with a copy (which shall not be deemed notice) to:

Cassels Brock & Blackwell LLP
Suite 2100, 40 King Street West
Scotia Plaza
Toronto, Ontario M5H 3C2

Attention: Ryan Jacobs, Michael Wunder and Jeff Roy

Email: rjacobs@cassels.com
mwunder@cassels.com
jroy@cassels.com

(g) to [*] at:

[*]

Attention: General Counsel

with a copy (which shall not be deemed notice) to:

Stikeman Elliott LLP
Suite 5300 Commerce Court West
199 Bay Street
Toronto, Ontario M5L 1B9

Attention: Brian M. Pukier and Ashley Taylor

Email: bpukier@stikeman.com
ataylor@stikeman.com

6.14 Counterparts

This Agreement may be executed and delivered in any number of counterparts (including by electronic means), each of which shall be deemed an original, but all of which together shall constitute one instrument.

[Signature page follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Registration Rights Agreement as of the date set forth above.

iANTHUS CAPITAL HOLDINGS, INC.

By: (Signed) "*Robert Galvin*"
Name: Robert Galvin
Title: Interim Chief Executive Officer

iANTHUS CAPITAL MANAGEMENT, LLC

By: (Signed) "*Robert Galvin*"
Name: Robert Galvin
Title: Chief Executive Officer

[Signature page to Registration Rights Agreement]

GOTHAM GREEN FUND 1, L.P.
By Gotham Green GP 1, LLC, its General Partner

By: _____
Name:
Title:

GOTHAM GREEN FUND 1 (Q), L.P.
By Gotham Green GP 1, LLC, its General Partner

By: _____
Name:
Title:

GOTHAM GREEN FUND II, L.P.
By Gotham Green GP II, LLC, its General Partner

By: _____
Name:
Title:

GOTHAM GREEN FUND II (Q), L.P.
By Gotham Green GP II, LLC, its General Partner

By: _____
Name:
Title:

GOTHAM GREEN CREDIT PARTNERS SPV 1, L.P.
By Gotham Green Partners GP 1, LLC, its General Partner

By: _____
Name:
Title:

GOTHAM GREEN PARTNERS SPV V, L.P.
By Gotham Green Partners SPV GP, LLC, its General Partner

By: _____
Name:
Title:

[Signature page to Registration Rights Agreement]

[*]

By: _____
Name:
Title:

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By: _____
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[Signature page to Registration Rights Agreement]

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By: _____
Name:
Title:

[Signature page to Registration Rights Agreement]

Exhibit 10.6

Execution Version

[*] Certain information in this document has been omitted from this exhibit because it is both (i) not material and (ii) is the type that the Registrant treats as private or confidential.

INVESTOR RIGHTS AGREEMENT

Made as of June 24, 2022

Among

iANTHUS CAPITAL HOLDINGS, INC.

iANTHUS CAPITAL MANAGEMENT, LLC

CERTAIN INVESTORS

TABLE OF CONTENTS

INVESTOR RIGHTS AGREEMENT

THIS AGREEMENT is made as of the 24th day of June, 2022 (the "**Effective Date**").

AMONG:

iANTHUS CAPITAL HOLDINGS, INC., a corporation existing under the laws of the Province of British Columbia

(the "**Corporation**")

– and –

iANTHUS CAPITAL MANAGEMENT, LLC, a Delaware limited liability company

("**ICM**")

– and –

EACH OF THE OTHER SIGNATORIES (INCLUDING BY JOINDER AGREEMENT) THAT IS AFFILIATED WITH GOTHAM GREEN PARTNERS, LLC

(collectively, "[*]")

– and –

[*] AND EACH OF ITS AFFILIATES THAT ARE SIGNATORIES (INCLUDING BY JOINDER AGREEMENT)

(collectively, "[*]")

– and –

[*] AND EACH OF THEIR AFFILIATES THAT ARE SIGNATORIES (INCLUDING BY JOINDER AGREEMENT)

(collectively, "[*]")

– and –

[*] AND EACH OF ITS AFFILIATES THAT ARE SIGNATORIES (INCLUDING BY JOINDER AGREEMENT)

(collectively, "[*]")

WHEREAS each of [*], [*], [*] and [*] is an investor in the Corporation and ICM, and until such time as it ceases to be bound by this Agreement pursuant to Section 7.2(a), each is an "**Investor**" and collectively they are the "**Investors**";

AND WHEREAS pursuant to a restructuring support agreement dated July 10, 2020 entered into by, among others, the Corporation, ICM, and each of the Investors, the Corporation proposed an amended and restated plan of arrangement dated August 6, 2020 which has been adopted and approved by the Supreme Court of British Columbia pursuant to the British Columbia *Business Corporations Act* to implement a recapitalization transaction and which took effect on the Effective Date (the "**Plan**");

AND WHEREAS pursuant to the Plan, on the Effective Date, the Investors were issued Common Shares (as defined below) (the "**Debt Exchange Common Shares**");

AND WHEREAS pursuant to the Plan, on the Effective Date, the secured lenders (including Gotham) holding 13.0% senior secured notes of ICM due May 14, 2021 (the "**Prior Secured Notes**") issued pursuant to that certain Second Amended and Restated Secured Debenture Purchase Agreement dated July 10, 2020, by and among the Corporation, ICM, the holders of such senior secured notes, and certain others have among other things been deemed to exchange their Prior Secured Notes for new 8.0% senior secured notes of ICM due on the date that is five years following the Effective Date ("**New Secured Notes**"), which are governed by that certain Third Amended and Restated Debenture Purchase Agreement dated effective the Effective Date (as it may be amended, restated or amended and restated from time to time, the "**A&R DPA**"), certain new 8.0% unsecured debentures, due on the date that is five years following the Effective Date ("**New Unsecured Notes**"), which are governed by that certain Unsecured Debenture Agreement dated effective the Effective Date (the "**Unsecured Debenture Agreement**"), and certain Debt Exchange Common Shares;

AND WHEREAS pursuant to the Plan, on the Effective Date, the holders (including [*], [*], and [*]) of the 8.0% unsecured convertible debentures of the Corporation maturing on March 15, 2023 have received certain New Unsecured Notes and certain Debt Exchange Common Shares in full settlement of such 8.0% unsecured convertible debentures;

AND WHEREAS as of the Effective Date, the Corporation's board of directors (the "**Board**") is comprised of the "**New Directors**" as defined under the Plan which, as of the Effective Date will be comprised of: (i) two nominees of the holders of Prior Secured Notes; (ii) one nominee of [*], (iii) one nominee of [*], and (iv) one nominee of [*], and shortly after the Effective Date, a third nominee of the holders of the Prior Secured Notes will join the Board, thereby increasing the size of the Board to six, and upon the appointment of a new CEO (as defined below), the CEO will join the Board, as contemplated below, thereby increasing the size of the Board to seven;

AND WHEREAS the Investors are entering into this Agreement to provide for certain rights of the Investors and to provide for certain other matters concerning their relationship as Shareholders;

AND WHEREAS the Plan contemplates that a Voting Agreement (as defined in the Plan) shall be entered into among the Corporation, ICM and the Investors in form and substance acceptable to the Investors, effective on the Effective Date, and the Parties wish to confirm that this Agreement, together with the Registration Rights Agreement, is the "Voting Agreement" as defined in the Plan;

NOW THEREFORE, in consideration of the respective covenants and agreements of the Parties herein contained and for other good and valuable consideration provided for under the Plan, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

ARTICLE 1
DEFINED TERMS

1.1 Definitions

As used in this Agreement the following terms shall have the following respective meanings (all other capitalized terms used in this Agreement but not defined herein shall have the meaning given to them in the Plan):

(a) "**A&R DPA**" has the meaning set forth in the recitals hereto;

(b) "**Act**" means the *Business Corporations Act* (British Columbia) and the regulations thereto, as now in effect and as it may be amended from time to time;

(c) "**Affiliate**" means, with respect to any specified Person, any other Person which, directly or indirectly, through one or more Persons, Controls, or is Controlled by, or is under common Control with, such specified Person;

(d) "**Agreement**" means this Investor Rights Agreement and all schedules hereto, as it may be amended or modified in accordance with Section 7.1 from time to time;

(e) "**Approved Change of Control Transaction**" means a Change of Control Transaction that has been approved in accordance with Section 3.17;

(f) "**Articles**" means the articles of the Corporation;

(g) "**Board**" has the meaning set forth in the recitals hereto;

(h) "**Business Day**" means any day except Saturday, Sunday or any day on which banks are generally not open for business in Toronto, Ontario, or New York, New York;

(i) "**Canadian Securities Laws**" means all applicable Canadian securities laws, the respective regulations, rules and orders made thereunder, and all applicable policies and notices issued by the Canadian securities authorities in the applicable jurisdictions in Canada;

(j) "**Change of Control Transaction**" means

(i) an event as a result of or following which any person, or group of persons "acting jointly or in concert" within the meaning of Canadian Securities Laws, beneficially owns or exercises control or direction over an aggregate of more than 50% of the then outstanding Common Shares;

(ii) a sale or other transfer of all or substantially all of the consolidated assets of the Corporation; or

(iii) a sale, merger, reorganization or other similar transaction or series of transactions involving the Corporation unless the previous holders of the Common Shares hold at least 50% of the voting shares of such merged, reorganized or other continuing entity;

(k) "**CEO**" has the meaning set forth in Section 3.2;

(l) "**Common Share Percentage**" of an Investor means the number of issued Common Shares held by such Investor at the time such determination is made, divided by the total number of Common Shares issued and outstanding at the time such determination is made;

(m) "**Common Shares**" means the common shares of the Corporation and any other class of shares of the Corporation that gives the holder the right to vote at a Shareholder Meeting;

(n) "**Confidential Information**" has the meaning set forth in Section 8.1(a);

(o) "**Control**", "**Controlled by**" and "**under common Control with**", as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by agreement or otherwise, and for such purposes a Person that is a limited partnership is deemed to be Controlled by its general partner(s);

(p) "**Corporation**" has the meaning set forth in the recitals hereto;

(q) "**Debt Exchange Common Share Percentage**" means, in respect of an Investor, the number of Debt Exchange Common Shares held by such Investor at the time such determination is made, divided by 6,072,579,705 (being the aggregate number of Debt Exchange Common Shares issued pursuant to the Plan), appropriately adjusted to reflect the effect of any stock splits, reverse splits or consolidations but for greater certainty excluding any Common Shares acquired by such Investor subsequent to the completion of the Plan;

(r) "**Debt Exchange Common Shares**" has the meaning set forth in the recitals hereto;

(s) "**Derivative Instrument**" means (i) an instrument, agreement, security or contract the value or market price of which is derived from, referenced to or based on the value or market price of the Common Shares including any swap, hedge or collar and, (ii) any other instrument, agreement, or understanding that affects, directly or indirectly, a person or company's economic interest and/or voting rights in the Common Shares;

(t) "**Dispute**" has the meaning set forth in Section 6.1;

(u) "**Effective Date**" has the meaning set forth in the recitals hereto;

(v) "**Equity Incentive Plan**" means any equity incentive plan for employees of the Corporation or its Subsidiaries;

(w) "**Equity Securities**" means:

(i) any Common Shares, preferred shares or other equity security of the Corporation,

(ii) any security convertible or exchangeable, with or without consideration, into any Common Shares, preferred shares or other equity security (including any option to purchase such a convertible security), or

(iii) any security carrying any warrant or right to subscribe to or purchase any Common Shares, preferred shares or other equity security, or any such warrant or right;

(x) "**Former Nominee**" has the meaning set forth in Section 3.5;

(y) "**Gotham**" has the meaning set forth in the recitals hereto;

(z) "**Gotham Nominees**" has the meaning set forth in Section 3.1(a);

(aa) "**Gotham Observer**" has the meaning set forth in Section 3.12(a)(i);

(bb) "**Governmental Body**" means any government, parliament, legislature, regulatory authority, agency, commission, board or court or other law, rule, or regulation-making entity having or purporting to have jurisdiction on behalf of any nation or state or province or other subdivision thereof including any municipality or district;

(cc) "**[*]**" has the meaning set forth in the recitals hereto;

(dd) "**[*] Nominee**" has the meaning set forth in Section 3.1(d);

(ee) "**ICM**" has the meaning set forth in the recitals hereto;

(ff) "**Investors**" has the meaning set forth in the recitals hereto;

(gg) "**Joinder Agreement**" means a joinder agreement in the form appended hereto at Schedule 9.6;

(hh) "**Management Nominees**" has the meaning set forth in Section 3.7(a);

(ii) "**MI 61-101**" means Multilateral Instrument 61-101 – *Protection of Minority Security Holders in Special Transactions*, as amended from time to time, and any successor legislation, regulation, rule or instrument;

(jj) "**New Directors**" has the meaning set forth in the recitals hereto;

(kk) "**New Secured Notes**" has the meaning set forth in the recitals hereto;

(ll) "**New Unsecured Notes**" has the meaning set forth in the recitals hereto;

(mm) "**Nomination Committee**" has the meaning set forth in Section 3.11(c);

(nn) "**Nominating Party**" has the meaning set forth in Section 3.1;

(oo) "**Nominee**" has the meaning set forth in Section 3.1;

(pp) "**Non-Participating Secured Lender Shares**" means, at the relevant time, the lesser of:

(i) the aggregate number of Debt Exchange Common Shares issued to the Non-Participating Secured Lenders on the Effective Date; and

(ii) the aggregate number of Debt Exchange Common Shares held by the Non-Participating Secured Lenders pursuant to their most recent respective disclosure made publicly or to Gotham in writing and sent to the other Investors by Gotham;

(qq) "**Non-Participating Secured Lenders**" means [*], [*], and [*];

(rr) "**Non-Votable Gotham Debt Exchange Common Shares**" has the meaning set forth in Section 5.2;

(ss) "**[*]**" has the meaning set forth in the recitals hereto;

(tt) "**[*] Nominee**" has the meaning set forth in Section 3.1(b);

(uu) "**Parties**" means, collectively, the Corporation, ICM, and the Investors;

(vv) "**Person**" means any individual, corporation or company with or without share capital, partnership, joint venture, association, trust, unincorporated organization, trustee, executor, administrator or other legal personal representative, regulatory body or agency, government or governmental agency, authority or entity however designated or constituted;

(ww) "**Plan**" has the meaning set forth in the recitals hereto;

(xx) "**Prior Secured Notes**" has the meaning given to it in the recitals;

(yy) "**Registration Rights Agreement**" means the registration rights agreement entered into among the Investors, theNon-Participating Secured Lenders, the Corporation and ICM effective as of the Effective Date, as amended from time to time;

(zz) "**Related Parties**" has the meaning set forth in Section 8.1(a)(i);

(aaa) "**Related Party Transaction**" means any transaction that:

(i) involves the Corporation or any of its Subsidiaries,

(ii) requires Board approval, and

(iii) either:

(A) is a related party transaction as defined in MI 61-101, or

(B) involves any company or other entity in which an Investor or any of its Affiliates has a debt or equity investment;

(bbb) "**Requisite Investors**" means the Investors who together hold at least 80% of all of the Debt Exchange Common Shares held by all Investors at the time such determination is made;

(ccc) "**SEC**" means the U.S. Securities and Exchange Commission;

(ddd) "**[*]**" has the meaning set forth in the recitals hereto;

(eee) "**[*] Nominee**" has the meaning set forth in Section 3.1(c);

(fff) "**Shareholder Meeting**" has the meaning set forth in Section 3.7;

(ggg) "**Shareholders**" means the holders of the Common Shares;

(hhh) "**Subsidiary**" means, with respect to a corporation or limited liability company (the "**Parent Corporation**"), a corporation or limited liability company that is (i) Controlled by the Parent Corporation, or (ii) Controlled by one or more corporations or limited liability companies each of which is Controlled by the Parent Corporation, and for certainty, with respect to the Corporation, includes ICM;

(iii) "**Successor Candidate**" has the meaning set forth in Section 3.5;

(jjj) "**Supermajority Board Approval**" has the meaning set forth in Section 3.17(a);

(kkk) "**Unsecured Debenture Agreement**" has the meaning set forth in the recitals hereto;

(lll) "**U.S. Exchange Act**" means the United States Securities Exchange Act of 1934, as amended;

(mmm) "**U.S. Securities Laws**" means the United States federal securities laws, including, without limitation, the U.S. Securities Act and the U.S. Exchange Act, and applicable state securities laws and the respective regulations, instruments and rules made under those securities laws, together with all applicable published policy statements, notices, blanket orders and rulings of the securities commissions or securities regulatory authorities.

1.2 Meaning of "Held" in Relation to Common Shares

For the purposes of determining an Investor's Common Share Percentage or Debt Exchange Common Share Percentage, the definition of Requisite Investors, and any other provision of this Agreement, such Investor shall be deemed not to hold any Common Shares to which a Derivative Instrument entered into by or on behalf of such Investor relates.

1.3 Schedules

The following schedules form an integral part of this Agreement:

Schedule 5.2 – Sample Voting Restriction Calculation

Schedule 9.6 – Joinder Agreement

ARTICLE 2
VOTING AGREEMENT

2.1 Voting Agreement

This Agreement, together with the Registration Rights Agreement, is the "Voting Agreement" as defined in the Plan and each has taken effect on the Effective Date pursuant to the Plan.

ARTICLE 3
BOARD COMPOSITION AND RELATED MATTERS

3.1 Nomination Right

The Investors shall be entitled to designate nominees for election or appointment to the Board (each, a "**Nominee**" and collectively the "**Nominees**" and each Investor entitled to designate a Nominee is a "**Nominating Party**") by giving notice to the Corporation in accordance with this Article 3 as follows:

(a) Gotham shall be entitled to designate its Nominees (the "**Gotham Nominees**") as follows:

(i) For so long as Gotham's Debt Exchange Common Share Percentage is at least 30% (being ownership by Gotham of at least 1,821,773,912 Debt Exchange Common Shares assuming no adjustment is required to calculate such percentage as contemplated in Section 1.1(q)), Gotham shall be entitled to designate up to three individuals as Gotham Nominees;

(ii) For so long as Gotham's Debt Exchange Common Share Percentage is less than 30% but is at least 15% (being ownership by Gotham of between 1,821,773,911 and 910,886,956 Debt Exchange Common Shares, inclusive, assuming no adjustment is required to calculate such percentage as contemplated in Section 1.1(q)), Gotham shall be entitled to designate up to two individuals as Gotham Nominees;

(iii) For so long as Gotham's Debt Exchange Common Share Percentage is less than 15% but is at least 5% (being ownership by Gotham of between 910,886,955 and 303,628,985 Debt Exchange Common Shares, inclusive, assuming no adjustment is required to calculate such percentage as contemplated in Section 1.1(q)), Gotham shall be entitled to designate up to one individual as a Gotham Nominee.

The initial Gotham Nominees shall be the three individuals nominated as "New Directors" by the holders of the Prior Secured Notes under the Plan, two of whom will be nominated as of the Effective Date, and the third to be nominated shortly after the Effective Date.

(b) [*] shall be entitled to designate up to one individual as Nominee (the "**[*] Nominee**") for so long as [*]' Debt Exchange Common Share Percentage is at least 5% (being ownership by [*] of at least 303,628,985 Debt Exchange Common Shares assuming no adjustment is required to calculate such percentage as contemplated in Section 1.1(q)). The initial [*] Nominee shall be the individual nominated as a "New Director" by [*] under the Plan.

(c) [*] shall be entitled to designate up to one individual as Nominee (the "**[*] Nominee**") for so long as [*]'s Debt Exchange Common Share Percentage is at least 5% (being ownership by [*] of at least 303,628,985 Debt Exchange Common Shares assuming no adjustment is required to calculate such percentage as contemplated in Section 1.1(q)). The initial [*] Nominee shall be the individual nominated as a "New Director" by [*] under the Plan.

(d) [*] shall be entitled to designate up to one individual as Nominee (the "**[*] Nominee**") for so long as [*]'s Debt Exchange Common Share Percentage is at least 5% (being ownership by [*] of at least 303,628,985 Debt Exchange Common Shares assuming no adjustment is required to calculate such percentage as contemplated in Section 1.1(q)). The initial [*] Nominee shall be the individual nominated as a "New Director" by [*] under the Plan.

3.2 Appointment of CEO

(a) The Corporation shall hire a chief executive officer (and any successor thereto) who has been unanimously approved by the Investors in writing, such approval not to be unreasonably withheld (the "**CEO**").

(b) The Corporation shall arrange for the CEO (other than an interim CEO) to be appointed to the Board upon the CEO taking office in accordance with applicable law and, thereafter, in accordance with Section 3.7.

3.3 Board Size

(a) Unless the Requisite Investors otherwise agree in writing, the number of directors constituting the full Board (the "**Board Size**") shall not exceed seven (which seven shall initially be comprised of the New Directors and the CEO once appointed pursuant to Section 3.2). The Corporation shall not include as nominees of management for election to the Board at a Shareholder Meeting any individual other than:

(i) the Nominees;

(ii) the CEO; and

(iii) any individual(s) approved by the Nomination Committee but only to the extent that the total number of nominees of management at a Shareholder Meeting does not exceed the Board Size.

(b) The Corporation shall not do any of the following without the prior approval of the Requisite Investors:

(i) subject to the obligations of the directors of the Corporation to comply with their fiduciary duties under applicable law, fail to recommend against any proposal by the Shareholders to increase or decrease the Board Size; nor

(ii) amend or repeal the advance notice provisions in section 14.12 of the Articles.

3.4 Nomination Procedure – Meetings

The Corporation shall notify each Nominating Party at least 90 days prior to the date of any Shareholder Meeting. To nominate one or more individuals for election as directors at such Shareholder Meeting, the Nominating Party may notify the Corporation of such Nominee(s) at any time following receipt of such notice, but at least 45 days prior to the date of the Shareholder Meeting. If a Nominating Party does not advise the Corporation of the identity of any such Nominee(s) prior to such deadline, then such Nominating Party shall be deemed to have nominated its incumbent Nominee(s). The Corporation shall advise the Investors of the mailing date of any such proxy solicitation materials at least 20 Business Days prior to such date, and each Investor shall cause its Nominee(s) to provide such information as reasonably requested by the Corporation for the preparation of such materials.

3.5 Resignation and Replacement of Nominees

In the event that a Nominee is not elected to the Board at a Shareholder Meeting or a Nominee resigns (or his or her successor elected or appointed pursuant to this Section 3.5 resigns) from the Board, becomes permanently incapacitated, becomes ineligible to be a director of the Corporation under law or policies of a relevant stock exchange, is removed by the Shareholders, or refuses to consent to being a director or stand for election or is not elected for any reason then as soon as possible after the Nominee is no longer a director of the Corporation or, to the knowledge of the Corporation, no longer eligible to be a director of the Corporation (any such individual, a "**Former Nominee**"), the Nominating Party which designated such Former Nominee, provided such Investor continues to be a Nominating Party, shall be entitled to designate a replacement Nominee, and the Corporation shall comply (to the extent possible) with the procedures set forth in this Article 3 to nominate a successor (a "**Successor Candidate**") to such Former Nominee in order to cause his or her appointment or election to the Board as soon as practicable and as permitted under applicable law, and thereafter, "**Nominee**" shall be interpreted to exclude the Former Nominee and include any such Successor Candidate that is designated by the relevant Nominating Party. In the event that a Nominee that is a Management Nominee is not elected to the Board at the applicable Shareholder Meeting, the Board shall not conduct any business during the period from the date of such Shareholder Meeting until the earlier of: (i) three Business Days following such Shareholder Meeting, and (ii) the appointment or election of a Successor Candidate pursuant to this Section 3.5.

3.6 Election or Appointment

After the Effective Date, and once any Nominee has been nominated by any of the Nominating Parties pursuant to this Article 3, the Corporation shall:

(a) call a Shareholder Meeting for the purpose of considering the election of such Nominee to the Board, such Shareholder Meeting to be held on a date that is no later than 60 days following the Nominee's designation;

(b) arrange for the Nominee to be appointed to the Board under applicable corporate law to fill any vacancies; or

(c) a combination of the foregoing.

3.7 Obligations of the Corporation

The Corporation shall in respect of every meeting of Shareholders at which the election of directors to the Board is considered, and at every reconvened meeting following an adjournment or postponement thereof (a "**Shareholder Meeting**"), nominate for election to the Board the Nominees, and shall use its commercially reasonable efforts to obtain Shareholder approval for the election of the Nominees at such Shareholder Meeting (including, without limitation, by soliciting proxies in favour of the Nominees) and to that end:

(a) the Corporation shall include each of the Nominees, the CEO and any other Person contemplated by Section 3.3(a) (collectively, the "**Management Nominees**") as nominees of management for election to the Board in the notice of meeting, the management information circular, proxy statement and form of proxy and voting instruction form relating to the applicable Shareholder Meeting;

(b) the Corporation shall solicit proxies from Shareholders in favour of the election of the Nominees in a manner no less rigorous or favourable than the manner in which the Corporation supports all of its other Management Nominees for election at any such Shareholder Meeting, including where appropriate engaging a proxy solicitation firm;

(c) the Corporation shall promptly advise the Nominating Parties of any notices received by the Corporation under its advance notice provision relating to the nomination of directors in the Articles;

(d) the Corporation shall otherwise make commercially reasonable efforts to obtain Shareholder approval for the election of the Management Nominees at each Shareholder Meeting; and

(e) the Corporation shall arrange for the Nominees to be appointed to the Board where permitted by applicable law and obtain Shareholder approval at the next Shareholder Meeting.

3.8 Shareholder Support

(a) Any nomination and election of the Management Nominees to the Board is subject to the approval of Shareholders (including compliance with any majority voting policy, rule or law) and regulatory approval, if required.

(b) Each Investor covenants with the Corporation that, at each Shareholder Meeting, it shall not vote, or cause to be voted, any Equity Securities or take any other action that could reasonably result in a Management Nominee failing to be elected at a Shareholder Meeting or appointed in accordance with applicable law.

(c) The obligations of each Investor under Section 3.8(b) are several and not joint and several.

3.9 Qualifications

(a) All directors, including all Nominees, shall, at all times while serving on the Board, meet the qualification requirements to serve as a director under the Act, applicable securities laws and the rules of any stock exchange on which the Equity Securities are listed and shall promptly provide all required information, including personal information forms required by any relevant stock exchange. If a director, including any of the Nominees, no longer meets the qualification requirements to serve as a director under the Act or the applicable stock exchange on which the Equity Securities are listed, he or she may be replaced as a director pursuant to Section 3.5.

(b) The Nominating Parties and the Corporation shall work in good faith to ensure that the composition of the Board and each of the Board's committees, including its audit committee, meet all applicable independence, financial literacy and other requirements under applicable laws and stock exchange rules.

3.10 Failure to Designate

A failure by a Nominating Party to exercise its nomination right under this Agreement shall not restrict the ability of such Party to designate a Nominee at any time in the future.

3.11 Committees

(a) At any time the Board may establish committees, other than an executive committee, and determine their members' composition from time to time, but will first offer positions on each Board committee to the Nominees provided they meet the eligibility requirements to serve on the relevant Board committee.

(b) As of the Effective Date, the audit committee of the Board shall be comprised of one Gotham Nominee, the [*] Nominee, and the [*] Nominee, provided that such Nominees meet the applicable requirements and consent thereto, together with such other directors as the Board may determine.

(c) As of the Effective Date, the nomination committee of the Board shall be comprised of such directors as the Board may determine (the "**Nomination Committee**").

(d) As of the Effective Date, the compensation committee of the Board shall be comprised of the [*] Nominee together with such other directors as the Board may determine.

3.12 Observers

(a) The Investors shall be entitled to appoint Board observers as follows:

(i) Gotham is irrevocably and unconditionally (subject to the terms hereof) granted the right to appoint twonon-voting observers designated by Gotham to the Board (the "**Gotham Observers**"), provided that the total number of Gotham Observers, together with the observers appointed by the Collateral Agent (as defined under the A&R DPA) pursuant to the A&R DPA, shall not exceed two; and

(ii) the holders of New Unsecured Notes (excluding Gotham) are irrevocably and unconditionally (subject to the terms hereof) granted the collective right to appoint one non-voting observer to the Board (the "**Unsecured Observer**", and together with the Gotham Observers, the "**Observers**" and each is an "**Observer**"), provided that the total number of Unsecured Observers, together with the observers appointed by the holders of New Unsecured Notes pursuant to the Unsecured Debenture Agreement, shall not exceed one.

(b) The Observers shall be appointed upon written notice to the Corporation and the other Investors, and upon the execution by the Observer of a customary board observer agreement with the Corporation. The initial Observers have executed board observer agreements that continue to be effective as of the Effective Date.

(c) The Observers shall be provided with notice of, and relevant materials to be considered at, all meetings of the Board (and all committees thereof) and shall be entitled to attend and participate (other than voting) in all meetings of the Board (and all committees thereof); provided, however, that the Observers will be subject to the same obligations of confidentiality and disclosure of material conflicts, and the same prohibitions on the appropriation of corporate opportunities to which all of the Board members are subject. The Observers may participate in the discussions of matters brought to the Board, provided that the Observers shall have no voting rights. The Observers shall also be entitled to the same indemnification, insurance and other protections to which the other members of the Board are entitled, including as described in Section 3.14 hereof. The Corporation shall reimburse each Observer for the reasonable out-of-pocket expenses incurred by such Observer in connection with satisfying his or her role as Observer, up to a maximum amount of $25,000 in any 12-month period, unless otherwise agreed in writing between the Corporation and an Observer.

(d) Gotham and the holders of the New Unsecured Notes may replace their respective Observers, or any one Observer, with a different Observer at any time in their sole discretion by providing written notice thereof to the Corporation and the other Investors in accordance with Section 3.12(b).

3.13 Subsidiary Governance

The Corporation shall remain the sole member and manager of ICM. The board (or other similar governing body) of each other Subsidiary shall be comprised of such members of the Corporation's management team as determined by the Board from time to time.

3.14 D&O Insurance and Indemnity Agreement

The Corporation shall obtain and maintain in force a directors' and officers' insurance policy, with coverage and on terms acceptable to the Board. Each Nominee shall be entitled to the benefit of customary director's and officer's liability insurance and a contractual indemnity agreement with the Corporation in a form that is reasonably satisfactory to all of the Nominees.

3.15 Director Compensation

The compensation of directors shall be determined by the Board and, and once determined, shall be set out in a customary agreement with each director, including provisions regarding reimbursement of expenses, provided however that any Nominee that is employed by an Investor shall receive no compensation from the Corporation but the Nominee or the Investor that appointed the Nominee may be reimbursed for expenses by the Corporation.

3.16 Chair of the Board

The chair of the Board shall be the CEO. If there is no CEO, the Board shall determine from time to time which individual is to serve as chair of the Board. The chair shall have no special or additional powers and in particular, but without limitation, shall not have a casting vote at meetings of the Board.

3.17 Board Matters

(a) "**Supermajority Board Approval**" means the approval of at least five directors of the Corporation, except:

(i) if fewer than five directors are entitled to vote on a matter, the unanimous approval of the directors entitled to vote on such matter is required, and

(ii) if more than seven directors are entitled to vote on a matter, the approval of at least 75% of the directors is required.

(b) The matters set out below shall require Supermajority Board Approval:

(i) approval of the issuance of voting Equity Securities of the Corporation, (other than pursuant to an Equity Incentive Plan);

(ii) approval of a Related Party Transaction;

(iii) approval of a Change of Control Transaction that requires Board approval; and

(iv) any amendments to the New Secured Notes or the New Unsecured Notes.

ARTICLE 4
INFORMATION RIGHTS

4.1 Financial Statements

The Corporation will provide to the Investors interim financial statements within 60 days of the end of each fiscal quarter and audited annual financial statements within 120 days of each fiscal year-end, provided that the Corporation shall be deemed to have complied with this Section 4.1 upon the public filing of such financial statements with the SEC or any applicable securities regulatory authority in accordance with Section 4.2 hereof.

4.2 Securities Filings

The Corporation will within the required time, file with any applicable securities regulatory authority, any documents, reports and information, in the required form, required to be filed by applicable securities laws, together with any applicable filing fees and other materials.

4.3 Other Information

The Corporation will promptly deliver to each Investor an annual budget as approved by the Board and such additional information regarding the business, legal, financial or corporate affairs of the Corporation or any of its Subsidiaries as any Investor may from time to time reasonably request.

4.4 Notices of Material Adverse Changes, Proceedings, etc.

Promptly after an officer of the Corporation or any of its Subsidiaries has obtained knowledge thereof, the Corporation will notify the Investors in writing of:

(a) any matter that has resulted or could reasonably be expected to result in a material adverse effect on the Corporation or any of its Subsidiaries; and

(b) the filing or commencement of any action, suit, litigation or proceeding, whether at law or in equity by or before any Governmental Body against the Corporation or any of its Subsidiaries.

Each such notice shall be accompanied by a written statement of an officer of the Corporation setting forth details of the occurrence referred to therein and stating what action the Corporation has taken and proposes to take with respect thereto.

4.5 Inspection Rights

The Corporation will (i) maintain and cause each of its Subsidiaries to maintain, complete and accurate books and records, (ii) permit, and cause each of its Subsidiaries to permit, each Investor to have access to such books and records, and (iii) permit, and cause each Subsidiary to permit, any Investor, its accountants or other advisors to inspect the properties and operations of the Corporation and each of its Subsidiaries on reasonable advance notice and during normal business hours.

4.6 Tax Reporting

The Corporation represents and warrants that as of the Effective Date it has not, and covenants that it will not on or after the Effective Date, finalize any Canadian or U.S. federal income tax analyses or opinions, nor any supporting materials for such analyses or opinions, relating to the transactions being undertaken pursuant to the Plan (including, without limitation, any valuations or appraisals of the Debt Exchange Common Shares being issued pursuant to the Plan) prior to consultation with and approval of the Requisite Investors. The Investors shall have the right to review and comment on such analysis, opinions and supporting materials and the Corporation shall take into account all such comments that are reasonable. The Corporation represents and warrants that it provided current drafts of all such Canadian and U.S. federal income tax analyses, opinions and supporting materials to the Investors no later than three Business Days prior to the Effective Date.

ARTICLE 5
COVENANTS OF THE INVESTORS

5.1 Notice of Drop of Debt Exchange Common Share Percentage below 5%

If any Investor's Debt Exchange Common Share Percentage falls below 5%, such Investor will provide notice in writing to that effect to each of the other Investors and the Corporation as soon as possible after such Investor becomes aware. In addition, Gotham shall provide notice in writing to the other Investors and the Corporation when its Debt Exchange Common Share Percentage falls below a threshold set out in Section 3.1(a).

5.2 Gotham Voting Restriction

(a) Subject to Section 5.2(b) and Section 5.2(c), on the record date in respect of any meeting of the Shareholders, if:

(i) the number of Debt Exchange Common Shares held by Gotham at such time; plus

(ii) the number of Non-Participating Secured Lender Shares at such time

would represent more than 35.78% of the votes attached to all of the issued and outstanding Common Shares, then, unless Supermajority Board Approval is obtained, Gotham shall not vote at such meeting of the Shareholders such number of its Debt Exchange Common Shares (the "**Non-Votable Gotham Debt Exchange Common Shares**") that would otherwise result in the Secured Lenders being able to vote more than 35.78% of the votes attached to all of the issued and outstanding Common Shares (for purposes of calculating the number of Non-Votable Gotham Debt Exchange Common Shares, such shares shall be excluded from the total number of issued and outstanding Common Shares). See Schedule 5.2 for a sample voting restriction calculation as of the Effective Date.

(b) The voting restriction set out in Section 5.2(a) shall not apply in respect of a vote in favour of a Change of Control Transaction.

(c) The voting restriction set out in Section 5.2(a) shall cease to apply on the earlier of:

(i) the date that the Debt Exchange Common Share Percentage of each of [*], [*] and [*] is less than 5%; and

(ii) the date that is three years from the Effective Date.

5.3 Gotham Standstill

Until the date that is three years from the Effective Date, unless Supermajority Board Approval is obtained, Gotham shall not, directly or indirectly, acquire Common Shares that will cause Gotham's Common Share Percentage to exceed the percentage calculated as follows:

(a) 49.9%, minus

(b) the percentage resulting from the number ofNon-Participating Secured Lender Shares divided by the total number of Common Shares issued and outstanding at the time such determination is made,

which, as of the Effective Date, is 42.40%.

5.4 Additional Representations and Covenants of the Investors

(a) Subject to Section 5.4(b):

(i) each Investor represents that it is not acting, and agrees that it shall not act, jointly or in concert (as contemplated by Canadian Securities Laws) or as part of a "group" (as contemplated by U.S. Securities Laws) with any Person (other than its Affiliates) in relation to a Change of Control Transaction, the voting of Equity Securities, or the acquisition, holding or disposition of Equity Securities; and

(ii) each Investor agrees, and agrees to cause each of its Affiliates, not to enter into or offer to enter into or otherwise agree to be bound by a lockup, voting, support or other similar agreement with respect to any Equity Securities held by such Investor or Affiliate in connection with any Change of Control Transaction.

(b) The prohibitions in Section 5.4(a) do not apply to any agreement, transaction or other matter that:

(i) has been approved by a Supermajority Board Approval; or

(ii) is in respect of an Approved Change of Control Transaction.

(c) The obligations of each Investor under this Section 5.4 are several and not joint and several.

ARTICLE 6
DISPUTE RESOLUTION

6.1 Arbitration

Any dispute, controversy or claim arising out of or relating to this Agreement or the breach, interpretation, termination or validity thereof (a "**Dispute**") will be submitted to arbitration pursuant to the*Arbitration Act, 1991* (Ontario) in accordance with the following:

(a) The arbitration tribunal will consist of one arbitrator appointed by mutual agreement of the Parties to the Dispute, or in the event of failure to agree within 10 Business Days following delivery of the written notice to arbitrate, any Parties to the Dispute may apply to a judge sitting in Toronto, Ontario to appoint an arbitrator. The arbitrator must be qualified by education and training to rule upon the particular matter to be decided.

(b) The arbitrator will be instructed that time is of the essence in the arbitration proceeding and that, in any event, the arbitration award must be made within 30 days of the submission of the Dispute to arbitration.

(c) After written notice is given to refer any Dispute to arbitration, the Parties to the Dispute will meet within 10 Business Days of delivery of the notice and negotiate in good faith any changes in these arbitration provisions or the rules of arbitration which are adopted by this Section 6.1, in an effort to expedite the process and otherwise ensure that the process is appropriate given the nature of the Dispute and the values at risk.

(d) The seat of the arbitration shall be Toronto.

(e) The arbitration award will be given in writing and will be final and binding on the Parties, not subject to any appeal. Subject to the provision of this Section 6.1(e), the arbitration award will deal with the question of costs of arbitration and all related matters. A Party to a Dispute may, at any time, make an offer to the other Parties to the Dispute to settle all or any part of the Dispute. Any offer to settle is deemed to be an offer of compromise made in confidence and without prejudice. The fact that an offer to settle has been made may not be communicated to the arbitrator until the arbitrator has made a final determination of all aspects of the Dispute other than costs. If an offer to settle is not accepted and the arbitration award is no more favourable to the Party to which the offer was made, the Party making the offer is entitled to all of its costs in connection with the arbitration in respect of the period from the date the offer to settle was made to the making of the arbitration award. The costs of arbitration include the arbitrators' fees and expenses, the provision of a reporter and transcripts, reasonable legal fees and reasonable costs of preparations.

(f) Judgment upon any award may be entered in any court having jurisdiction or application may be made to the court for a judicial recognition of the award or an order of enforcement, as the case may be.

(g) All Disputes referred to arbitration (including the scope of the agreement to arbitrate, any statute of limitations,set-off claims, conflict of laws, rules, tort claims and interest claims) are governed by the law of Ontario and the federal law of Canada applicable therein.

(h) Despite the submission of a Dispute to arbitration, each Party shall continue to perform all of its obligations under this Agreement until the final disposition of the arbitration. Each Party shall only cease or curtail such performance if the Party is expressly permitted to do so by a final award of the arbitral tribunal that has not been appealed, by a final court judgment, or otherwise by court order. The Parties agree that the breach of this term requiring continued performance of the Agreement will cause serious and irreparable damage and harm to the affected Party and that remedies at law may be inadequate to compensate for such a breach. Each Party agrees that an injunction or order for specific performance, or both, is an appropriate remedy to enforce this term, without proof of factual damages, in addition to any other remedy to which the affected Party may be entitled.

(i) In addition to any other confidentiality obligations that may apply, the Parties shall keep confidential and not disclose to any person the existence of the arbitration and any element of the arbitration (including submissions and any evidence of or documents presented or exchanged and any awards thereunder), except to the arbitral tribunal, the Parties' auditors and insurers, legal counsel to the Parties and any other person necessary to the conduct of the arbitration and except to the extent required by law, the rules of a stock exchange or securities regulatory authority having jurisdiction over a Party, or as required for any court application to set aside or enforce any award or decision made pursuant thereto. No individual shall be appointed as an arbitrator unless he or she agrees in writing to be bound by a confidentiality provision similar in form and substance to this paragraph.

(j) By agreeing to arbitration and negotiating in good faith, the Parties do not intend to deprive any court of its jurisdiction to issue a pre-arbitral injunction, pre-arbitral attachment or other order in aid of the arbitration proceedings and the enforcement of any award. Without prejudice to such provisional remedies in aid of arbitration as may be available under the jurisdiction of a legal court, the arbitrator shall have full authority to grant provisional remedies, statutory remedies and to award damages for the failure of the disputing Parties to respect the arbitrator's orders to that effect.

ARTICLE 7
AMENDMENT, WAIVER AND TERMINATION

7.1 Amendment and Waiver

(a) Any amendment or modification to this Agreement shall be in writing and signed by the Requisite Investors, the Corporation and ICM. No amendment shall be enforced against an Investor if such amendment would negatively affect such Investor in a manner that is disproportionate relative to its effect on the other Investors, unless such affected Investor provides its consent in writing.

(b) Any Party may (i) extend the time for the performance of any of the obligations or acts of another Party, (ii) waive compliance, except as provided herein, with any of the other Party's agreements or the fulfilment of any conditions to its own obligations contained herein, or (iii) waive inaccuracies in any of the other Party's representations or warranties contained herein or in any document delivered by the other Party; provided that any such extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of such Party and approved in writing by the Requisite Investors and, unless otherwise provided in the written waiver, shall be limited to the specific breach or condition waived and shall not extend to any other matter or occurrence. No failure or delay in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise or the exercise of any right, power or privilege under this Agreement.

7.2 Termination

(a) Each of Gotham, [*], [*] and [*] will cease to be an "Investor" on the earlier occurrence of:

(i) the date on which such Investor's Debt Exchange Common Share Percentage is less than 5%; and

(ii) the Investor materially breaches this Agreement and such breach is not cured within 20 Business Days after receipt by the Investor of written notice thereof from the Corporation or any other Investor.

(b) This Agreement may be terminated by written agreement of the Requisite Investors, the Corporation and ICM.

(c) This Agreement shall terminate automatically when there are no longer any Investors as a result of the operation of Section 7.2(a).

7.3 Effect of Termination

(a) If Gotham, [*], [*] or [*] ceases to be an "Investor" in accordance with Section 7.2(a), the terms "Investor" and "Investors", as applicable, shall be read not to include any of the Parties Affiliated therewith, and such Parties shall cease to be bound by the provisions of this Agreement except for the provisions set out in Section 7.3(b).

(b) Upon any termination of this Agreement (including termination in respect of a Party in accordance with Section 7.3(a)), the obligations in Article 6, Article 8 and Article 9 and such other provisions necessary to give effect thereto shall continue to apply.

ARTICLE 8
CONFIDENTIALITY

8.1 Confidential Information

(a) Each Party (a disclosing Party being a "**Disclosing Party**", and a receiving Party being a "**Receiving Party**"), agrees to maintain the confidentiality of all non-public information received from the other relating to such Party or its business (the "**Confidential Information**"), except that Confidential Information may be disclosed by a Receiving Party:

(i) to its respective Affiliates and its and the directors, officers, employees, partners, agents, trustees, administrators, managers, advisors, and representatives of it and its Affiliates (collectively, "**Related Parties**") (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Confidential Information and instructed to keep such Confidential Information confidential);

(ii) to the extent required or requested by any regulatory authority purporting to have jurisdiction over such Receiving Party or its Related Parties (including any self-regulatory authority);

(iii) to the extent required by any law or by any subpoena, court order, or similar legal process; provided that, unless specifically prohibited by applicable law or court order, the Receiving Party shall use commercially reasonable efforts to:

(A) notify the Disclosing Party of any request by any Governmental Body or representative thereof (other than any such request in connection with an examination of an Investor by such Governmental Body) for disclosure of any such Confidential Information prior to disclosure of such Confidential Information, and

(B) cooperate with the Disclosing Party in its attempts to seek a protective order or to otherwise limit or restrict disclosure of its proprietary information, at the Disclosing Party's sole cost and expense, provided that, if the Disclosing Party is unable to obtain a protective order or otherwise limit or restrict disclosure of its Confidential Information, the Receiving Party may disclose the relevant Confidential Information, but only to the extent legally required;

(iv) in connection with the exercise of any remedies hereunder or any suit, action, or proceeding relating to this Agreement or the enforcement of its rights hereunder;

(v) subject to an agreement containing provisions substantially the same as those of this Article 8, to

(A) any actual or potential assignee, transferee, or participant in connection with the assignment or transfer by Investors or any participations therein, or

(B) any actual or prospective party (or its Related Parties) to any swap, derivative, or other transaction under which payments are to be made by reference to the Corporation or any of its Subsidiaries or any of their respective obligations, this Agreement or payments hereunder; provided that, any such potential assignee, transferee, participant, swap counterparty, or advisor is advised of, and agrees to be bound by, the provisions of this Article 8;

(vi) with the consent of the Disclosing Party; or

(vii) to the extent such Confidential Information

(A) becomes publicly available other than as a result of a breach of this Article 8, or

(B) is available to the Receiving Party or its Related Parties on anon-confidential basis prior to disclosure by the Disclosing Party, or

(C) becomes available to the Receiving Party or its Related Parties on anon-confidential basis from a source or third party other than the Disclosing Party, where such third party was not, to Receiving Party's knowledge, under an obligation of confidence with the Disclosing Party at the time of such third party's disclosure to the Receiving Party, or

(D) was independently developed by the Receiving Party or its Related Parties without using any Confidential Information of a Disclosing Party.

(b) Any Person required to maintain the confidentiality of Confidential Information as provided in this Article 8 shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Confidential Information as such Person would accord to its own confidential information.

ARTICLE 9
MISCELLANEOUS

9.1 Headings

The inclusion of headings in this Agreement is for convenience of reference only and shall not affect in any way the construction or interpretation of this Agreement.

9.2 Gender and Number

In this Agreement, unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders.

9.3 Currency

Except where otherwise expressly provided, all amounts in this Agreement are expressed in U.S. dollars.

9.4 Governing Law

This Agreement and all matters arising out of or relating to this Agreement are governed by the laws of the Province of Ontario, and the federal laws of Canada applicable thereunder. Subject to Article 6, each Party hereby irrevocably attorns to the non-exclusive jurisdiction of the courts of the Province of Ontario in respect of all matters arising under or in relation to this Agreement.

9.5 Specific Performance

It is agreed and understood that monetary damages would not adequately compensate an injured Party for the breach of this Agreement by any Party, that this Agreement shall be specifically enforceable, and that any breach or threatened breach of this Agreement shall be the proper subject of a temporary or permanent injunction or restraining order, without bond. Further, each Party hereto waives any claim or defense that there is an adequate remedy at law for such breach or threatened breach.

9.6 Successors and Assigns; Joinder

Upon any assignment or transfer of Common Shares held by any of the Investors, except for transfers tonon-Affiliated third party transferees, the assignee or transferee shall be required to enter into this Agreement by completing a Joinder Agreement, the form of which is attached hereto at Schedule 9.6, and such Investor shall be deemed to include such assignee or transferee for all purposes of this Agreement. Except as otherwise expressly provided, the provisions prescribed herein shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors, and administrators of the Parties hereto.

9.7 Entire Agreement

This Agreement, together with all other documents and instruments referred to herein, constitute the entire agreement and supersede all other prior agreements and undertakings, both written and oral, among the Parties with respect to the subject matter hereof.

9.8 Further Assurances

Each of the Parties shall, from time to time hereafter, promptly do, execute, deliver or cause to be done, executed and delivered, all further acts, documents and things as may be required or necessary for the purposes of giving effect to this Agreement.

9.9 Severability

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, such provision shall be deemed severed from this Agreement and the remainder of the provision of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated and the Parties shall thereupon promptly and in good faith negotiate to modify this Agreement to the extent practicable with replacement provisions which are lawfully effective and which will preserve to the maximum extent each Party's benefits under the severed provision.

9.10 Time of the Essence

Time is of the essence in this Agreement.

9.11 Delays or Omissions

No delay or omission to exercise any right, power, or remedy accruing to any holder, upon any breach, default or noncompliance of any Party under this Agreement shall impair any such right, power, or remedy, nor shall it be construed to be a waiver of any such breach, default or noncompliance, or any acquiescence therein, or of any similar breach, default or noncompliance thereafter occurring. It is further agreed that any waiver, permit, consent, or approval of any kind or character on any Party's part of any breach, default or noncompliance under the Agreement or any waiver on such Party's part of any provisions or conditions of this Agreement must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement, by law, or otherwise afforded to holders, shall be cumulative and not alternative.

9.12 Notices

Any notice, consent, waiver, direction or other communication required or permitted to be given under this Agreement by a Party shall be in writing and may be given by delivering same or sending same by facsimile or by delivery addressed to the Party to which the notice is to be given at its address for service herein. Any such notice, consent, waiver, direction or other communication shall, if delivered, be deemed to have been given and received on the date on which it was delivered to the address provided herein (if a Business Day, or if not, the next succeeding Business Day) and if sent by facsimile be deemed to have been given and received at the time of receipt (if a Business Day, or if not, the next succeeding Business Day) unless actually received after 4:30 p.m. (recipient's time) at the point of delivery in which case it shall be deemed to have been given and received on the next Business Day.

The address for service for each of the Parties hereto shall be as follows:

(a) to the Corporation, ICM, and any Subsidiary at:

iAnthus Capital Holdings, Inc.
c/o McMillan LLP
Brookfield Place
181 Bay Street, Suite 4400
Toronto, ON M5J 2T3

Attention: Wael Rostom, Tushara Weerasooriya and James Munro
Email: wael.rostom@mcmillan.ca
tushara.weerasooriya@mcmillan.ca
james.munro@mcmillan.ca

(b) to Gotham at:

c/o Gotham Green Partners, LLC
1437 4th Street, Suite 200
Santa Monica, CA
90401

Attention: [*]
Email: [*]

with a copy (which shall not be deemed notice) to:

SkyLaw Professional Corporation
3 Bridgman Avenue, Suite 204
Toronto, ON M5R 3V4

Attention: Kevin R. West
Email: kevin.west@skylaw.ca

(c) to [*] at:

[*]

with a copy (which shall not be deemed notice) to:

Cassels Brock & Blackwell LLP
Suite 2100, 40 King Street West
Scotia Plaza
Toronto, Ontario M5H 3C2

Attention: Ryan Jacobs and Jeff Roy

Email: rjacobs@cassels.com
jroy@cassels.com

(d) to [*] at:

[*]

with a copy (which shall not be deemed notice) to:

Cassels Brock & Blackwell LLP
Suite 2100, 40 King Street West
Scotia Plaza
Toronto, Ontario M5H 3C2

Attention: Ryan Jacobs and Jeff Roy

Email: rjacobs@cassels.com
jroy@cassels.com

(e) to [*] at:

[*]

Attention: General Counsel

with a copy (which shall not be deemed notice) to:

Stikeman Elliott LLP
Suite 5300 Commerce Court West
199 Bay Street
Toronto, Ontario M5L 1B9

Attention: Brian M. Pukier and Ashley Taylor

Email: bpukier@stikeman.com
ataylor@stikeman.com

9.13 Counterparts

This Agreement may be executed and delivered in any number of counterparts (including by electronic means), each of which shall be deemed an original, but all of which together shall constitute one instrument.

[Signature page follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Investor Rights Agreement as of the date set forth above.

iANTHUS CAPITAL HOLDINGS, INC.

By: (Signed) "*Robert Galvin*"
Name: Robert Galvin
Title: Interim Chief Executive Officer

iANTHUS CAPITAL MANAGEMENT, LLC

By: (Signed) "*Robert Galvin*"
Name: Robert Galvin
Title: Chief Executive Officer

GOTHAM GREEN FUND 1, L.P.
By Gotham Green GP 1, LLC, its General Partner

By: _____
Name:
Title:

GOTHAM GREEN FUND 1 (Q), L.P.
By Gotham Green GP 1, LLC, its General Partner

By: _____
Name:
Title:

GOTHAM GREEN FUND II, L.P.
By Gotham Green GP II, LLC, its General Partner

By: _____
Name:
Title:

GOTHAM GREEN FUND II (Q), L.P.
By Gotham Green GP II, LLC, its General Partner

By: _____
Name:
Title:

GOTHAM GREEN CREDIT PARTNERS SPV 1, L.P.
By Gotham Green Partners GP 1, LLC, its General Partner

By: _____
Name:
Title:

GOTHAM GREEN PARTNERS SPV V, L.P.
By Gotham Green Partners SPV V, LLC, its General Partner

By: _____
Name:
Title:

[*]

By: _____
Name:
Title:

[*]

By: _____
Name:
Title:

[*]

By: _____
Name:
Title:

[*]

By: _____
Name:
Title:

SCHEDULE 5.2

SAMPLE VOTING RESTRICTION CALCULATION

For example, as of the Effective Date, assuming:

(i) Gotham receives 2,568,047,190 Debt Exchange Common Shares;

(ii) the Non-Participating Secured Lenders receive 468,242,662 Debt Exchange Common Shares; and

(iii) there are 6,244,297,897 Common Shares issued and outstanding;

Gotham would not be permitted to vote in aggregate 1,248,956,812 of its Debt Exchange Common Shares (in this example, the "**Non-Votable Gotham Debt Exchange Common Shares**") because:

(a) the number of Debt Exchange Common Shares held by Gotham (2,568,047,190) plus theNon-Participating Secured Lender Shares (468,242,662) less the Non-Votable Gotham Debt Exchange Common Shares (1,248,956,812);

(b) divided by the total outstanding Common Shares (6,244,297,897) less theNon-Votable Gotham Debt Exchange Common Shares (1,248,956,812)

is equal to 35.78%. Therefore, Gotham would be able to vote 1,319,090,378 of its Debt Exchange Common Shares and also vote any other Common Shares it holds or acquires, but it would not be able to vote the 1,248,956,812 Non-Votable Gotham Debt Exchange Common Shares.

The number of Non-Votable Gotham Debt Exchange Common Shares will decrease over time (and therefore the number of Debt Exchange Common Shares that Gotham will be able to vote will increase) as the number of Non-Participating Secured Lender Shares decreases and as the number of outstanding Common Shares increases.

SCHEDULE 9.6

JOINDER AGREEMENT

This Joinder Agreement (the "**Joinder Agreement**") is made as of the date below by the undersigned in connection with the Investor Rights Agreement dated [_____], 20[_____] (as amended or modified from time to time, the "**Investor Rights Agreement**") among iAnthus Capital Holdings, Inc., iAnthus Capital Management, LLC, and each of the Investors (as defined in the Investor Rights Agreement). Capitalized terms used herein have the meanings assigned in the Investor Rights Agreement unless otherwise defined herein.

RECITALS:

(a) Section 9.6 of the Investor Rights Agreement requires that, upon any assignment or transfer of Common Shares held by any of the Investors, except for transfers to non-Affiliated third party transferees, the assignee or transferee shall be required to enter into the Investor Rights Agreement by completing this Joinder Agreement, and shall be treated as a Party and an Affiliate of the applicable Investor for all purposes of the Investor Rights Agreement, unless the Parties agree otherwise.

(b) The undersigned wishes to be bound by the terms of the Investor Rights Agreement on the terms and subject to the conditions set forth in this Joinder Agreement.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned agrees as follows:

(a) The undersigned hereby agrees to become a party to the Investor Rights Agreement and to be fully bound by, and subject to all of the covenants, terms, and conditions of the Investor Rights Agreement as though an original Party thereto.

(b) The undersigned hereby represents and warrants to each of the other Parties that:

(i) it is an Affiliate of the Investor identified on the signature page hereof,

(ii) the representations and warranties set forth in the Investor Rights Agreement, as applicable, are true and correct with respect to the undersigned as if given on the date hereof, and

(iii) the covenants set forth in the Investor Rights Agreement, as applicable, will remain true with respect to the undersigned.

(c) Nothing in this Joinder Agreement modifies the Investor Rights Agreement except for the addition of the undersigned as a Party. The Investor Rights Agreement shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the undersigned has caused this Joinder Agreement to be duly executed and delivered by its proper and duly authorized officer as of _____, 20_____.

[**NAME OF PARTY**]

By: _____
Name:
Title:

Details of Party

Name of applicable Investor for purposes of the Investor Rights Agreement (Gotham / [*] / [*] / [*]):

Jurisdiction of formation:

Mailing Address:

Name of contact person for notices:

Email of contact person:

Exhibit 99.1

iAnthus Announces Closing of Recapitalization Transaction, $25 Million Additional Financing and Other Corporate Updates

NEW YORK, NY and TORONTO, ON – June 24, 2022 – iAnthus Capital Holdings, Inc. ("**iAnthus**" or the "**Company**") (CSE: IAN, OTCPK: ITHUF), which owns, operates and partners with regulated cannabis operations across the United States, announces today that it has completed its previously announced recapitalization transaction (the "**Recapitalization Transaction**") pursuant to the terms of a restructuring support agreement (the "**Restructuring Support Agreement**"), dated July 10, 2020 and as amended June 15, 2021, between the Company, all of the holders (the "**Secured Lenders**") of the 13% senior secured convertible debentures (the "**Secured Debentures**") issued by iAnthus Capital Management, LLC ("**iAnthus SubCo**"), and a majority of the holders (the "**Consenting Unsecured Debentureholders**") of the 8% unsecured convertible debentures (the "**Unsecured Debentures**") issued by the Company. The implementation of the Recapitalization Transaction resulted in various changes to the corporate governance and capital structure of the Company, as detailed below. The Recapitalization Transaction closed pursuant to the terms of the plan of arrangement, as amended and restated (the "**Plan of Arrangement**"), which was approved by the shareholders of the Company at a meeting of holders of the Company's common shares (**"Common Shares"**), options and warrants, as well as by 100% of the holders of the Secured Debentures and 100% of the holders of the Unsecured Debentures, on September 14, 2020, and by the Supreme Court of British Columbia on October 5, 2020.

All references to currency in this news release are in US dollars.

Issuance of New Common Shares

As of the closing of the Recapitalization Transaction, the Company issued in aggregate 6,072,579,705 Common Shares to the Secured Lenders and holders of the Unsecured Debentures. Specifically, the Secured Lenders have been issued in aggregate 3,036,289,852 Common Shares ("**Secured Lender Shares**") on a *pro rata* basis, which is equal to 48.625% of the total outstanding Common Shares, and the holders of Unsecured Debentures have been issued in aggregate 3,036,289,853 ("**Unsecured Debentureholders Shares**") on a *pro rata* basis, which is also equal to 48.625% of the total outstanding Common Shares. The existing holders of the Common Shares (the "**Existing Shareholders**") will continue to hold in aggregate 171,718,192 Common Shares, representing 2.75% of the total outstanding Common Shares.

Further details on the Recapitalization Transaction can be found in the Company's information circular dated August 14, 2020 (a copy of which is available under the Company's SEDAR profile at www.sedar.com) and other documents filed by the Company on SEDAR, including the Plan of Arrangement filed on October 7, 2020.

All of the Company's existing warrants and options have been cancelled as of the closing of the Recapitalization Transaction.

Following the closing of the Recapitalization Transaction, the Common Shares may be consolidated pursuant to a consolidation ratio which has yet to be determined, subject to applicable corporate approval and applicable filings with the Canadian Securities Exchange.

Restructured Secured and Unsecured Debt

As of the closing of the Recapitalization Transaction, the Secured Debentures (plus accrued and unpaid interest and fees), and the interim financing secured notes due July 13, 2025 (plus accrued interest) issued to certain of the Secured Lenders in connection with the entry into the Restructuring Support Agreement, were forgiven in part and exchanged in accordance with the terms of the Plan of Arrangement for: (i) the Secured Lender Shares; (ii) 8% senior secured debentures in the aggregate principal amount of $99,736,842, due June 24, 2027, issued by iAnthus SubCo and guaranteed by the Company and its subsidiaries ("**New Secured Notes**"); and (iii) 8% unsecured debentures due June 24, 2027, issued by iAnthus SubCo and guaranteed by the Company (the "**New Unsecured Notes**") in the aggregate principal amount equal to $5,000,000.

As of the closing of the Recapitalization Transaction, the Unsecured Debentures (plus accrued and unpaid interest and fees) were also forgiven in part and exchanged in accordance with the terms of the Plan of Arrangement for: (i) the Unsecured Debentureholders Shares; and (ii) New Unsecured Notes in the aggregate principal amount equal to $15,000,000.

Interest accrued under both the New Secured Notes and New Unsecured Notes shall be paid in kind.

$25,000,000 Additional Financing

Following the closing of the Recapitalization Transaction, certain of the Secured Lenders and Consenting Unsecured Debentureholders acquired 8% senior secured debentures in the aggregate principal amount equal to $25,000,000, due June 24, 2027 by iAnthus SubCo and guaranteed by the Company and its subsidiaries (the "**Additional Secured Notes**"). Interest accrued under the Additional Secured Notes shall be paid in kind. The proceeds from the issuance of the Additional Secured Notes will be used by the Company for working capital and general corporate purposes, and for costs and expenses relating to the closing of the Recapitalization Transaction.

Certain of the purchasers of the Additional Secured Notes may be considered "related parties" as such term is defined in Multilateral Instrument 61-101 – Protection of Minority Security Holders in Special Transactions (**"MI 61-101"**). Accordingly, the issuance of the Additional Secured Notes may be a "related party transaction" as defined in MI 61-101. The Company is relying on the exemption from the formal valuation requirement at Section 5.5(b) of MI 61-101 (*Issuer Not Listed on Specified Markets*) and the exemption from minority approval requirement at Section 5.7(1)(f) of MI 61-101 (*Loan to Issuer, No Equity or Voting Component*) in respect of the issuance of the Additional Secured Notes. The Company did not file a material change report 21 days prior to the expected closing of the Additional Secured Notes as the structure of the transaction and details of the participation of such purchasers had not been confirmed at that time. Due to the Company's liquidity constraints, the Company believes it is reasonable and necessary in the circumstances to complete the closing of the Additional Secured Notes within the available financing windows.

Changes to the Board of Directors (the "Board")

Michael Muldowney and Diane Ellis have resigned from the Board, effective June 24, 2022. Both Mr. Muldowney and Ms. Ellis joined the Company on December 5, 2019 as part of the formation of the Company's independent Board. "Speaking on behalf of the entire iAnthus team, we have been very fortunate to have both Michael and Diane on the Board for the last two and a half years. Both Michael and Diane brought to the Board extensive professional experience and unique, strategic perspectives that helped guide iAnthus through a complicated Recapitalization Transaction," said Robert Galvin, Interim Chief Executive Officer and a Director. "We thank Michael and Diane for their valuable contributions." As contemplated in connection with the Recapitalization Transaction, Mr. Galvin has also resigned from the Board effective June 24, 2022 but continues as Interim Chief Executive Officer.

Immediately prior to closing the Recapitalization Transaction the Board was comprised of eight seats with five casual vacancies. Pursuant to the terms of the Plan of Arrangement, the Secured Lenders have the right to nominate three directors to the Board and the Consenting Unsecured Debentureholders have the right to collectively appoint three directors to the Board, which rights continue in accordance with the terms of the Investor Rights Agreement described below.

The Secured Lenders nominated two of their three nominees to the Board, being Scott Cohen and Michelle (Mich) Mathews-Spradlin, and will nominate a third director after closing, subject to regulatory approval where required. The Consenting Unsecured Debentureholders nominated all three of their director nominees being: Zachary (Zach) Arrick, Alexander Shoghi and Marco D'Attanasio. These nominees will serve as directors of iAnthus until the next annual general meeting or until their successors are duly elected or appointed. Once a permanent chief executive officer is selected by the Company, such individual (and any successor thereto) shall also be nominated as a director in accordance with the Investor Rights Agreement.

The biographies of the five current members of the Board are set out below:

Scott Cohen | Director

Scott Cohen has over 25 years of professional investment experience, including public and private debt and equity securities. Mr. Cohen is currently a consultant to financially troubled companies and stakeholders, and an active investor in turnaround opportunities. Until 2017 Mr. Cohen was with Silver Rock Financial, a large family office, investing in debt and equity investments. Responsibilities included sourcing of both public and private debt, structuring debt securities and loans, and leading activist and restructuring transactions. Prior to Silver Rock Financial, Mr. Cohen was Managing Director and Portfolio Manager at Cerberus Capital Management. At Cerberus, Mr. Cohen's responsibilities included analyzing, investing, and managing of a portfolio of primarily distressed assets. Most of these investments involved activist or control roles, from leading creditor committees to initiating negotiations with borrowers in restructurings. Mr. Cohen also worked closely with the private equity team at Cerberus on several large transactions, focusing on liability management within portfolio companies. Prior to joining Cerberus, Mr. Cohen worked in Merrill Lynch's distressed debt trading group from 1992 to 1998, analyzing and investing in distressed corporate situations. From 1990 to 1992 he was an investment banker in Merrill's High Yield Finance and Restructuring Group. Mr. Cohen is a 1990 graduate of Tufts University.

Mich Mathews-Spradlin | Director

From 1993 until her retirement in 2011, Ms. Mathews-Spradlin worked at Microsoft Corporation, where she served as Chief Marketing Officer and previously held several other key leadership positions. Prior to her employment with Microsoft, Ms. Mathews-Spradlin worked in the United Kingdom as a communications consultant for Microsoft from 1989 to 1993. She also held various roles at General Motors Co. from 1986 to 1989.

As the CMO and SVP of Microsoft, Ms. Mathews-Spradlin oversaw the company's global marketing function, including the household brands of Windows, Office, Xbox, Internet Explorer and Bing. Mathews-Spradlin led Microsoft's consumer and business-to-business marketing to hundreds of millions of global customers. She was instrumental in driving the growth of Microsoft's global business by building several of the world's leading technology brands. As the most senior woman at Microsoft, she was also a strong advocate for female advancement and personally spearheaded the company's network and mentoring program for female progression at the company. She retired from Microsoft in 2011, after 22 years.

Ms. Mathews-Spradlin currently serves on the board of The Wendy's Company and in addition serves as a board member of several private companies, including Jacana Holdings Inc., The Bouqs Company and You & Mr Jones. She is also a digital advisory board member for Unilever PLC, a member of the board of trustees of the California Institute of Technology and a member of the executive board of the UCLA School of Theater, Film and Television.

Alexander Shoghi | Director

Mr. Shoghi is a Portfolio Manager at Oasis Management, a private investment management firm headquartered in Hong Kong. Mr. Shoghi joined Oasis in 2005, first based in Hong Kong, and subsequently relocating to the U.S. as the founder and manager of Oasis Capital in Austin, Texas in early 2012. From 2004 to 2005, Mr. Shoghi worked at Lehman Brothers in New York City. Mr. Shoghi holds a Bachelor of Science of Business Administration in Finance and International Business degree from Georgetown University.

Zach Arrick | Director

Mr. Arrick is a Senior Research Analyst at Senvest Management LLC, a private investment management firm headquartered in New York City. Mr. Arrick joined Senvest in 2013. From 2007 to 2013, Mr. Arrick worked at Morgan Stanley in San Francisco and New York City, and JMP Securities in San Francisco. Mr. Arrick holds a Bachelor of Arts degree in Economics from the University of Pennsylvania.

Marco D'Attanasio | Director

Marco D'Attanasio is the founder and chief investment officer of Hadron Capital, a boutique investment manager with offices in London UK and the Cayman Islands. Hadron currently manages five different investment funds with a catalyst-driven investment style. Prior to founding Hadron in 2004, Marco was managing director at the Royal Bank of Canada in London, where he worked from 1998 to 2004. At RBC he was heading up event-driven and relative value proprietary investments for Europe and Asia. Prior to that Marco worked at the London offices of HSBC and JPMorgan. Marco holds a PhD in theoretical physics and has co-written numerous academic international publications in particle physics and cosmology.

Annual General Meeting

The Company has called its annual general meetings (each an "**AGM**" and collectively, the "**AGMs**") of shareholders for the fiscal years 2019, 2020 and 2021 (being the 2020 AGM, the 2021 AGM and the 2022 AGM respectively) for shareholders of record on July 5, 2022, to be held concurrently on August 11, 2022, in Toronto, Ontario. The Company will post on SEDAR and mail shareholder meeting materials, including a form of proxy, to shareholders in due course and invites all shareholders to attend.

Petition Seeking Annual General Meeting

Michael Weisser ("**Weisser**") commenced a petition in the Supreme Court of British Columbia, Vancouver Registry, under Court File No. S-224955 against iAnthus and its board of directors on June 20, 2022 (the "**Petition**"). In the Petition, Weisser seeks, among other things, an order that the Company hold its 2020 AGM on or before June 30, 2022, or alternatively on a date set by the court as soon as reasonably possible thereafter. In the Petition, Weisser alleges he became a shareholder of the Company in approximately June 2021 (almost one year after the Company entered into the RSA), exercising control or direction, together with supporting shareholders, over approximately 5% of the shares of the Company. On June 22, 2022, Weisser was granted short leave, permitting a return date for the Petition on June 28, 2022. The Company will respond to the Petition. The Recapitalization Transaction has now closed and the Company has noticed the AGMs; accordingly, Weisser's petition is moot.

Long-Term Incentive Program

On January 7, 2022, the Company announced the terms of a long-term incentive program ("**LTIP**") recommended by the compensation committee of the Board and, pursuant to which, the Company will allocate to certain employees of the Company and its subsidiaries (including executive officers) restricted stock units and option awards under the Amended and Restated Omnibus Incentive Plan dated October 15, 2018 in order to attract and retain such employees. The awards will represent up to, in the aggregate, 5.75% of the fully-diluted equity of the Company after taking into account the issuance of the Common Shares under the Recapitalization Transaction described above. The allocations were contingent on the closing of the Recapitalization Transaction and, subject to approval of the Canadian Securities Exchange and the Board, the Company intends to issue such restricted stock units and stock options within ten days. The LTIP covers approximately 250 employees of the Company and its subsidiaries.

Additional Agreements

In connection with the issuance of the New Secured Notes and the Additional Secured Notes, the Company and its subsidiaries (including iAnthus Subco) entered into the Third Amended and Restated Secured Purchase Agreement with the Secured Lenders and Consenting Unsecured Debentureholders, and in connection with the issuance of the New Unsecured Notes, the Company and iAnthus Subco entered into an Unsecured Debenture Agreement with the Secured Lenders and Consenting Unsecured Debentureholders, copies of which will be filed by the Company on SEDAR.

In connection with the Restructuring Transaction, the Company and certain of the Secured Lenders and Consenting Unsecured Debentureholders entered into a customary Investor Rights Agreement and a customary Registration Rights Agreement, copies of which will be filed by the Company on SEDAR.

About iAnthus

iAnthus owns and operates licensed cannabis cultivation, processing and dispensary facilities throughout the United States. For more information, visit www.iAnthus.com.

COVID-19 Risk Factor

The Company may be impacted by business interruptions resulting from pandemics and public health emergencies, including those related to COVID-19. An outbreak of infectious disease, a pandemic, or a similar public health threat, such as the recent outbreak of COVID-19, or a fear of any of the foregoing could adversely impact the Company by causing operating, manufacturing, supply chain, and project development delays and disruptions, labor shortages, travel, and shipping disruption and shutdowns (including as a result of government regulation and prevention measures). It is unknown whether and how the Company may be affected if such a pandemic persists for an extended period of time, including as a result of the waiver of regulatory requirements or the implementation of emergency regulations to which the Company is subject. Although the Company has been deemed essential and/or has been permitted to continue operating its facilities in the states in which it cultivates, processes, manufactures, and sells cannabis during the pendency of the COVID-19 pandemic, there is no assurance that the Company's operations will continue to be deemed essential and/or will continue to be permitted to operate. The Company may incur expenses or delays relating to such events outside of its control, which could have a material adverse impact on its business, operating results, financial condition, and the trading price of the Company's common shares.

Forward Looking Statements

Statements in this news release contain forward-looking statements. These forward-looking statements are made on the basis of the current beliefs, expectations and assumptions of management, are not guarantees of performance and are subject to significant risks and uncertainty. These forward-looking statements should, therefore, be considered in light of various important factors, including those set forth in Company's reports that it files from time to time with the SEC and the Canadian securities regulators which you should review including, but not limited to, the Company's Annual Report on Form 10-K filed with the SEC. When used in this news release, words such as "will," could," plan," estimate," expect," intend," may," potential," believe, "should" and similar expressions, are forward-looking statements. Forward-looking statements may include, without limitation, statements relating to the Company's financial performance, business development and results of operations and the outcome of the closing of the Recapitalization Transaction.

These forward-looking statements should not be relied upon as predictions of future events, and the Company cannot assure you that the events or circumstances discussed or reflected in these statements will be achieved or will occur. If such forward-looking statements prove to be inaccurate, the inaccuracy may be material. You should not regard these statements as a representation or warranty by the Company or any other person that it will achieve its objectives and plans in any specified timeframe, or at all. You are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date of this news release. The Company disclaims any obligation to publicly update or release any revisions to these forward-looking statements, whether as a result of new information, future events or otherwise, after the date of this news release or to reflect the occurrence of unanticipated events, except as required by law.

Neither the Canadian Securities Exchange nor the U.S. Securities and Exchange Commission have reviewed, approved or disapproved the content of this news release.

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