

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF KENTUCKY  
LEXINGTON DIVISION**

In re:

GENCANNA GLOBAL USA, INC., *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 20-50133-grs

(Jointly Administered)

**ORDER (I) APPROVING THE SALE OF CERTAIN OF THE DEBTORS' ASSETS FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES AND INTERESTS OTHER THAN PERMITTED LIENS, (II) AUTHORIZING THE ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES IN CONNECTION THEREWITH AND (III) GRANTING RELATED RELIEF**

Upon the Debtors' *Motion For Entry Of An Order (I) Approving Bidding Procedures in Connection with the Debtors' Bidding Process; (II) Approving the Transaction Ultimately Selected as the Highest and Best Alternative Through the Bidding Process, Including a Possible Sale of Assets Free and Clear of Liens, Claims and Encumbrances; and (III) Granting Related Relief* [Docket No. 136] (the "Sale Motion"), pursuant to sections 105(a), 363 and 365 of chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"), Rules 2002, 6004, 6006 and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and Rule 6004-1 of the Local Rules for the United States Bankruptcy Court for the Eastern District of Kentucky (the "Local Rules") for, among other things, entry of an order (i) authorizing the Debtors entry into the *Asset Purchase Agreement By and Between MGG Gencanna Acquisition Corp. and GenCanna Global, Inc., dated as of April 22, 2020* (as the same may be amended, modified or

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<sup>1</sup> The Debtors in these chapter 11 bankruptcy cases are (with the last four digits of their federal tax identification numbers in parentheses): GenCanna Global USA, Inc. (0251); GenCanna Global, Inc. (N/A); and Hemp Kentucky LLC (2600).

supplemented from time to time in accordance with the terms thereof, the “APA”<sup>2</sup> and all related agreements (including the Transition Services Agreement, the Interim Permit Operating Agreement and other Transaction Documents provided for in Section 6.11 of the APA), (ii) approving the sale (the “Sale Transaction”) under the terms of the APA of certain of the debtor's assets (the “Purchased Assets”) free and clear of all Liens and liabilities (other than Permitted Liens<sup>3</sup> and Assumed Liabilities), (iii) authorizing the assumption and assignment of the executory contracts and unexpired leases set forth in the APA (the “Assigned Contracts”) and (iv) granting related relief; and the Court having conducted a hearing to consider approval of the Sale Transaction and entry of this Sale Order on May 6-7, 2020 (the “Sale Hearing”); and the Court having reviewed and considered the relief requested in the Sale Motion; and the Court having reviewed and considered the arguments of counsel made, and the evidence adduced, at the Sale Hearing and prior hearings addressing the potential sale of the Purchased Assets, including the hearings and evidence presented in connection with the Bidding Procedures Order (as defined below); and upon the record of the Sale Hearing and these chapter 11 cases, and after due deliberation thereon, and good cause appearing therefor;

**IT IS HEREBY FOUND AND DETERMINED THAT:<sup>4</sup>**

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<sup>2</sup> The APA as in effect on the date hereof, and reflecting changes disclosed on the record of the hearings held on May 6-7, 2020, is attached hereto as Exhibit A. Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the APA.

<sup>3</sup> For the purposes of this Sale Order, "Permitted Liens" shall mean all liens that (1) were senior in priority under applicable law to the liens and security interests granted to any of the Prepetition Secured Parties (as such term is defined in the Final DIP Order), (2) were not subordinated by agreement or applicable law, and (3) were in existence, valid, enforceable, properly perfected and non-avoidable as of the Order for Relief Date, including any such liens and security interests that were perfected after the Order for Relief Date but relate back to the Order for Relief Date pursuant to section 546(b) of the Bankruptcy Code. For the avoidance of doubt, no lien in favor of any farmer, grower or other supplier of raw materials to the Loan Parties (as such term is defined in the Final DIP Order) shall constitute a Permitted Lien, other than any lien under the preceding sentence in favor of Arrow Farms, LLC as determined by the Court in connection with the adversary proceeding referenced in paragraph 36 hereof. .

<sup>4</sup> Findings of fact shall be construed as conclusions of law and conclusions of law shall be construed as findings of fact when appropriate. *See* Fed. R. Bankr. P. 7052. This order shall be deemed to incorporate any DOC ID - 34020122.7

A. **Jurisdiction and Venue.** The Court has jurisdiction over the Sale Motion, the relief requested in this Sale Order, and the Sale Transaction pursuant to 28 U.S.C. §§ 157 and 1334 and may enter a final order on the Sale Motion consistent with Article III of the United States Constitution. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue in this district is proper under 28 U.S.C. §§ 1408 and 1409.

B. **Statutory Predicates.** The statutory predicates for the relief requested in the Sale Motion are sections 105, 363 and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 6006 and 9014.

C. **Sale Motion Notice.** Proper, timely, adequate and sufficient notice of the Sale Motion, including, without limitation, the Sale Transaction, the proposed assumption by the Debtors and assignment to the Purchaser of the Assigned Contracts and the Sale Hearing have been provided in accordance with sections 102(1), 363 and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 6006, 9006 and 9007. Such notice was good and sufficient and appropriate under the circumstances. No other or further notice of the Sale Motion, including, without limitation, the Sale Transaction, the Debtors' assumption and assignment to the Purchaser of the Assigned Contracts or the Sale Hearing, is necessary or shall be required.

D. **Assumption/Assignment Notices.** An assumption/assignment notice (the "Assumption/Assignment Notice") was sent to all non-Debtor counterparties to executory contracts and unexpired leases that Purchaser could treat as an Assigned Contract in connection with the sale under the APA among the Debtors and the Purchaser, identifying the lease or contract, setting forth the name of the counterparty to such lease or contract, the amount required to cure any defaults or obligations associated with such lease or contract (the "Cure Amounts"),

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findings of fact and conclusions of law made on the record at the Sale Hearing (as defined herein) pursuant to Fed. R. Bankr. P. 7052.

and the deadline by which counterparties were required to file an objection to stated Cure Amounts (the “Cure Deadline”) [Docket Nos. 490 and 555]. The service of the Assumption/Assignment Notices was sufficient under the circumstances, and no further notice is necessary in respect of the Debtors’ assumption and assignment to the Purchaser of the Assigned Contracts or the establishment of associated Cure Amounts. Subject to the provisions hereof regarding the adjournment of timely filed objections relating to adequate assurance of future performance, disputes as to Cure Amounts and other objections to assumption and assignment, the non-Debtor parties to the Assigned Contracts have had an adequate opportunity to object to the Debtors’ assumption and assignment to the Purchaser of the Assigned Contracts and the associated Cure Amounts.

E. **Opportunity to Object.** A reasonable opportunity to object or be heard regarding the requested relief in the Sale Motion has been afforded to all interested persons and entities.

F. **Business Justification.** The Debtors have demonstrated an adequate business justification supporting their entry into the Sale Transaction, the Debtors’ assumption and assignment to the Purchaser of the Assigned Contracts and the sale of the Purchased Assets. Such action is an appropriate exercise of the Debtors’ business judgment and in the best interests of the Debtors, their estates and their creditors. The reasons underlying the Debtors’ sound exercise of their business judgment include, but are not limited to, the fact that (i) the Purchased Assets have been aggressively marketed for a reasonable period of time; (ii) the APA constitutes the highest or otherwise best offer for the Purchased Assets; (iii) the Debtors do not have access to necessary working capital to continue the operation of the applicable Purchased Assets and administration of the Debtors’ chapter 11 cases, and thus there is an emergent need for prompt

consummation of the Sale Transaction; (iv) the Sale Transaction presents the best opportunity to realize the value of the Purchased Assets on a going concern basis and to avoid further decline and devaluation of the related business; and (v) the Debtors and the Purchaser engaged in good faith, arm's-length negotiations in order to achieve the Sale Transaction contemplated in the APA. Entry of this Sale Order and approval of all provisions hereof is a necessary condition precedent to the Purchaser consummating the Sale Transaction.

G. **Opportunity to Bid.** The Debtors and their professionals robustly marketed the Purchased Assets, which marketing process afforded a full and fair opportunity for any person or entity to make an offer to purchase the Purchased Assets or propose an alternative transaction, including (without limitation) the terms of a plan of reorganization for the Debtors. Based upon the record of these proceedings, all creditors and other parties in interest and all prospective purchasers and investors have been afforded a reasonable and fair opportunity to bid for the Purchased Assets or propose an alternative transaction.

H. **Highest or Otherwise Best Offer.** The Debtors solicited bids for the Purchased Assets and proposals for alternative transactions (including proposals for a plan of reorganization for the Debtors) and the bid submitted pursuant to the APA was the highest and best offer for the Purchased Assets. No other bid or proposal submitted to the Debtors contained the committed financing necessary to consummate the transaction contemplated thereby.

I. **Credit Bid.** Subject to right of the Committee set forth in paragraph 38, the Prepetition Secured Parties (as defined in the *Final Order Pursuant to 11 U.S.C. §§ 105, 361, 362, 363, 364, 503, And 507 (I) Authorizing the Debtors to Obtain Senior Secured Superpriority Postpetition Financing; (II) Granting (A) Liens and Superpriority Administrative Expense Claims And (B) Adequate Protection to Prepetition Lenders; (III) Authorizing Use of*

*Cash Collateral; (IV) Modifying the Automatic Stay; and (V) Granting Related Relief* [Docket No. 474] (the "Final DIP Order") hold allowed secured claims, as of the Order for Relief Date, in total principal amount of not less than \$69,031,125.12 (the "Prepetition Secured Obligations"), which allowed secured claims are not subject to avoidance under Chapter 5 of the Bankruptcy Code or any applicable state law. The DIP Secured Parties (as defined in the Final DIP Order, and, together with the Prepetition Secured Parties, the "Secured Parties") hold (or will hold upon funding the balance of the commitment under the DIP Note) allowed secured claims, as of the anticipated date of the closing of the Sale Transaction, in total principal amount of not less than \$12,500,000.00 (the "DIP Obligations," and, together with the Prepetition Secured Obligations, the "Secured Obligations"). Pursuant to applicable law, including Bankruptcy Code section 363(k), and in accordance with the Final DIP Order, the Prepetition Secured Parties and the DIP Secured Parties are authorized to credit bid any or all of such Secured Obligations. Pursuant to the APA, in addition to cash consideration aggregating \$3,500,000.00 (the "Cash Purchase Price"), the Secured Parties credit bid (the "Credit Bid") an amount of Secured Obligations in the amount of \$73,500,000.00 in the aggregate, comprised of (a) \$12,500,000.00 of DIP Obligations, and (b) \$61,000,000.00 of Prepetition Secured Obligations. No party in interest has challenged the Prepetition Secured Parties' or DIP Secured Parties' right to credit bid pursuant to Bankruptcy Code section 363(k), nor has any party in interest requested that this Court deny the Prepetition Secured Parties' or DIP Secured Parties' the right to credit bid for "cause." The Credit Bid is a valid and proper offer pursuant to Bankruptcy Code sections 363(b) and 363(k) and the Final DIP Order, and the use of the Credit Bid (together with the cash portion of the Purchase Price under the APA) to acquire Purchased Assets that constitute both Prepetition

Collateral and DIP Collateral (each as defined in the Final DIP Order) is proper, authorized and approved.<sup>5</sup>

J. **Good Faith Purchaser.** The Sale Transaction has been negotiated by the Debtors and the Purchaser (and their respective affiliates and representatives) in good faith, at arm's-length and without collusion or fraud. The terms and conditions of the Sale Transaction, including the total consideration to be realized by the Debtors pursuant to the APA and the portion of the total consideration that consists of the Credit Bid, are fair and reasonable, and the Sale Transaction is in the best interest of the Debtors, their creditors and their estates. The Purchaser is a "good faith purchaser" entitled to the full benefits and protections of section 363(m) of the Bankruptcy Code with respect to the Sale Transaction, including the sale and assignment to the Purchaser of the Purchased Assets. The APA was not controlled by an agreement between potential or actual bidders within the meaning of section 363(n) of the Bankruptcy Code. The Debtors and the Purchaser have not engaged in any conduct that would cause or permit the APA or the consummation of the Sale Transaction to be avoided, or costs or damages to be imposed, under section 363(n) of the Bankruptcy Code or under any other law of the United States, any state, territory, possession thereof, the District of Columbia, or any other applicable law. The APA, which constitutes reasonably equivalent value and fair consideration, was not entered into, and the Sale Transaction is not being consummated, for the purpose of hindering, delaying or defrauding creditors of the Debtors under the Bankruptcy Code or under any other law of the United States, any state, territory, possession thereof, the District of Columbia, or any other applicable law. Neither the Debtors nor the Purchaser has entered into

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<sup>5</sup> Upon the consummation of the transactions contemplated by the APA, DIP Obligations in the amount of \$12,500,000 shall be deemed satisfied.

the APA or is consummating the Sale Transaction with any fraudulent or otherwise improper purpose.

K. **No Sub Rosa Plan.** The sale of the Purchased Assets outside of a plan of reorganization pursuant to the APA neither impermissibly restructures the rights of the Debtors' creditors nor impermissibly dictates the terms of a liquidating plan or reorganization for the Debtors. The Sale Transaction does not constitute a *sub rosa* chapter 11 plan.

L. **No Stay of Order.** Cause has been shown as to why this Sale Order should not be stayed pursuant to Bankruptcy Rules 6004(h) and 6006(d).

M. **Transfer of Purchased Assets and Assumed Liabilities.** The transfer by the Debtors of the Purchased Assets and assumption by the Purchaser of the Assumed Liabilities in accordance with the terms of this Sale Order is integral to the Sale Transaction and is in the best interests of the Debtors, their estates and their creditors, and the Debtors have an adequate business justification therefor.

N. **Assumption and Assignment in Best Interests.** The Debtors' assumption and assignment to the Purchaser of the Assigned Contracts is integral to the Sale Transaction and is in the best interests of the Debtors, their estates and their creditors, and represents the Debtors' exercise of reasonable business judgment. Pursuant to section 365(f) of the Bankruptcy Code, but subject to the resolution of any objections to assumption, assignment or Cure Amount (all of which are hereby preserved for future determination) the Assigned Contracts shall be assigned and transferred to, and remain in full force and effect for the benefit of, the Purchaser notwithstanding any provision of the Assigned Contracts or other restriction prohibiting their assignment or transfer.

O. **Free and Clear.** The sale and assignment to the Purchaser of the Purchased Assets to the Purchaser will be, as of the Closing Date, a legal, valid and effective transfer of such assets, and each such transfer and assignment shall, upon the Closing, vest the Purchaser with all right, title and interest of the Debtors in and to the Purchased Assets free and clear of all Liens (other than Permitted Liens and Assumed Liabilities). The Purchaser would not enter into the Sale Transaction if the sale of the Purchased Assets were not free and clear of all Liens (other than Permitted Liens and Assumed Liabilities), or if the Purchaser would, or in the future could, be liable for any such Liens (other than Permitted Liens and Assumed Liabilities), including the Liabilities set forth in paragraph 10 of this Sale Order.

P. **Satisfaction of 363(f) Standards.** The Debtors may sell, transfer and assign the Purchased Assets free and clear of all Liens (other than Permitted Liens) in the Purchased Assets, because, with respect to each creditor asserting a Lien, one or more of the standards set forth in sections 363(f)(1)-(5) of the Bankruptcy Code has been satisfied. Those holders of Liens (other than Permitted Liens) who did not object or who withdrew their objections to the Sale Transaction or the Assumption/Assignment Notices are deemed to have consented to the Sale Transaction and the sale and assignment of the Purchased Assets to the Purchaser under section 363(f)(2) of the Bankruptcy Code. Those holders of Liens (other than Permitted Liens) in the Purchased Assets who did object fall within one or more of the other subsections of section 363(f) of the Bankruptcy Code and are adequately protected by having their Liens (other than Permitted Liens) (if any) attach to the net proceeds of the Sale Transaction ultimately attributable to the Purchased Assets in which such holders allege a Lien (other than a Permitted Lien), in the same order of priority, with the same validity, force and effect that such

holder had prior to the Sale Transaction, and subject to any claims and defenses the Debtors and their estates may possess with respect thereto.

Q. **No Successor Liability.** Upon the Closing, except as included in the Assumed Liabilities, the Purchaser shall not, and shall not be deemed to (i) be the successor of or successor employer to the Sellers, and shall instead be, and be deemed to be, a new employer with respect to any and all federal or state unemployment laws, including any unemployment compensation or tax laws, or any other similar federal or state laws, (ii) have, *de facto*, or otherwise, merged or consolidated with or into Sellers, (iii) be a mere continuation or substantial continuation of Sellers or the enterprise(s) of Sellers, or (iv) be liable for any acts or omissions of Sellers in the conduct of the Sellers' business or arising under or related to the Purchased Assets other than as set forth in the APA. Without limiting the generality of the foregoing, and except as otherwise provided in the APA, the parties intend that the Purchaser shall not be liable for any Lien or liability (including any tax liabilities of the Debtors but excluding Assumed Liabilities and Permitted Liens) against any Seller, or any of its predecessors or Affiliates, and the Purchaser shall have no successor or vicarious liability of any kind or character whatsoever, whether known or unknown as of the Closing Date, whether now existing or hereafter arising, whether asserted or unasserted, or whether fixed or contingent, with respect to the Seller's business, the Purchased Assets or any liabilities of any Seller arising prior to the Closing Date. The Purchaser would not have acquired the Purchased Assets but for the foregoing protections against potential claims based upon "successor liability" theories.

R. **Injunctive Relief Necessary.** An injunction against creditors and third parties pursuing claims against, and Liens, interests and encumbrances on, the Purchased Assets is necessary to induce the Purchaser to close the Sale Transaction, and the issuance of such

injunctive relief is therefore necessary to avoid irreparable injury to the Debtors' estates and will benefit the Debtors' creditors.

**IT IS THEREFORE ORDERED, ADJUDGED AND DECREED THAT:**

1. **Relief Granted.** The relief requested in the Sale Motion is granted to the extent set forth herein.

2. **Objections Overruled.** All objections and responses to the Sale Motion, this Sale Order or the relief granted herein that have not been overruled, withdrawn, waived, settled or otherwise resolved, are hereby overruled and denied on their respective merits with prejudice. Notwithstanding the foregoing, all timely filed objections to the assumption, assignment or Cure Amount of any Assigned Contract shall be adjourned and resolved at a subsequent hearing.

3. **Notice.** Notice of the Sale Motion, including without limitation, the transactions set forth in the APA and the assumption by the Debtors and assignment to the Purchaser of the Assigned Contracts, the Sale Hearing and the Sale Transaction, was fair and reasonable under the circumstances and complied in all respects with sections 102(1), 363 and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 6006, 9006 and 9007.

4. **Approval of Credit Bid and Sale Transaction.** The Credit Bid and the Sale Transaction are hereby approved and authorized in all respects, and the Debtors are hereby authorized and empowered to enter into, and to perform their obligations under, the APA and to execute and perform such agreements or documents, and take such other actions as are necessary or desirable to effectuate the terms of the APA, including but not limited to negotiating, entering into and performing under, as appropriate, the Transition Services Agreement, the Interim Permit Operating Agreement and the other Transaction Documents provided for in Section 6.11 of the

APA. The consideration provided by the Purchaser for the Purchased Assets under the APA, including the portion of the consideration that consists of the Credit Bid and the assumption of the Assumed Liabilities, shall be deemed for all purposes to constitute reasonably equivalent value and fair consideration under the Bankruptcy Code and any other applicable law.

5. **Good Faith Purchaser.** The Purchaser is a good faith purchaser of the Purchased Assets and is hereby granted and is entitled to all of the protections provided to a good faith purchaser under section 363(m) of the Bankruptcy Code. Pursuant to section 363(m) of the Bankruptcy Code, if any or all of the provisions of this Sale Order are hereafter reversed, modified or vacated by a subsequent order of the Court or any other court, such reversal, modification or vacatur shall not affect the validity and enforceability of any sale, transfer or assignment under the APA or obligation or right granted pursuant to the terms of this Sale Order and, notwithstanding any reversal, modification or vacatur, any sale, transfer or assignment, shall be governed in all respects by the original provisions of this Sale Order or the APA, as the case may be.

6. **Section 363(n) of the Bankruptcy Code.** The sale approved by this Sale Order is not subject to avoidance or any recovery of damages pursuant to section 363(n) or any other provision of the Bankruptcy Code, the Uniform Fraudulent Transfer Act, the Uniform Fraudulent Conveyance Act or any other similar federal or state laws.

7. **Authorization of Performance by the Debtors.** The Debtors are authorized to fully perform under, consummate and implement the terms of the APA together with the Transition Services Agreement, the Interim Permit Operating Agreement and any and all additional instruments and documents that may be reasonably necessary or desirable to implement and effectuate the terms of the APA, this Sale Order and the Sale Transaction,

including, without limitation, deeds, assignments, stock powers, transfers of membership interests and other instruments of transfer and to take all further actions as may reasonably be requested by the Purchaser for the purpose of assigning, transferring, granting, conveying and conferring to the Purchaser, or reducing to possession any or all of the Purchased Assets, as may be necessary or appropriate to the performance of the Debtors' obligations as contemplated by the APA, without any further corporate action or orders of the Court. The Debtors are authorized and empowered to cause to be filed with the secretary of state of any state or other applicable officials of any applicable governmental units, any and all certificates, agreements or amendments necessary or appropriate to effectuate the transactions contemplated by the APA, any related agreements and this Sale Order, including amended and restated certificates or articles of incorporation and by-laws or certificates or articles of amendment and all such other actions, filings or recordings as may be required under appropriate provisions of the applicable laws of all applicable governmental units or as any of the officers of the Debtors may determine are necessary or appropriate or as reasonably requested by the Purchaser.

8. **Valid Transfer.** Effective as of the Closing Date, the sale and assignment of the Purchased Assets by the Debtors to the Purchaser shall constitute a legal, valid and effective transfer of the Purchased Assets notwithstanding any requirement for approval or consent by any person, and will vest the Purchaser with all right, title and interest of the Debtors in and to the Purchased Assets, free and clear of all Liens (other than Permitted Liens), pursuant to section 363(f) of the Bankruptcy Code; *provided, however*, that nothing in this Sale Order or the APA shall be deemed to release any environmental covenants recorded on properties purchased by the Purchaser.

9. **Absolute Sale, Conveyance and Transfer.** Effective on the Closing Date, the Debtors' assumption and assignment to the Purchaser of the Assigned Contracts and the Purchaser's assumption of the Assumed Liabilities constitutes a legal, valid, effective, complete and absolute sale, conveyance and transfer from the Sellers to the Purchaser of the Assigned Contracts and Assumed Liabilities. Further, it is the Parties' express intention that the Sale Transaction be, and be treated for all purposes as, an absolute sale, conveyance and transfer of the Assigned Contracts and Assumed Liabilities.

10. **Free and Clear.** Upon the Closing, the Debtors shall be, and hereby are, authorized, empowered and directed, pursuant to sections 105, 363(b) and 363(f) of the Bankruptcy Code, to sell the Purchased Assets and assign the Assigned Contracts to the Purchaser in accordance with the APA. The sale and assignment of the Purchased Assets to the Purchaser vests the Purchaser with all right, title and interest of the Debtors in and to the Purchased Assets free and clear of any and all Liens (other than Permitted Liens), Excluded Liabilities and other liabilities or interests of any kind or nature whatsoever (including all tax liabilities of the Debtors but excluding all Assumed Liabilities), whether imposed by agreement, understanding, law, equity or otherwise, with all such Liens (other than Permitted Liens) to attach only to the net proceeds of the sale with the same priority, validity, force and effect as they now have in or against the Purchased Assets. The Sale Motion shall be deemed to provide sufficient notice as to the sale and assignment to the Purchaser of the Purchased Assets free and clear of all Liens (other than Permitted Liens) in accordance with the Bankruptcy Code and Bankruptcy Rules. Following the Closing, no holder of any Lien on the Purchased Assets may interfere with the Purchaser's use and enjoyment of the Purchased Assets based on or related to such Lien or any actions that the Debtors may take in their chapter 11 cases. For the avoidance

of doubt, unless expressly set forth in the APA, the Purchaser shall not be responsible for any Liens (other than Permitted Liens) or Excluded Liabilities, including any liabilities with respect of the following: (i) any labor or employment agreements; (ii) any mortgages, deeds of trust and security interests; (iii) any intercompany loans and receivables between one or more of the Debtors and any other Debtor; (iv) any pension, multiemployer plan (as such term is defined in Section 3(37) or Section 4001(a)(3) of the Employee Retirement Income Security Act of 1974 (“ERISA”)), health or welfare, compensation or other employee benefit plans, agreements, practices and programs, including, without limitation, any pension plan of any of the Debtors or any multiemployer plan to which the Debtors have at any time contributed to or had any liability or potential liability; (v) any other employee, worker’s compensation, occupational disease or unemployment or temporary disability related claim, including, without limitation, claims that might otherwise arise under or pursuant to (a) ERISA, (b) the Fair Labor Standards Act, (c) Title VII of the Civil Rights Act of 1964, (d) the Federal Rehabilitation Act of 1973, (e) the National Labor Relations Act, (f) the Age Discrimination and Employee Act of 1967 and Age Discrimination in Employment Act, as amended, (g) the Americans with Disabilities Act of 1990, (h) the Consolidated Omnibus Budget Reconciliation Act of 1985, (i) state discrimination laws, (j) state unemployment compensation laws or any other similar state laws, (k) any other state or federal benefits or claims relating to any employment with the Debtors or any of their predecessors; (vi) liabilities arising under any Environmental Laws with respect to any assets owned or operated by any of the Debtors or any corporate predecessor of any of the Debtors at any time prior to the Closing Date; (vii) any bulk sales or similar law; (viii) any tax statutes or ordinances, including, without limitation, the Internal Revenue Code of 1986, as amended; and (ix) any Excluded Liabilities. The provisions of this Sale Order authorizing the sale and

assignment to the Purchaser of the Purchased Assets free and clear of Liens (other than Permitted Liens) and the Excluded Liabilities shall be self-executing, and neither the Debtors nor the Purchaser shall be required to execute or file releases, termination statements, assignments, consents or other instruments in order to effectuate, consummate and implement the provisions of this Sale Order.

11. **Direction to Creditors.** On the Closing Date, each of the Debtors' creditors holding Liens on any Purchased Assets is authorized and directed to execute such documents and take all other actions as may be reasonably necessary to release its Liens (other than Permitted Liens) on such Purchased Assets, if any, as such Liens (other than Permitted Liens) may otherwise exist. If any person or entity that has filed financing statements, mortgages, mechanics liens, lis pendens or other documents, instruments, notices or agreements evidencing any Lien against or in the Purchased Assets shall not have delivered to the Debtors before the Closing Date, in proper form for filing and executed by the appropriate parties, termination statements, releases or instruments of satisfaction that the person or entity has with respect to the Purchased Assets, then with regard to the Purchased Assets, (a) the Debtors and/or the Purchaser are authorized to execute and file such termination statements, releases, instruments of satisfaction or other documents on behalf of the person or entity with respect to the Purchased Assets; and (b) the Debtors and/or Purchaser are authorized to file, register or otherwise record a certified copy of this Sale Order which, once filed, registered or otherwise recorded, shall constitute conclusive evidence of the release of such Liens (other than Permitted Liens) against the Purchased Assets. This Sale Order is deemed to be in recordable form sufficient to be placed in the filing or recording system of each and every federal, state, local, tribal or foreign government agency, department or office.

12. **Direction to Government Agencies.** Each and every filing agent, filing officer, title agent, recording agency, governmental department, secretary of state, federal, state and local official and any other persons or entities that may be required by operation of law or the duties of their office or contract, to accept, file, register or otherwise record or release any documents or instruments or who may be required to report or insure any title in or to the Purchased Assets, is hereby authorized and directed to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the APA and this Sale Order. All such entities described above in this paragraph are authorized and specifically directed to strike all recorded Liens (other than Permitted Liens) against the Purchased Assets from their records.

13. **Direction to Surrender Possession or Control.** All persons or entities, presently or on or after the Closing Date, in possession or control of some or all of the Purchased Assets are directed to surrender possession or control of the Purchased Assets to the Purchaser on the Closing Date or at such time thereafter as the Purchaser may request, provided that such turnover of Purchased Assets shall be done in compliance with the requirements of applicable law.

14. **Licenses and Permits.** To the extent provided in the APA and permitted under applicable law, the Purchaser may, as of the Closing Date, operate under any license, permit, registration and any other governmental authorization or approval of the Debtors with respect to the Purchased Assets. To the extent any license or permit necessary for the operation of the business is determined not to be assumable and assignable under section 365 of the Bankruptcy Code or other applicable law, the Purchaser shall apply for and obtain any necessary license or permit promptly after the Closing Date, and such licenses or permits of the Debtors

shall remain in place (subject to any stated expiration date) for the Purchaser's benefit until new licenses and permits are obtained. The Court hereby orders that all parties in interest shall cooperate with and support the Purchaser in executing any applications and furnishing any documents as are necessary for the Purchaser to obtain, in its name, any such necessary licenses or permits. Without limiting the generality of the forgoing, the Debtors shall: (i) cooperate in the transfer of all licenses and permits necessary for the operation of the applicable Purchased Assets; (ii) execute and deliver such documentation and certificates as are necessary or required to operate, transfer, or cancel the licenses and permits; and (iii) not engage in any acts that would interfere with the Purchaser's operation, transfer, or cancellation of any license or permit necessary for the operation of the applicable Purchased Assets. To the extent provided by section 525 of the Bankruptcy Code, no governmental unit may revoke or suspend any permit or license relating to the operation of the applicable Purchased Assets sold, transferred or conveyed to the Purchaser on account of the filing or pendency of these chapter 11 cases or the consummation of the transactions contemplated by the APA.

15. **No Successor Liability.** The Purchaser and its affiliates and each of their respective predecessors, successors, assigns, members, partners, officers, directors, principals, lenders, owners, operators and shareholders (or equivalent) are not and shall not be: (a) deemed a "successor" in any respect to the Debtors or their estates as a result of the consummation of the Sale Transaction contemplated by the APA or any other event occurring in these chapter 11 cases under any theory of law or equity, including, without limitation, with respect to any collective bargaining agreements and any benefit plans, and any federal or state unemployment laws, including any unemployment compensation or tax laws, or any other similar federal or state laws; (b) deemed to have, *de facto* or otherwise, merged or consolidated with or into the

Debtors or their estates, (c) deemed to have a common identity with the Debtors, (d) deemed to have a continuity of enterprise with the Debtors; (e) deemed to be a continuation or substantial continuation of the Debtors or any enterprise of the Debtors; and (f) liable for any acts or omissions of the Debtors in the operation of the applicable Purchased Assets or arising under or related to the Purchased Assets, other than as expressly set forth in the APA. The Purchaser shall not assume, nor be deemed to assume or in any way be responsible for any liability or obligation of any of the Debtors and/or their estates including, but not limited to, any Excluded Liabilities, any bulk sales law, successor liability, liability or responsibility for any claim against the Debtors or against an insider of the Debtors, or similar liability except as otherwise expressly provided in the APA, and the Sale Motion contains sufficient notice of such limitation in accordance with applicable law.

16. **No Liability for Purchaser.** Except for the Assumed Liabilities, the transfer of the Purchased Assets to the Purchaser under the APA shall not result in the Purchaser or its affiliates or their respective predecessors, successors, assigns, members, partners, officers, directors, principals, lenders, owners, operators and shareholders (or equivalent) or the Purchased Assets (x) having any liability or responsibility for any Cause of Action against the Debtors or against an insider of the Debtors or any of their respective predecessors or affiliates (including, without limitation, Excluded Liabilities); (y) having any liability whatsoever with respect to or be required to satisfy in any manner, whether at law or in equity, whether by payment, setoff or otherwise, directly or indirectly, any Liens (other than Permitted Liens) or Excluded liability; or (z) having any liability or responsibility to the Debtors or any of their estates, predecessors, successors or assigns arising out of the negotiation,

investigation, preparation, execution, delivery of the APA, the entry into and consummation of the Sale Transaction or otherwise, except as is expressly set forth in the APA.

17. **Injunction.** Except as expressly provided in the APA or this Sale Order, all persons and entities, including, but not limited to, all debt security holders, equity security holders, governmental, tax and regulatory authorities, lenders, vendors, suppliers, employees, trade creditors, litigation claimants and other persons, holding Liens (other than Permitted Liens and Assumed Liabilities) or Causes of Action of any kind or nature whatsoever against or in the Debtors or the Debtors' interests in the Purchased Assets (whether known or unknown, legal or equitable, matured or unmatured, contingent or noncontingent, liquidated or unliquidated, asserted or unasserted, whether arising prior to or subsequent to the commencement of these Chapter 11 Cases, whether imposed by agreement, understanding, law, equity or otherwise), including, without limitation, the non-debtor party or parties to each Assigned Contract, arising under or out of, in connection with, or in any way relating to, the Purchased Assets or the transfer of the Debtors' interests in the Purchased Assets to the Purchaser, shall be and hereby are forever barred, estopped and permanently enjoined from asserting, prosecuting or otherwise pursuing Liens (other than Permitted Liens and Assumed Liabilities) against the Purchaser, its affiliates, their respective predecessors, successors, assigns, members, partners, officers, directors, principals, lenders, owners, operators and shareholders (or equivalent), the Purchased Assets or the interests of the Debtors in the Purchased Assets. Following the Closing, no holder of a Lien (other than a Permitted Lien or an Assumed Liability) against the Debtors shall interfere with the Purchaser's title to or use and enjoyment of the Debtors' interests in the Purchased Assets based on or related to such claim, lien, interest or encumbrance, and, except as otherwise expressly provided in the APA or this Sale Order, all such Liens (other than Permitted

Liens and Assumed Liabilities), if any, shall be, and hereby are transferred and attached to the proceeds from the Sale Transaction in the order of their priority, with the same validity, force and effect which they have against the Purchased Assets as of the Closing, subject to any rights, claims and defenses that the Debtors and their respective estates, as applicable, may possess with respect thereto. All persons are hereby forever prohibited and enjoined from taking action that would interfere with or adversely affect the ability of the Debtors to sell and transfer the Purchased Assets to the Purchaser in accordance with the terms of the APA and this Sale Order.

18. **Police and Regulatory Powers.** Nothing in this Sale Order or the APA releases, nullifies, precludes, or enjoins the enforcement of any obligation or liability arising from the enforcement of a police or regulatory power of a governmental unit that any entity would be subject to as the owner or operator of property after the Closing; *provided, however*, that, except as is provided by the APA, nothing herein shall subject the Purchaser to any liability to a governmental unit for penalties for any violation prior to Closing, response costs incurred by a governmental unit prior to Closing, or liability relating to offsite disposal that occurred prior to Closing. In addition, nothing in this Sale Order or the APA authorizes the transfer or assignment of any governmental license, permit, registration, authorization or approval or the discontinuation of any obligation thereunder without compliance with all applicable legal requirements under police or regulatory law.

19. **No Bulk Sales; No Brokers.** No bulk sales law or any similar law of any state or other jurisdiction shall apply in any way to the Sale Transaction. Other than the investment bankers retained by the Debtors pursuant to an order of the Court, no brokers were involved in consummating the Sale Transaction, and no brokers' commissions are due to any person or entity in connection with the Sale Transaction. The Purchaser is not, and will not

become, obligated to pay any fee or commission or like payment to any broker, finder or financial advisor as a result of the consummation of the Sale Transaction based upon any arrangement made by, or on behalf of, the Debtors, except as specifically provided in the APA.

20. **Assumption and Assignment of Assigned Contracts.** Under sections 105(a), 363 and 365 of the Bankruptcy Code, and subject to and conditioned upon the closing of the Sale Transaction and the resolution of any objections based on adequate assurance of future performance or any disputed Cure Amount, the Debtors' assumption and assignment to the Purchaser of the Assigned Contracts free and clear of all Liens (other than Permitted Liens) and Excluded Liabilities pursuant to the terms set forth in the APA, as modified by the terms of any amendments reached directly by the Purchaser with the respective counterparty, is hereby approved, and the requirements of sections 365(b)(1) and 365(f)(2) of the Bankruptcy Code (including to the extent, if any, modified by section 365(b)(3) of the Bankruptcy Code) with respect thereto are hereby deemed satisfied. Except with respect to any objection to assumption, assignment or Cure Amount, each counterparty to the Assigned Contracts is hereby forever barred, estopped and permanently enjoined from raising or asserting against the Debtors or the Purchaser, or the property of any of them, any assignment fee, default, breach, claim, pecuniary loss, liability or obligation (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or noncontingent, known or unknown, liquidated or unliquidated, senior or subordinate) arising under or out of, in connection with, or in any way related to the Assigned Contracts existing as of the Closing Date or arising by reason of the Closing.

21. **Anti-Assignment Provisions Unenforceable.** No sections or provisions of the Assigned Contracts that purport to (a) prohibit, restrict or condition the Debtors' assignment of the Assigned Contracts, including, but not limited to, the conditioning of such

assignment on the consent of the nondebtor party to such Assigned Contracts; (b) authorize the termination, cancellation or modification of the Assigned Contracts based on the filing of a bankruptcy case, the financial condition of the Debtors or similar circumstances; (c) declare a breach or default as a result of a change in control in respect of the Debtors; or (d) provide for additional payments, penalties, conditions, renewals, extensions, charges or other financial accommodations in favor of the nondebtor third party to the Assigned Contracts, or modification of any term or condition upon the assignment of an Assigned Contract or the occurrence of the conditions set forth in subsection (b) above, shall have any force and effect, and such provisions constitute unenforceable anti-assignment provisions under section 365(f) of the Bankruptcy Code and/or are otherwise unenforceable under section 365(e) of the Bankruptcy Code. The entry of this Sale Order constitutes the consent of the nondebtor parties to the Assigned Contracts to the Debtors' assumption and assignment of such agreements to the Purchaser, except as to timely objections to assumption or assignment which have not yet been ruled upon by the Court. All Assigned Contracts shall remain in full force and effect, without existing default(s), subject only to payment of the appropriate cure amount, if any, by the Purchasers.

22. **No Fees for Assumption and Assignment.** There shall be no rent accelerations, assignment fees, increases or any other fees charged to the Purchaser, its successors or assigns or the Debtors as a result of the assumption and assignment to the Purchaser of the Assigned Contracts.

23. **Cure Amounts.** All defaults or other obligations shall be deemed cured by the Purchaser's payment or other satisfaction of the Cure Amounts (as established pursuant to this Sale Order or a subsequent order of this Court in the event any Cure Amount is disputed). Payment of the Cure Amounts pursuant to the APA is hereby authorized. To the extent any

objections to proposed cure amounts were timely filed in accordance with the Cure Deadline (a “Cure Objection”), there will be a separate hearing to resolve such Cure Objections, if any such objection has not been resolved as of the date hereof. To the extent the Closing of the Sale Transactions has occurred prior to the resolution of any outstanding Cure Objections, the applicable Assigned Contracts will be conditionally assumed and assigned as of the Closing Date, subject to the consent of the Purchaser, pending a resolution of the Cure Objection after notice and a hearing. If a Cure Objection is not resolved to the satisfaction of the Purchaser, the Purchaser may determine that such Assigned Contract should be rejected and not assigned, in which case the Purchaser will not be responsible for any Cure Amounts in respect of such contract. Consistent with the APA, the Purchaser may add or remove any contract or lease from the schedule of Assigned Contracts under the APA for any reason provided that such counterparty to the Assigned Contract has received the appropriate Assumption/Assignment Notices. For the avoidance of doubt, the Purchaser shall be responsible for (a) the payment of Cure Amounts in connection with any Assigned Contract that is ultimately designated by Purchaser as an Assumed Contract, and (b) payment of all costs arising from, relating to, or in connection with, the continuation by the Sellers of Designation Right Contracts to the extent provided for in Section 6.7(f) of the APA

24. **Notice of Assumption and Assignment.** The Debtors have served all of the nondebtor counterparties to the Assigned Contracts, identified on the lists the Debtors have filed with the Court, by first class mail, Assumption/Assignment Notices that included (a) the title of the Assigned Contract, (b) the name of the counterparty to the Assigned Contract, (c) any applicable Cure Amounts and (d) the deadline by which any such Assigned Contract

counterparty must file a Cure Objection and/or an Assumption/Assignment Objection to the proposed assumption and assignment to the Purchaser. No other or further notice is required.

25. **Objections to Assumption and Assignment.** Except as provided herein, all Cure Objections and Assumption/Assignment Objections have been overruled, withdrawn, waived, settled or otherwise resolved. Any Cure Objections as to applicable Cure Amounts or any Assumption/Assignment Objections that have not been resolved by the parties may be heard at a later date as set by the Court. The pendency of a dispute relating to a particular Assigned Contract shall not prevent or delay the assumption and assignment to the Purchaser of any other Assigned Contract or the Closing of the Sale Transaction. Any nondebtor counterparty to the Assigned Contracts designated for the Debtors' assumption and assignment to the Purchaser that has not filed an objection on or before the applicable deadlines as set forth in the relevant Assumption/Assignment Notice shall thereafter be barred from objecting or asserting monetary or non-monetary defaults with respect to any such Assigned Contract, and such Assigned Contract shall be deemed assumed by the Debtors and assigned to the Purchaser on the Closing Date.

26. **Direction to Assigned Contracts Counterparties.** All counterparties to the Assigned Contracts shall cooperate and expeditiously execute and deliver, upon the reasonable requests of the Purchaser, and shall not charge the Purchaser for, any instruments, applications, consents or other documents that may be required or requested by any public or quasi-public authority or other party or entity to effectuate the applicable transfers in connection with the Sale Transaction.

27. **Failure to Specify Provisions.** The failure specifically to include any particular provisions of the APA or any related agreements in this Sale Order shall not diminish

or impair the effectiveness of such provision, it being the intent of the Court, the Debtors and the Purchaser that the APA and any related agreements are authorized and approved in their entirety with such amendments thereto as may be made by the parties in accordance with this Sale Order. Likewise, all of the provisions of this Sale Order are nonseverable and mutually dependent.

28. **Binding Order.** This Sale Order and the APA shall be binding upon and govern the acts of all persons and entities, including without limitation, the Debtors and the Purchaser, their respective successors and permitted assigns, including, without limitation, any chapter 11 trustee hereinafter appointed for the Debtors' estates or any trustee appointed in a chapter 7 case if this case is converted from chapter 11, all creditors of any Debtor (whether known or unknown), all nondebtor parties to any Assigned Contracts, filing agents, filing officers, title agents, recording agencies, governmental departments, secretaries of state, federal, state and local officials and all other persons and entities who may be required by operation of law, the duties of their office or contract to accept, file, register or otherwise record or release any documents or instruments or who may be required to report or insure any title in or to the Purchased Assets. The APA and Sale Transaction shall not be subject to rejection or avoidance under any circumstances. This Sale Order and the APA shall inure to the benefit of the Debtors, their estates, their creditors, the Purchaser and its respective successors and assigns.

29. **Allocation of Consideration; Treatment of Cash Purchase Price.** Except as provided in the APA, all rights of the respective Debtors' estates with respect to the allocation of consideration received from the Purchaser in connection with the Sale Transaction (including, without limitation, the value of the assumption of the Assumed Liabilities) are expressly reserved for later determination by the Court and, to the extent consideration is received by any Debtor that is determined to be allocable to another Debtor, the recipient Debtor

shall be liable to such other Debtor for a claim with the status of an expense of administration in the case of the recipient Debtor under section 503(b) of the Bankruptcy Code. Notwithstanding anything to the contrary in any DIP Order, the DIP Loan Documents, the Prepetition Loan Documents or the APA, upon receipt by the Debtors, the Cash Purchase Price shall be (a) free and clear of any Liens, including, without limitation, the DIP Liens, Adequate Protection Liens and Prepetition Liens (each as defined in the Final DIP Order), (b) not subject to any DIP Superpriority Claim or Adequate Protection Superpriority Claim (each as defined in the Final DIP Order), and (c) not required to be used by the Debtors for any Adequate Protection Payment (as defined in the Final DIP Order).

30. **No Stay of Order.** Notwithstanding Bankruptcy Rules 6004 and 6006, this Sale Order shall be effective and enforceable immediately upon entry and its provisions shall be self-executing. Time is of the essence in closing the Sale Transaction referenced herein, and the Debtors and the Purchaser intend to close the Sale Transaction as soon as practicable. Any party objecting to this Sale Order must exercise due diligence in filing an appeal, pursuing a stay and obtaining a stay prior to the Closing or risk its appeal being foreclosed as moot.

31. **Lift of Automatic Stay.** The automatic stay pursuant to section 362 of the Bankruptcy Code is hereby lifted with respect to the Debtors to the extent necessary, without further order of the Court, to allow the Purchaser to deliver any notice provided for in the APA and allow the Purchaser to take any and all actions permitted under the APA, including, without limitation, terminating the APA, in each case in accordance with the terms and conditions thereof.

32. **Retention of Jurisdiction.** The Court shall retain jurisdiction to: (a) interpret, implement and enforce the terms and provisions of this Sale Order (including the

injunctive relief provided in this Sale Order) and the APA, including all amendments thereto and any waivers and consents thereunder and each of the agreements executed in connection therewith, in all respects; and (b) to decide any disputes concerning this Sale Order and the APA, or the rights and duties of the parties hereunder or thereunder or any issues relating to the APA and this Sale Order including, but not limited to, the interpretation of the terms, conditions and provisions hereof and thereof, the status, nature and extent of the Purchased Assets and any Assigned Contracts and all issues and disputes arising in connection with the relief authorized herein, inclusive of those concerning (i) the transfer of the Purchased Assets free and clear of all Liens (other than Permitted Exceptions) and (ii) the absolute conveyance of the Assumed Liabilities and Assigned Contracts.

33. **Further Assurances.** From time to time, as and when requested by any party, each party shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions as such other party may reasonably deem necessary or desirable to consummate the Sale Transaction, including, such actions as may be necessary to vest, perfect or confirm, or record or otherwise, in the Purchaser its right, title and interest in and to the Purchased Assets.

34. **Governing Terms.** To the extent this Sale Order is inconsistent with any prior order or pleading in these chapter 11 cases, the terms of this Sale Order shall govern. To the extent there is any inconsistency between the terms of this Sale Order and the terms of the APA (including all ancillary documents executed in connection therewith), the terms of this Sale Order shall govern.

35. **Exclusion of Certain Owned Real Property and Vehicles.** For the avoidance of doubt, the Purchaser is not acquiring the Debtors' Mayfield, Kentucky real property

or any fixtures thereon. The Purchaser is also not acquiring the Debtors' real property or any fixtures thereon at the following locations: (a) 322 North 3<sup>rd</sup> Street, Paducah, Kentucky, (b) 16-18 West Lexington Avenue, Winchester, Kentucky, and (c) 1895 Clintonville Road, Paris, Kentucky (and the APA has been amended to reflect such exclusion). Finally, the Purchaser is not acquiring the following vehicles: (i) 1996 Chevrolet Suburban C2500 3GNGC26J9TG145109, (ii) 2019 Toyota – Tacoma 3TMCZ5AN6KM216607, (iii) 2017 Dodge - Ram 1C6RR7NT9HS522609, (iv) 2019 Chevrolet - Silverado 1500 1GCUYAEF5KZ256825, (v) 2019 Chevrolet - Silverado 2500HD 1GC1KREYXKF140364, (vi) 2019 Chevrolet - Silverado 3500HD 1GB4KVCY9KF143656, (vii) 2018 Chevrolet - Silverado 2500HD 1GC1KWEY2JF238317, (viii) 2018 Chevrolet - Silverado 3500HD 1GB4KZCY5JF222957, (ix) 2019 GMC - Sierra 250 1GT12SEY4KF108937, (x) 2018 GMC - Sierra 1500 Denali 3GTU2PEJ4JG533956, (xi) 2019 Ford - F250 Lariat 1FT7W2BT6KEC74051 and (xii) 2019 Toyota - Rav4 JTMG1RFVXKJ004945 and (xiii) 2019 Toyota - Rav4 JTMG1RFVXKJ004945 (and the APA has been amended to reflect such exclusions).

36. **Settlement of Arrow Farms Objection and Adversary Proceeding.**

The Debtors, the Purchaser and Arrow Farms have advised the Court that they had reached an agreement in principal to settle the objection to the sale interposed by Arrow Farms as well as the claims asserted against the Debtors in the adversary proceeding commenced by Arrow Farms entitled *Arrow Farms, LLC v. GenCanna Global USA, Inc.*, Adv. Proc. No. 20-05007-grs. The parties intend to document such settlement in a separate agreement that will be presented to the Court for approval. To the extent the parties are unable to reach a settlement, all rights of Arrow Farms and all defenses of the Debtors and the Purchaser are hereby specifically preserved.

37. **[Reserved].**

38. **Preservation of Challenge Rights.**<sup>6</sup> Notwithstanding anything to the contrary in this Order or in the APA, including without limitation, the approval of the Credit Bid, the right of the Committee to file a Challenge Proceeding against MGG Investment Group LP (“MGG”) and the Prepetition Secured Parties under the Final DIP Order – as supplemented or modified by Stipulations filed in this Case [Docket Nos. 647 and 673] – to the extent such right has not already expired, is hereby preserved in all respects (subject to the terms of the Final DIP Order). To the extent the Committee or any other authorized representative of the Debtors’ estates is granted standing to pursue any Challenge Proceeding and such Challenge Proceeding is successfully prosecuted, the Court may fashion any remedy the Court deems appropriate (without prejudice to any right of appeal). MGG and the Prepetition Secured Parties likewise reserve and retain all defenses to any claims asserted against them by the Committee or any other representative of the Debtors’ estates. For the avoidance of doubt, (a) no Challenge Proceeding may be asserted challenging the perfection of the security interests asserted by MGG and the Prepetition Secured Lenders or the allowed amount of the claims of MGG or the Prepetition Secured Lenders except to the extent set forth in the *Complaint to Determine Validity, Priority, Perfection and Extent of Liens; for Declaratory Relief; Avoidance of Liens; and Avoidance of Preferential Transfers*, attached as Exhibit B to the *Motion of the Official Committee of Unsecured Creditors for Entry of an Order Granting Standing and Authority to Prosecute and Settle Claims on Behalf of Debtors’ Estate* [ Docket No. 717]. ], and (b) the deadline to obtain standing and file a Challenge Proceeding for challenges covered by Section 4.14(ii)(x)-(z) of the Final DIP Order has not expired as of the date hereof.

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<sup>6</sup> Capitalized terms not otherwise defined in this Paragraph shall have the meanings ascribed to them in the Final DIP Order.

Tendered by:

/s/ James R. Irving  
James R. Irving  
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**Counsel to the Debtors**

DOC ID - 34020122.7

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**The affixing of this Court's electronic seal below is proof this document has been signed by the Judge and electronically entered by the Clerk in the official record of this case.**



**Signed By:**  
***Gregory R. Schaaf***  
**Bankruptcy Judge**  
**Dated: Tuesday, May 19, 2020**  
**(grs)**

**EXHIBIT A**

**ASSET PURCHASE AGREEMENT**



**EXHIBIT A**

**ASSET PURCHASE AGREEMENT**

EXECUTION VERSION  
SUBJECT TO FRE 408 AND ALL STATE EQUIVALENTS

**ASSET PURCHASE AGREEMENT**

**BY AND BETWEEN**

**GENCANNA ACQUISITION CORP.  
AS PURCHASER**

**AND**

**GENCANNA GLOBAL, INC., HEMP KENTUCKY, LLC,  
AND GENCANNA GLOBAL USA, INC.  
AS SELLERS**

**May \_\_, 2020**

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## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT dated as of May \_\_\_, 2020 (this “Agreement”) is made and entered into by and among (i) Purchaser (as defined below), (ii) GenCanna Global, Inc., a Delaware corporation (“Parent”), (iii) Hemp Kentucky LLC, a Kentucky limited liability company (“Hemp Kentucky”), and (iv) GenCanna Global USA, Inc., a Delaware corporation (“GenCanna” and together with Parent and Hemp Kentucky, the “Sellers” and the “Debtors”). The Purchaser and the Sellers are sometimes individually referred to herein as a “Party” and collectively as the “Parties.”

### WITNESSETH:

**WHEREAS**, the Sellers are engaged in the business of, among other things, processing hemp and extracting cannabinoid for use in products nationally and internationally (the “GenCanna Business”);

**WHEREAS**, the Parties desire to enter into this Agreement pursuant to which the Sellers propose to (or to cause their Affiliates, as applicable, to) sell, transfer, convey and assign to the Purchaser, and the Purchaser proposes to purchase from the Sellers, the Purchased Assets, and to assume from Sellers the Assumed Liabilities, in each case upon the terms and subject to the conditions set forth herein;

**WHEREAS**, on January 24, 2020, certain creditors filed an involuntary bankruptcy petition for relief under chapter 11 of the United States Bankruptcy Code (the “Bankruptcy Code”) against GenCanna in the United States Bankruptcy Court for the Eastern District of Kentucky, Lexington Division (the “Bankruptcy Court”). On February 6, 2020 (the “Order for Relief Date”), GenCanna consented to the involuntary bankruptcy petition, and the Bankruptcy Court entered an order for relief (the “Order for Relief”);

**WHEREAS**, on February 5, 2020, the Debtors each filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in the Bankruptcy Court;

**WHEREAS**, the Debtors’ chapter 11 cases (the “Bankruptcy Cases”) are being jointly administered for procedural purposes under Case No. 20-50133-grs;

**WHEREAS**, on February 18, 2020, the Debtors filed the Debtors’ Motion for Entry of an Order (I) Approving Bidding Procedures in Connection with the Debtors’ Bidding Process; (II) Approving the Transaction Ultimately Selected as the Highest and Best Alternative Through the Bidding Process, Including a Possible Sale of Assets Free and Clear of Liens, Claims and Encumbrances; and (III) Granting Related Relief [Docket No. 136] (the “Bidding Procedures Motion”);

**WHEREAS**, on March 6, 2020, the Bankruptcy Court entered the Order Approving Bidding Procedures in Connection with the Debtors’ Bidding Process and Granting Related Relief [Docket No. 304] (the “Bidding Procedures Order”) approving certain bidding procedures and related procedural relief as set forth therein;

**WHEREAS**, on April 15, 2020, the Debtors filed their Notice of Transaction Hearing and Updated Bidding Process Dates and Deadlines [Docket No. 603] (the “Bidding Procedures Update Notice”) which extended certain dates in the Bidding Procedures;

**WHEREAS**, the Bankruptcy Court has conducted the Sale Hearing and has entered the Sale Order; and

**WHEREAS**, the Parties desire to consummate the Transactions in the manner and subject to the terms and conditions set forth in this Agreement and in accordance with and pursuant to the Sale Order (as defined below) entered in the Bankruptcy Cases under sections 105, 363, 365 and other applicable provisions of the Bankruptcy Code (as defined below), and both Purchaser and Sellers acknowledge that the Transactions and this Agreement are subject to the approval of the Bankruptcy Court.

**NOW, THEREFORE**, in consideration of the foregoing and the respective representations, warranties, covenants, promises, agreements and conditions set forth herein, and in order to set forth the terms and conditions of such purchase and sale, intending to be legally bound, each Party, and the Parties, hereby agrees as follows:

## **ARTICLE I CONSTRUCTION; DEFINITIONS**

Unless the context of this Agreement otherwise clearly requires, (a) references to the plural include the singular, and references to the singular include the plural, (b) references to any gender include the other genders, (c) the words “include,” “includes” and “including” do not limit the preceding terms or words and shall be deemed to be followed by the words “without limitation,” (d) the term “or” has the inclusive meaning represented by the phrase “and/or,” (e) the terms “hereof,” “herein,” “hereunder,” “hereto” and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement, (f) the terms “day” and “days” mean and refer to calendar day(s) and (g) the terms “year” and “years” mean and refer to calendar year(s). Unless otherwise set forth herein references in this Agreement to (i) any document, instrument or agreement (including this Agreement) (A) includes and incorporates all exhibits, schedules and other attachments thereto, (B) includes all documents, instruments or agreements issued or executed in replacement thereof and (C) means such document, instrument or agreement, or replacement or predecessor thereto, as amended, modified or supplemented from time to time in accordance with its terms and in effect at any given time, and (ii) a particular Law (as hereinafter defined) means such Law as amended, modified, supplemented or succeeded, from time to time and in effect at any given time. All Article, Section, Exhibit and Schedule references herein are to Articles, Sections, Exhibits and Schedules of this Agreement, unless otherwise specified. This Agreement shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if all Parties had prepared it.

Section 1.1 Definitions. The following terms, as used herein, have the following meanings:

“Auction” means, if necessary, the auction to be held for the sale of all or substantially all of the assets used by the Sellers in the conduct of the GenCanna Business (the “GenCanna Assets”).

“Affiliate” of any specified Person means any other Person directly or indirectly Controlling or Controlled by or under direct or indirect common Control with such specified Person; provided that, for purposes of the definition of “Employee Benefit Plan,” Affiliate includes, with respect to the Sellers, any other entity, trade or business that is, or was at the relevant time, a member of a group described in Section 414(b), (c), (m) or (o) of the Code or Section 4001(b)(1) of ERISA that includes or included the Sellers, or that is, or was at the relevant time, a member of the same “controlled group” as the Sellers.

“Assumed Contracts” means, subject to Section 6.7, those certain executory contracts and leases (including leases for the Leased Real Property Locations) specified by the Purchaser on Schedule 6.7(a) to be assumed by the Sellers and assigned to the Purchaser pursuant to section 365 of the Bankruptcy Code that are unexpired as of the Closing Date (or upon termination of the Contract Designation Period, as applicable) and that have not been rejected (and are not the subject of a notice of rejection or a pending rejection motion), in each case as any such contract may have been amended or otherwise modified prior to the date hereof (or as permitted in accordance with the terms of this Agreement).

“Bankruptcy Code” means title 11 of the United States Code (11 U.S.C. § 101 et seq.), as amended.

“Bidding Procedures” means the procedures for soliciting bids for the sale of the GenCanna Assets, including the conduct of the Auction, pursuant to the Bidding Procedures Order.

“Bidding Procedures Order” means the Order of the Bankruptcy Court (i) scheduling the Sale Hearing and approving various deadlines in connection therewith, and (ii) authorizing and approving (a) the notice of the Sale Hearing and publication notice and (b) the Bidding Procedures [Docket No. 304].

“Bidding Procedures Update Notice” means the Notice of Transaction Hearing and Updated Bidding Process Dates and Deadlines [Docket No. 603] which extended certain dates in the Bidding Procedures.

“Business Day” means any day except Saturday, Sunday or any day on which banks are generally not open for business in Lexington, Kentucky or New York, New York.

“Cash Purchase Price” means an amount equal to \$3,500,000.

“Claim” means a “claim” as defined in section 101 of the Bankruptcy Code.

“Closing Date” means the date on which the Closing occurs.

“Code” means the United States Internal Revenue Code of 986.

“Confidential Information” means any data or information of the Sellers (including trade secrets) that is valuable to the operation of the GenCanna Business and not generally known to the public or competitors.

“Contract” means any contract, agreement, commitment, understanding, arrangement, promise or undertaking (including any indenture, note, bond or other evidence of indebtedness, lease, instrument, license, lease, purchase order or other legally binding agreement) whether written or oral.

“Control” means, when used with respect to any specified Person, the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise.

“Cure Amounts” means all amounts that must be paid and all obligations that otherwise must be satisfied, including pursuant to sections 365(b)(1)(A) and (B) of the Bankruptcy Code, in connection with the assumption and/or assignment of the Assumed Contracts to the Purchaser as provided herein, as such amounts are agreed upon by the Purchaser or determined by the Bankruptcy Court.

“Delayed Transfer Date” means the day immediately following the last day of the Transition Services Period.

“DIP Obligations” means all obligations due to the DIP Secured Parties (as defined in the Final DIP Order) under the DIP Facility (as defined in the Final DIP Order).

“DIP Order” means, collectively, the following orders entered by the Bankruptcy Court: (i) Interim Order Pursuant to 11 U.S.C. §§ 105, 361, 362, 363, 364, 503, and 507 (I) Authorizing the Debtors to Obtain Senior Secured Superpriority Postpetition Financing; (II) Granting (A) Liens and Superpriority Administrative Expense Claims and (B) Adequate Protection to Prepetition Lenders; (III) Authorizing Use of Cash Collateral; (IV) Modifying the Automatic Stay; (V) Scheduling a Final Hearing; and (VI) Granting Related Relief [Docket No. 82] (the “Interim DIP Order”); (ii) Supplement to Interim Order Pursuant to 11 U.S.C. §§ 105, 361, 362, 363, 364, 503, and 507 (I) Authorizing the Debtors to Obtain Senior Secured Superpriority Postpetition Financing; (II) Granting (A) Liens and Superpriority Administrative Expense Claims and (B) Adequate Protection to Prepetition Lenders; (III) Authorizing Use of Cash Collateral; (IV) Modifying the Automatic Stay; (V) Scheduling a Final Hearing; and (VI) Granting Related Relief [Docket No. 207] (the “Supplemental Interim DIP Order”); (iii) Final Order Pursuant to 11 U.S.C. §§ 105, 361, 362, 363, 364, 503, and 507 (I) Authorizing the Debtors to Obtain Senior Secured Superpriority Postpetition Financing; (II) Granting (A) Liens and Superpriority Administrative Expense Claims and (B) Adequate Protection to Prepetition Lenders; (III) Authorizing Use of Cash Collateral; (IV) Modifying the Automatic Stay; and (V) Granting Related Relief [Docket No. 474] (the “Final DIP Order”); and (iv) any other supplemental, interim, or final order entered by the Bankruptcy Court in respect of the postpetition financing that is the subject of the Interim DIP Order, the Supplemental Interim DIP Order and the Final DIP Order.

“Documents” means all books, records, files, invoices, Inventory records, product specifications, cost and pricing information, business plans and quality control records and

manuals, in each case exclusively relating to any Purchased Asset, including all data and other information stored in any format or media, including on hard drives, hard copy or other media.

“Employee Benefit Plan” means each plan, fund, program, agreement, arrangement or scheme that is at any time sponsored or maintained or required to be sponsored or maintained by the Sellers or their Affiliates or to which the Sellers or their Affiliates make or have made, or have, have had, or could have, an obligation to make, contributions (whether written or oral) providing, or that provided, for benefits, compensation or other remuneration, direct or indirect, to current or former employees, directors, managers, officers, consultants, independent contractors, contingent workers or leased employees of the Sellers or their Affiliates or the beneficiaries and dependents of any of them, including without limitation any employee benefit plan within the meaning of Section 3(3) of ERISA (determined without regard to whether such plan is subject to ERISA) and each deferred compensation, bonus, incentive compensation, equity-based compensation, employment, change in control, retention, fringe benefit, severance plan or agreement, health, vacation, summer hours, supplemental unemployment benefit, hospitalization insurance, medical, dental, legal plan, fund, program, agreement, arrangement or scheme.

“Environmental Law” means any and all Laws relating to: (i) pollution or the cleanup thereof, (ii) the protection of the environment and natural resources, (iii) worker health and safety (iv) the Release or threatened Release of any Hazardous Material, including investigation, cleanup, remediation, or other action to address such a Release, or (v) the regulation of any substance defined, listed, classified or regulated as hazardous, toxic, a pollutant or a contaminant under such Law.

“Environmental Permit” means any License or any other authorization, approval, registration or entitlement required by or issued pursuant to any Environmental Law.

“ERISA” means the United States Employee Retirement Income Security Act of 1974 and the rules and regulations promulgated thereunder.

“GAAP” means generally accepted accounting principles as applied in the United States.

“GenCanna Intellectual Property” means all Intellectual Property that is owned by or licensed to the Sellers or any of their Affiliates, or to which Sellers or any of their Affiliates otherwise have a lawful right to use, and used or held for use in the GenCanna Business, including the Seller’s Software.

“GenCanna Registered Intellectual Property” means all of the Registered Intellectual Property owned by, filed in the name of, or licensed to the Sellers or any of their Affiliates, or to which Sellers or any of their Affiliates otherwise have a lawful right to use, and used or held for use in the GenCanna Business.

“Governmental Entity” means any federal, state or local or foreign government, any political subdivision thereof or any court, arbitrator, administrative or regulatory agency, department, instrumentality, body or commission or other governmental authority or agency, domestic or foreign, or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of Law).

“Hazardous Material” means any substance, pollutant, contaminant, material or waste that is classified in any applicable Environmental Law as “hazardous,” “toxic,” “dangerous,” a “pollutant,” a “contaminant” or works of similar meaning, including asbestos, asbestos-containing materials, lead-based paints, polychlorinated biphenyls, polyfluoralkyls, petroleum or petroleum products, radioactive materials and radon gas.

“Intellectual Property” means any or all of the following and all rights arising out of or associated therewith: (i) all United States, international and foreign patents and applications therefor and all reissues, divisionals, renewals, extensions, reexaminations, provisionals, continuations and continuations-in-part thereof; (ii) all inventions (whether patentable or not), invention disclosures, improvements, trade secrets, proprietary information, know-how, technology, processes, methods, techniques, formulae, algorithms, technical data and customer lists, and all documentation relating to any of the foregoing throughout the world; (iii) all copyrights, copyright registrations and applications therefor, and all other rights corresponding thereto throughout the world; (iv) all industrial designs and any registrations and applications therefor throughout the world; (v) all internet uniform resource locators, domain names, trade names, logos, slogans, designs, common law trademarks and service marks, trademark and service mark registrations and applications therefor throughout the world; (vi) all databases and data collections and all rights therein throughout the world; (vii) all moral and economic rights of authors and inventors, however denominated, throughout the world; (viii) all rights in software, data, databases and associated documentation throughout the world, and (ix) any similar or equivalent rights to any of the foregoing anywhere in the world.

“Interim Permit Operating Agreement” means the Interim Permit Operating Agreement to be entered into by and between the Sellers and the Purchaser, providing for the continued operation of the Purchased Assets after the Closing by the Purchaser under the Sellers’ Licenses and at the sole cost and expense of Purchaser, and which shall be acceptable in form and substance to the Purchaser in its sole discretion.

“Inventory” means all inventory, packaging, raw materials or other finished or unfinished goods owned by Sellers or their Affiliates and held for processing or sale by or on behalf of the GenCanna Business.

“Knowledge” with respect to the Sellers means all facts actually known after reasonable inquiry by any of the following individuals: Steve Bevan, Gary Broadbent, Matty Mangone-Miranda, Marc Passalacqua, James Alt, Chris Macaluso, Chris Stubbs and Chelsea Pipkin.

“Laws” means all statutes, rules, codes, regulations, restrictions, ordinances, Orders, decrees, approvals, directives, judgments, injunctions, writs, awards and decrees of, or issued by, all Governmental Entities.

“Lease” means each Contract under which any Seller is a lessee with respect to a Leased Real Property Locations.

“Leased Real Property Locations” means, specifically excluding any Excluded Asset, the parcels of real property used in connection with the GenCanna Business of which a Seller is the lessee (together with all fixtures and improvements thereon).

“Lenders” means, collectively, the Prepetition Secured Parties and the DIP Secured Parties (each as defined in the Final DIP Order).

“Licenses” means all notifications, licenses, permits (including environmental, construction and operation permits), franchises, certificates (including industry certifications), approvals, exemptions, classifications, registrations, consents and other similar documents and authorizations issued by any Governmental Entity or trade organization, and applications therefor, used or held for use by the Sellers or required by applicable Law to be used or held for use by the Sellers in connection with the operation of the GenCanna Business or the Purchased Assets.

“Liens” means any and all “interests” as that term is used in section 363(f) of the Bankruptcy Code, liens (statutory or otherwise), Claims, covenants, encroachments, encumbrances, security interests, rights of setoff, licenses, leases, mortgages, pledges, deeds of trust, security interests, leases, subleases, options, charges, rights of first offer or first refusal, third party interests, restrictions and other interests of any kind or nature whatsoever.

“Material Adverse Effect” means any state of facts, change, event, condition (financial or otherwise), effect or occurrence (when taken together with all other states of fact, changes, events, effects or occurrences) that has had or would reasonably be expected to have a material and adverse effect on the Purchased Assets, the Assumed Liabilities, or the financial condition, results of operations or value of the GenCanna Business, in each case, taken as a whole; provided, however, that any adverse state of facts, change, event, effect or occurrence related to a pandemic shall not be taken into account in determining whether there has been or would be a Material Adverse Effect.

“Obligations” means, collectively, the Prepetition Secured Obligations and the DIP Obligations.

“Order” means any administrative decision or award, decree, injunction, judgment, order, quasi-judicial decision or award, ruling, or writ of any federal, state local or foreign or other court, arbitrator, mediator, tribunal, administrative agency, or regulatory authority.

“Owned Real Property” means each parcel of real property used in connection with the GenCanna Business which is owned by a Seller (together with all fixtures and improvements thereon).

“Person” means any individual, corporation, partnership, joint venture, limited liability company, trust, unincorporated organization, Governmental Entity or other legal entity.

“Permitted Liens” has the meaning set forth in the Sale Order.

“Pre-Closing Tax Period” means (i) any Tax period ending on or before the Closing Date and (ii) with respect to a Tax period that commences before but ends after the Closing Date, the portion of such period up to and including the Closing Date.

“Pre-Paid Expenses” means any of Sellers’ rights with respect to all deposits (including customer deposits and security deposits (whether maintained in escrow or otherwise) for rent, electricity, telephone or otherwise), advances, pre-paid expenses, prepayments, rights under warranties or guarantees, vendor rebates, refunds, credits, rebates and prepayment(s) or deposits

of property and other Taxes which are in respect of the Purchased Assets or the GenCanna Business, and other refunds of every kind and nature (whether or not known or unknown or contingent or non-contingent), to the extent related solely to the GenCanna Business, except that professional fee retainers and pre-paid deposits related thereto shall not be included in the definition of “Pre-Paid Expenses.”

“Prepetition Secured Obligations” means all obligations due to the Prepetition Secured Parties (as defined in the Final DIP Order) under the Prepetition Facility (as defined in the Final DIP Order).

“Property Taxes” means all real property Taxes, personal property Taxes and similar ad valorem obligations levied with respect to the Purchased Assets for any taxable period.

“Purchaser” means GenCanna Acquisition Corp. or such other entity or entities as have been or may be formed by MGG Investment Group LP to acquire or hold the Purchased Assets and to assume the Assumed Liabilities upon consummation of the Transactions, or such other entity or entities as have been or may be designated for such purpose in the sole discretion of MGG Investment Group LP (with any such Person(s) to be designated in writing and provided to the Sellers at least two Business Days prior to the Closing Date).

“Purchaser Ancillary Documents” means any certificate, agreement, document or other instrument, other than this Agreement, to be executed and delivered by the Purchaser in connection with the Transactions.

“Real Property Locations” means, collectively, the Leased Real Property Locations and the Owned Real Property.

“Registered Intellectual Property” means all United States, international and foreign: (i) patents and patent applications (including reissues, divisionals, renewals, extensions, reexaminations, provisionals, continuations and continuations-in-part thereof); (ii) registered trademarks and service marks, applications to register trademarks and service marks, including intent-to-use applications, or other registrations or applications related to trademarks and service marks; (iii) registered copyrights and applications for copyright registration; (iv) domain name registrations; and (v) any other Intellectual Property that is the subject of an application, certificate filing, registration or other document issued, filed with, or recorded with any federal, state, local or foreign Governmental Entity or other public body.

“Release” means any emission, spill, seepage, leak, escape, leaching, discharge, injection, pumping, pouring, emptying, dumping, disposal or release of Hazardous Materials from any source on or into the indoor or outdoor environment or into or out of any property.

“Representative” means, with respect to any Person, the Affiliates of such Person and any director, manager, trustee, member, member shareholder, partner, officer or employee of such Person and any agent, consultant, legal, accounting, financial or other advisor, investment banker, financing source, auditor or other representative authorized by such Person to represent or act on behalf of such Person.

“Sale Hearing” means the hearing held before the Bankruptcy Court to consider approval of the sale of GenCanna Assets on May 6-7, 2020.

“Sale Order” means the Order of the Bankruptcy Court entered on May \_\_, 2020, authorizing and approving (among other things) the execution, delivery and performance of this Agreement by the Sellers and the consummation of the Transactions [Docket No. \_\_\_\_].

“Seller’s Ancillary Documents” means any certificate, agreement, document or other instrument, other than this Agreement, to be executed and delivered by the Sellers or an Affiliate thereof in connection with the Transactions.

“Seller’s Software” means all software used in the GenCanna Business (whether owned by or licensed by the Sellers or any of their Affiliates).

“Tax Authority” means any Governmental Entity having jurisdiction over the assessment, determination, collection or other imposition of any Taxes.

“Taxes” means all taxes, assessments, charges, duties, fees, levies and other governmental charges, including income, franchise, capital stock, real property, personal property, tangible, withholding, employment, payroll, social security, social contribution, unemployment compensation, disability, transfer, sales, use, excise, gross receipts, value-added and all other taxes of any kind for which the Sellers may have any liability imposed by any Governmental Entity, whether disputed or not, and any charges, interest or penalties imposed by any Governmental Entity.

“Tax Return” means any report, return, declaration or other information required to be supplied to a Governmental Entity in connection with Taxes, including estimated returns and reports of every kind with respect to Taxes.

“Third Party” or “Third Parties” means any Person that is not the Purchaser or the Sellers.

“Transactions” means the transactions contemplated by this Agreement and any ancillary document contemplated by this Agreement.

“Transition Services Agreement” means the Transition Services Agreement by and between the Purchaser and the Sellers, which shall be acceptable in form and substance to the Purchaser in its sole discretion and pursuant to which the Sellers will perform certain management services and back-office functions as determined by the Purchaser, at the sole cost and expense of Purchaser.

“Transition Services Period” means the period specified in the Transition Services Agreement during which employees of Sellers provide services to Purchaser.

“Treasury Regulations” means the Income Tax Regulations, including Temporary Regulations, promulgated under the Code.

Section 1.2 Other Definitions. Each of the following terms is defined in the Section set forth opposite such term:

<u>Term</u>	<u>Section</u>
Agreement.....	Preamble
Apportioned Obligations.....	7.3
Assumed Liabilities.....	2.3
Avoidance Actions.....	2.2(c)
Bankruptcy Rules.....	6.6
Bill of Sale, Assignment and Assumption Agreement.....	3.5(a)
Closing.....	3.4
Contract Designation Period.....	6.7(f)
Credit Bid.....	3.1
Designation Rights Contract.....	6.7(f)
Excluded Assets.....	2.2
Excluded Contract.....	6.7(c)
Excluded Liabilities.....	2.4
Expiration Date.....	10.1(b)
GenCanna Business.....	Recitals
Good Faith Deposit.....	3.3
Insurance Policies.....	4.7
Interim Period.....	6.8(b)
Joint Venture.....	2.1(k)
Material Customer.....	4.17(a)
Material Supplier.....	4.17(b)
Necessary Consent.....	2.5
Parties.....	Preamble
Party.....	Preamble
Post-Closing Tax Period.....	7.3
Purchase Price.....	3.1
Purchased Assets.....	2.1
Purchaser.....	Preamble
Related Proceedings.....	11.5
Sale Motion.....	6.6
Sellers.....	Preamble
Transfer Taxes.....	7.2
Transferred Employees.....	8.1
Transferred Licenses.....	2.1(g)
Unaudited Financial Statements.....	4.19(a)

Section 1.3 Accounting Terms. All accounting terms not specifically defined herein shall be construed in accordance with GAAP.

## ARTICLE II PURCHASE AND SALE

Section 2.1 Purchase and Sale. On the terms and subject to the conditions set forth in this Agreement, at the Closing, the Sellers, in consideration for the payment of the Purchase Price in accordance with Section 3.1, agrees to grant, sell, assign, transfer and deliver to the Purchaser, and the Purchaser agrees to purchase, accept and acquire from the Sellers all of the Sellers' rights,

title and interest, in and to the following assets, properties and rights of the Sellers existing as of the Closing, which are primarily used or held for use in the conduct of the GenCanna Business, and including all of the assets relating to the GenCanna Business, free and clear of all Liens (other than the Permitted Liens and the Assumed Liabilities and excluding any Excluded Assets) (collectively, the “Purchased Assets”), including, without limitation:

(a) all Inventory, wherever located, that is located at any real property location owned or leased by any Seller or is stored on behalf of or is in transit to the Sellers, as set forth on Schedule 4.16;

(b) all fixed assets, equipment, furnishings, computer hardware, vehicles, fixtures and all other tangible personal property, in each case whether owned or leased, whether situated on the Real Property Locations or elsewhere, and all of Sellers’ rights under warranties, indemnities, licenses or similar rights against Third Parties with respect to any item referenced in this clause (b), as set forth on Schedule 2.1(b), which shall be a true and complete list of all such items;

(c) subject to Section 6.7, all rights, title and interest of the Sellers in, to and under the Contracts designated as Assumed Contracts on Schedule 6.7(a);

(d) all GenCanna Intellectual Property, including all tangible embodiments thereof and all rights to bring claims for any infringement, misappropriation or other violation of the foregoing, as set forth on Schedule 4.9;

(e) all accounts receivable (whether billed or unbilled), notes, and other documents which evidence any indebtedness to the Sellers, including (without limitation) as set forth on Schedule 4.15;

(f) all rights in and under all express or implied guarantees, warranties, representations, covenants, indemnities and similar rights in favor of the Sellers, and any claims against suppliers, insurers or other Third Parties solely to the extent related to the Purchased Assets;

(g) all Licenses set forth on Schedule 4.13(a), to the extent that they are transferable (collectively, the “Transferred Licenses”);

(h) all customer information and mailing lists in the GenCanna Business, in whatever media retained or stored;

(i) all right, title and interest to the Owned Real Property (other than any Owned Real Property identified as an Excluded Asset);

(j) all insurance proceeds, credits, premium refunds, reserves, benefits or claims of any Seller under the Insurance Policies maintained by any Seller for the benefit of the Purchased Assets and the GenCanna Business, to the extent related to the Purchased Assets, the GenCanna Business, or the Assumed Liabilities, including all rights to the recovery of proceeds of insurance with respect to loss incurred in connection with the explosion and fire that occurred on November 17, 2019 at 4274 Colby Road, Hemp Research Campus, Winchester, Kentucky (including but not limited to all proceeds recovered in connection with property damage, Inventory and business losses);

(k) the limited liability company interests held by Sellers in 4274 Colby, LLC, a Kentucky limited liability company (the “Joint Venture”);

(l) all goodwill directly associated with the Purchased Assets;

(m) all Pre-Paid Expenses;

(n) all Documents other than those described in Section 2.2(b); and

(o) all other assets set forth on Schedule 2.1(o).

Section 2.2 Excluded Assets. Notwithstanding anything to the contrary set forth herein, the Purchased Assets shall not include the following or the proceeds thereof (collectively, the “Excluded Assets”), and nothing herein will be deemed to constitute an agreement to sell, transfer, assign or convey any Excluded Assets to the Purchaser, and the Sellers will retain all right, title and interest to, in and under the Excluded Assets:

(a) all Employee Benefit Plans and the ownership and other rights with respect to such Employee Benefit Plans;

(b) any Documents prepared in connection with this Agreement or the Transaction or primarily relating to the Bankruptcy Case, any minute books and organizational documents of the Sellers that Sellers are required by Law to retain or that the Sellers determine are necessary or advisable to retain, including Documents that relate exclusively to the Excluded Assets; provided, however, that the Sellers shall provide the Purchaser with reasonable access during normal business hours to inspect and copy any of the foregoing upon reasonable notice to the Sellers to the extent the Purchaser requires such access for any reasonable purpose;

(c) all actions, Claims, lawsuits, causes of action and demands available to the any Seller in the GenCanna Business under chapter 5 of the Bankruptcy Code, including, without limitation, sections 542 through 553 of the Bankruptcy Code, and all recoveries therefrom or arising out of any governance or internal operations of any Seller (including any recoveries paid from any directors and officers liability insurance policy) and any dealings of any Seller with an insider whether or not under chapter 5 of the Bankruptcy Code;

(d) Commercial tort claims of the Sellers;

(e) (i) any Excluded Contract; and (ii) any Assumed Contract for which applicable Law requires the consent of a Third Party to be assumed and assigned hereunder as to which, by the Closing Date or upon termination of the Contract Designation Period, as applicable, such consent has not been obtained;

(f) all insurance policies;

(g) any equity interest held by a Seller in a Seller’s subsidiaries;

(h) the Purchase Price payable to Sellers pursuant to Section 3.1;

- (i) any cash, cash equivalents on hand or marketable securities;
- (j) the rights that accrue to the Sellers under this Agreement or in connection with the Transactions;
- (k) the Sellers' Mayfield, Kentucky real property or any fixtures thereon;
- (l) the Sellers' real property or any fixtures thereon at the following locations: (i) 322 North 3<sup>rd</sup> Street, Paducah, Kentucky, (ii) 16-18 West Lexington Avenue, Winchester, Kentucky, and (iii) 1895 Clintonville Road, Paris, Kentucky;
- (m) the Sellers' interest in the following vehicles: (i) 1996 Chevrolet Suburban C2500 3GNGC26J9TG145109, (ii) 2019 Toyota – Tacoma 3TMCZ5AN6KM216607, (iii) 2017 Dodge - Ram 1C6RR7NT9HS522609, (iv) 2019 Chevrolet - Silverado 1500 1GCUYAEF5KZ256825, (v) 2019 Chevrolet - Silverado 2500HD 1GC1KREYXKF140364, (vi) 2019 Chevrolet - Silverado 3500HD 1GB4KVCY9KF143656, (vii) 2018 Chevrolet - Silverado 2500HD 1GC1KWEY2JF238317, (viii) 2018 Chevrolet - Silverado 3500HD 1GB4KZCY5JF222957, (ix) 2019 GMC - Sierra 250 1GT12SEY4KF108937, (x) 2018 GMC - Sierra 1500 Denali 3GTU2PEJ4JG533956, (xi) 2019 Ford - F250 Lariat 1FT7W2BT6KEC74051 and (xii) 2019 Toyota - Rav4 JTMG1RFVXKJ004945 and (xiii) 2019 Toyota - Rav4 JTMG1RFVXKJ004945; and
- (n) all assets listed on Schedule 2.2(n), notwithstanding anything to the contrary set forth herein.

Section 2.3 Assumption of Assumed Liabilities. Upon the terms and subject to the conditions of this Agreement, effective as of the close of business on the Closing Date, the Purchaser agrees to assume, pay, perform and discharge, promptly when payment or performance is due or required, only the Cure Amounts and those liabilities or obligations of the Sellers first arising and accruing under the Assumed Contracts from and after the Closing Date, and solely to the extent relating to the post-Closing period, and government charges or fees related to the Purchased Assets first arising and accruing on and after the Closing Date (other than Taxes attributable to a Pre-Closing Tax Period) (the "Assumed Liabilities").

Section 2.4 Excluded Liabilities. Notwithstanding any other provision of this Agreement to the contrary, the Purchaser is assuming only the Assumed Liabilities and is not assuming and will be deemed not to have assumed any other liability or obligation of (or Claim against) the Sellers or any Employee Benefit Plan of whatever nature, whether presently in existence or arising hereafter, known or unknown, disputed or undisputed, contingent or non-contingent, liquidated or unliquidated, or otherwise (all such Claims, liabilities and obligations not being assumed being herein referred to as the "Excluded Liabilities"). Without limiting the generality of the foregoing, Excluded Liabilities shall include, without limitation, any other liability or obligation of (or Claim against) the Sellers or any Employee Benefit Plan (a) in respect of any compensation, wages, payments, entitlements, other remuneration, holiday, vacation pay, sick pay or other paid time-off, bonus, commissions, severance pay (statutory or otherwise), retiree or other post-employment medical or life obligations, pension contributions, insurance premiums or Taxes or (b) arising or incurred by Sellers or their Affiliates under, or in connection with, or

non-compliance with, any applicable Law relating to labor (including the Worker Adjustment and Retraining Notification Act and any similar Law), employment, employment practices, terms and conditions of employment, wages and hours, or occupational safety and health.

Section 2.5 Non-Assignment of Assets.

(a) Notwithstanding any other provision of this Agreement to the contrary, this Agreement will not constitute an agreement to assign or transfer and will not affect the assignment or transfer of any Purchased Asset if (i) an attempted assignment or transfer thereof, without the approval, authorization or consent of, or granting or issuance of any license or permit by, any Third Party thereto (each such action, a “Necessary Consent” or collectively, the “Necessary Consents”), would constitute a breach, default or violation thereof or of any Law or Order or in any way adversely affect the rights of the Purchaser thereunder and (ii) the Bankruptcy Court has not entered an Order approving such assignment or transfer. In such event, such assignment or transfer is subject to such Necessary Consent being obtained and the Parties will use their respective reasonable best efforts to obtain the Necessary Consents with respect to any such Purchased Asset or any claim or right or any benefit arising thereunder for the assignment or transfer thereof to the Purchaser as the Purchaser may reasonably request; provided, however, that the Sellers will not be obligated to pay any consideration therefor to any Third Party from whom consent or approval is requested or to initiate any litigation to obtain any such consent or approval. If such Necessary Consent is not obtained, or if an attempted assignment or transfer thereof would be ineffective or would adversely affect the rights of the Purchaser to such Purchased Asset following the Closing, the Parties will cooperate in a mutually agreeable arrangement, to the extent feasible, under which the Purchaser will obtain the benefits and assume the obligations thereunder in accordance with this Agreement and the Sale Order, and the Sellers will enforce, at the request of and for the account of the Purchaser and its Affiliates, any rights of the Sellers arising from any such Contract against any Third Party.

(b) Subject to Section 2.5(a) and Section 6.7, if after the Closing (i) the Purchaser holds any Excluded Assets or Excluded Liabilities or (ii) the Sellers hold any Purchased Assets or Assumed Liabilities, the Purchaser or the Sellers, as applicable, will promptly transfer (or cause to be transferred) such assets or assume (or cause to be assumed) such Liabilities to or from (as the case may be) the other Party. Prior to any such transfer, the Party receiving or possessing any such asset will hold it in trust for such other Party.

(c) Notwithstanding anything herein to the contrary, at any time prior to the termination of the Contract Designation Period, Purchaser will be entitled, in its sole discretion, to change the designation of any Assignable Contract on Schedule 6.7(a) from an Assumed Contract to an Excluded Contract by providing written notice thereof to the Sellers and any Contract so removed will be deemed to be an “Excluded Asset” for all purposes hereunder.

**ARTICLE III**  
**PURCHASE PRICE; ALLOCATIONS**

Section 3.1 Purchase Price. In addition to the assumption of the Assumed Liabilities and payment of applicable Cure Amounts with respect to the Assumed Contracts, the aggregate consideration for the sale, transfer and delivery of the Purchased Assets (the “Purchase Price”) will

be (a) a credit bid of a portion of the Obligations pursuant to Section 363(k) of the Bankruptcy Code in the amount of \$73,500,000 (the "Credit Bid"), which Credit Bid shall include up to \$12,500,000 of the DIP Obligations, and (b) the Cash Purchase Price; provided, that any portion of the Obligations that are not included in the Credit Bid shall remain outstanding following the Transactions. At the Closing, the Purchaser shall pay the Cash Purchase Price to the Sellers by wire transfer of immediately available federal funds to a bank account (or accounts) as shall be designated in writing by Sellers to the Purchaser no later than two (2) days prior to the Closing Date.

Section 3.2 Allocation of Purchase Price. The Purchaser and the Sellers agree that the Purchase Price, applicable Assumed Liabilities and other relevant items shall be allocated in accordance with Section 1060 of the Code and the regulations thereunder and Schedule 3.2 hereof (such schedule to be determined by the Purchaser within sixty (60) days of the determination of the Purchase Price). Each of the Purchaser and the Sellers agree to provide the other promptly with any other information required to complete Schedule 3.2. Such allocation shall be binding on the Purchaser and the Sellers for all purposes, including the reporting of gain or loss and determination of basis for income tax purposes, and each of the Parties agrees that it or they will file a statement (on IRS Form 8594 or other applicable form) setting forth such allocation with its or their federal and applicable state income tax returns and will also file such further information or take such further actions as may be necessary to comply with the Treasury Regulations that have been promulgated pursuant to Section 1060 of the Code and similar applicable state laws and regulations.

Section 3.3 Good Faith Deposit. A portion of the Prepetition Secured Obligations in an amount equal to \$7,500,000 (the "Good Faith Deposit") will be forfeited and waived by the Purchaser if this Agreement is terminated by the Sellers pursuant to Section 10.1(c), provided that the Sellers are not then in material breach of this Agreement, and such Good Faith Deposit shall be deemed liquidated damages and shall be the Sellers' sole and exclusive remedy following a final non-appealable determination that the Sellers have properly terminated this Agreement pursuant to Section 10.1(c). If this Agreement is terminated for any reason other than the termination of this Agreement by Sellers pursuant to Section 10.1(c), such portion of the Obligations equal to the Good Faith Deposit shall not be forfeited or waived by the Purchaser, and the Purchaser shall have no further obligation or liability of any kind to the Sellers or any of their Affiliates.

Section 3.4 Closing. The closing (the "Closing") of the purchase and sale of the Purchased Assets and the assumption of the Assumed Liabilities shall take place at the offices of Benesch, Friedlander, Coplan & Aronoff LLP, 200 Public Square, Suite 2300, Cleveland, Ohio 44114, at the earliest practicable date following the satisfaction (or waiver) of the conditions set forth in Article IX (other than conditions that by their nature are to be first satisfied at Closing, but subject to the satisfaction or waiver of such conditions), or at such other place and time as the Parties may designate in writing, provided that the Parties shall use commercially reasonable efforts to consummate the Transactions no later than May 15, 2020.

Section 3.5 Deliveries by the Sellers. At the Closing or at such time as is otherwise set forth herein, the Sellers will deliver or cause to be delivered to the Purchaser (unless delivered previously) the following:

(a) a bill of sale, assignment and assumption agreement in a form mutually agreed between the Parties (the “Bill of Sale, Assignment and Assumption Agreement”), duly executed by the Sellers, pursuant to which the Sellers shall transfer and convey the Purchased Assets to Purchaser and Purchaser shall agree to assume the Assumed Liabilities;

(b) special warranty or limited warranty deeds (or similar deeds to convey title with warranties limited only to grantor’s acts in a particular jurisdiction where the Owned Real Property is located) to the Owned Real Property in recordable form, duly executed by the applicable Seller;

(c) one or more assignments, duly executed by Sellers or their applicable Affiliates in a form reasonably acceptable to Purchaser, pursuant to which the Sellers or their applicable Affiliates assign to Purchaser all GenCanna Registered Intellectual Property owned by or filed in the name of Sellers or any of their Affiliates;

(d) physical possession or control of all of the Purchased Assets;

(e) the Interim Permit Operating Agreement, duly executed by the Sellers;

(f) the Transition Services Agreement, duly executed by the Sellers;

(g) a certificate executed by an officer of each Seller, in form and substance reasonably acceptable to the Purchaser, dated as of the Closing Date, stating that the preconditions specified in Section 9.1(e), Section 9.1(f) and Section 9.1(k) have been satisfied; and

(h) all other documents, instruments and writings reasonably requested by Purchaser to be delivered by the Sellers at or prior to the Closing and required or desirable in connection with the conveyance of the Purchased Assets to Purchaser pursuant to this Agreement; provided, that any such instruments as cannot be timely delivered shall be subject to Section 6.4.

Section 3.6 Deliveries by Purchaser. At the Closing or at such time as is otherwise set forth herein, the Purchaser will deliver or cause to be delivered to the Sellers (unless previously delivered) the following:

(a) the Cash Purchase Price;

(b) a writing acknowledging the satisfaction of the Credit Bid amount as consideration for the transfer of the Purchased Assets;

(c) the Bill of Sale, Assignment and Assumption Agreement, duly executed by the Purchaser;

(d) the Interim Permit Operating Agreement, duly executed by the Purchaser;

(e) the Transition Services Agreement, duly executed by the Purchaser;

(f) a certificate executed by an officer of the Purchaser, in form and substance reasonably acceptable to the Sellers, dated as of the Closing Date, stating that the preconditions specified in Section 9.2(a) and Section 9.2(b) have been satisfied; and

(g) all other documents, instruments and writings reasonably requested by Sellers to evidence the assumption by the Purchaser of the Assumed Liabilities.

#### **ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLERS**

The Sellers hereby represent and warrant to the Purchaser that except as set forth in the corresponding section of the Schedules, as of the date hereof and the Closing Date:

Section 4.1 Organization. The Sellers are either a corporation or limited liability company duly incorporated or organized and validly existing under the Laws of the jurisdiction of organization set forth in the introductory paragraph hereof and have all requisite power and authority to own, lease and operate its properties and to carry on their businesses as now being conducted.

Section 4.2 Authorization. Subject to the entry of the Sale Order in the Bankruptcy Cases, the Sellers have full corporate or limited liability company power and authority to execute and deliver this Agreement and the Seller's Ancillary Documents and to perform their obligations hereunder and thereunder and to consummate the Transactions. Subject to the entry of the Sale Order in the Bankruptcy Cases, the execution and delivery of this Agreement and the Seller's Ancillary Documents by the Sellers and the performance by the Sellers of their hereunder and thereunder and the consummation of the Transactions provided for herein and therein have been duly and validly authorized by all necessary board action on the part of the Sellers. The respective governing bodies of the Sellers have approved the execution, delivery and performance of this Agreement and the Seller's Ancillary Documents and the consummation of the Transactions. This Agreement has been, and the Seller's Ancillary Documents will be as of the Closing Date, duly executed and delivered by the Sellers and do or will, as the case may be, constitute (subject to the entry of the Sale Order in the Bankruptcy Cases) the valid and binding agreements of the Sellers, enforceable against the Sellers in accordance with their respective terms.

Section 4.3 Real Property.

(a) Schedule 4.3(a) sets forth an accurate and complete list of all real property locations owned by any Seller. Except for Permitted Liens, the Sellers have good and marketable title in the Owned Real Property. None of the Owned Real Property set forth on Schedule 4.3(a) is subject to any lease or grant to any third-party of any right to the use, purchase, occupancy or enjoyment of such Owned Real Property or any material portion thereof required to conduct the GenCanna Business. Except for Permitted Liens and the applicable terms of Licenses held by the Sellers, the Owned Real Property set forth on Schedule 4.3(a) is not subject to any Liens which in any material respect interfere with or impair the present and continued use thereof in the ordinary course of business of the GenCanna Business. There are no pending or, to the Knowledge of Sellers, threatened condemnation proceedings relating to any of the Owned Real Property set forth on Schedule 4.3(a) except those which do not materially impair or restrict the current use of the Owned Real Property subject thereto. Other than as set forth on Schedule 4.3(a) hereto, there are no outstanding options or rights of first refusal to purchase any of the Owned Real Property set forth on Schedule 4.3(a) or any interest therein.

(b) Schedule 4.3(b) sets forth an accurate and complete list of all Leased Real Property Locations leased by the Sellers and used or held for use in the operation of the GenCanna Business. The Sellers have made available true and complete copies of all Leases to the Purchaser. Other than as a result of the Bankruptcy Cases, the Sellers are not in breach of any material term or in “default” under any Lease and, to the Knowledge of Sellers, no party to any Lease has given the Sellers written notice of or made a claim with respect to any breach or default thereunder. To the Knowledge of Sellers, there are no conditions that currently exist or with the passage of time will result in a default or breach of any material term by any party to a Lease. To the Knowledge of Sellers, none of the Leased Real Property Locations are subject to any sublease or grant to any Person of any right to the use, occupancy or enjoyment of the Leased Real Property Location or any portion thereof that would materially impair the use of such Leased Real Property Location in the operation of the GenCanna Business. To the Knowledge of Sellers, the Leased Real Property Locations are not subject to any Liens (other than Permitted Liens) that were placed on any Leased Real Property Locations through the action or inaction of the Sellers and materially impact the GenCanna Business’ use of such Leased Real Property Location. To the Knowledge of Sellers, the Leased Real Property Locations are not subject to any use restrictions, exceptions, reservations or limitations which in any material respect interfere with or impair the present and continued use thereof in the ordinary course of business. To the Knowledge of Sellers, there are no pending or threatened condemnation or other proceedings or claims relating to any of the Leased Real Property Locations. To the Knowledge of the Sellers, the Leases will continue to be legal, valid, binding, enforceable and in full force and effect on the same material terms immediately following the consummation of the Transactions.

Section 4.4 Title to the Purchased Assets. Subject to Section 2.5, and subject to entry of the Sale Order, Sellers own the Purchased Assets free and clear of all Liens (other than Permitted Liens). Upon consummation of the Transactions, Purchaser will have acquired good and marketable title in and to, or a valid leasehold interest in, each of the Purchased Assets, free and clear of all Liens, other than Assumed Liabilities and Permitted Liens. The Purchased Assets constitute all the properties, assets, interests in properties and rights necessary to operate the GenCanna Business after the Closing (or after the termination of the Contract Designation Period, as applicable) in the ordinary course of business as conducted prior to Closing.

Section 4.5 Employees. Except as set forth on Schedule 4.5, the Sellers do not have written employment agreements with employees of the GenCanna Business and all such Employees are employed on an “at will” basis.

Section 4.6 Environmental Matters. Except as would not reasonably be expected to be material to the GenCanna Business or the Purchased Assets: (i) the Sellers are and have at all times operated the GenCanna Business in compliance with all applicable Environmental Laws; (ii) the Sellers have obtained and are in compliance with all Environmental Permits required for the operation of the GenCanna Business; (iii) there are no claims under Environmental Law pending or to the Knowledge of Sellers threatened against the Sellers and, to the Knowledge of the Sellers, no claims under Environmental Law have been threatened in writing against the Sellers with respect to the operation of the GenCanna Business or the Purchased Assets; (iv) there has been no Release of Hazardous Material that could reasonably be expected to result in liability for the Sellers under Environmental Law or result in claim against the Sellers under Environmental Law or require cleanup or remedial action at, on, under or migrating from real property owned or operated

or formerly owned or operated by the Sellers or at, on, under or migrating from any other property to which the Sellers sent Hazardous Material for treatment, storage or disposal; (v) the Sellers are not subject to any Order relating to compliance with Environmental Law, Environmental Permits or the investigation, remediation, removal or cleanup of Hazardous Material; (vi) the Sellers have not assumed, undertaken or otherwise become subject to any liability of another Person under Environmental Law and are not party to any agreement that requires the Sellers to indemnify, defend or hold harmless any Person from or against any claim or liability under Environmental Law; (vii) there are no underground storage tanks on any Owned Real Property that is a Purchased Asset or any Leased Real Property Location for which the Lease is an Assumed Contract; and (viii) the Sellers have provided the Purchaser with true and complete copies of all environmental reports, site assessments and audits in the possession, custody or control of the Sellers with respect to any Owned Real Property that is a Purchased Asset or Leased Real Property Location for which the Lease is an Assumed Contract.

Section 4.7 Insurance. Schedule 4.7 sets forth an accurate and complete list of all insurance policies maintained by the Sellers in connection with the GenCanna Business or the Purchased Assets, including any bonds and surety arrangements (collectively, the “Insurance Policies”), including the name of each policy, policy number, insurance carrier, term, type and amount of coverage, deductible or self-insured retention. The Sellers have made available to the Purchaser true and correct copies of the Insurance Policies. The Insurance Policies are in full force and effect, the limits of the Insurance Policies have not been materially eroded or exhausted and all premiums due with respect to the Insurance Policies have been paid in full. The Sellers are not in material breach or default under the Insurance Policies. The Sellers have not taken or failed to take any action which, with notice or lapse of time or both, would constitute such a material breach or default or permit termination or material modification of any of the Insurance Policies. The Sellers have not received written notice of cancellation, termination or material premium increase with respect to any of the Insurance Policies. There are no material claims submitted in connection with the Insurance Policies as to which coverage has been denied, rejected or disputed by the applicable insurers. As of the date of this Agreement, to the Knowledge of Seller, all claims and circumstances likely to give rise to a material claim covered by any of the Insurance Policies have been properly reported to the applicable insurers. All such Insurance Policies shall remain in effect through the Closing.

Section 4.8 Legal Proceedings. Other than the Bankruptcy Cases and except as set forth on Schedule 4.8, there is no suit, action, claim, arbitration, proceeding or investigation pending or, to the Knowledge of the Sellers, threatened against, relating to or involving the Sellers (whether as a plaintiff or a defendant), the Transaction, the GenCanna Business or the Purchased Assets before any Governmental Entity.

Section 4.9 Intellectual Property. Schedule 4.9 sets forth an accurate and complete list of all GenCanna Intellectual Property. The GenCanna Intellectual Property constitutes all Intellectual Property necessary for, used or held for use in the conduct of the GenCanna Business. To the Knowledge of Sellers, the operation of the GenCanna Business does not infringe, misappropriate, or otherwise violate the Intellectual Property of any other Person. Except as set forth on Schedule 4.9, no claims alleging that the operation of the GenCanna Business infringes, misappropriates, or otherwise violates the Intellectual Properties of any other Person have been brought, are pending or, to the Knowledge of the Sellers, are threatened. To the Knowledge of the

Sellers, no Person is infringing, misappropriating or otherwise violating any GenCanna Intellectual Property. The Sellers have taken reasonable measures to protect the trade secrets and other confidential information that are material to the operation of the GenCanna Business.

Section 4.10 Governmental Consents. Except to the extent rendered unnecessary through the entry of the Sale Order, no consent, waiver, approval, Order or authorization of, or declaration or filing with, or notification to, any Person or Governmental Entity is required on the part of the Sellers in connection with the execution and delivery of this Agreement or any other agreement, document or instrument contemplated hereby or thereby to which the Sellers are a party, the compliance by the Sellers with any of the provisions hereof or thereof, the consummation of the Transaction or the taking by the Sellers of any other action contemplated hereby or thereby (with or without notice or lapse of time, or both), except for the entry of the Sale Order.

Section 4.11 Validity of Assignable Contracts. As of the date of this Agreement (or the termination of the Contract Designation Period, as applicable), each Assignable Contract is in full force and effect and is a valid and binding obligation of the Sellers and, to the Knowledge of the Sellers, the other parties thereto in accordance with its terms and conditions, except as such validity and enforceability may be limited by (a) bankruptcy, insolvency, or other similar Laws affecting the enforcement of creditors' rights generally, (b) equitable principles of general applicability (whether considered in a proceeding at law or in equity), and (c) the obligation to pay Cure Costs under Section 6.7(d). As of the date of this Agreement, none of the Sellers is aware of the intention to any Third Party to terminate any Assignable Contract. As of the date of this Agreement, to the Knowledge of the Sellers, no event has occurred which, with the passage of time or the giving of notice or both, would constitute a default under or a violation of any such Assignable Contract or would cause the acceleration of any obligation of the Sellers or the creation of a Lien upon any Purchased Asset that is not otherwise cured with the Sales Order.

Section 4.12 Financial Advisors. Except with respect to Jefferies LLC, the Sellers have not incurred any obligation or liability, contingent or otherwise, for brokerage or finders' fees or agents' commissions or other similar payment in connection with this Agreement or the Transaction for which the Purchaser is or will become liable.

Section 4.13 Compliance with Applicable Laws; Licenses.

(a) The Sellers own and operate, and for the past three years have owned and operated, the Purchased Assets and conduct, and for the past three years have at all times conducted, the GenCanna Business in compliance in all material respects with all Orders, Licenses and Law applicable to the Sellers, the Purchased Assets or the GenCanna Business, as applicable, except for prior instances of non-compliance that have been fully and finally resolved to the satisfaction of all Governmental Entities with jurisdiction over such matter. The Sellers have not, and to the Knowledge of the Sellers, none of their respective Representatives have received in the past 24 months any written notice from a Governmental Entity or Third Party alleging that any Seller or the GenCanna Business is not in compliance in any material respect with applicable Orders, Licenses or Law. The Licenses set forth on Schedule 4.13(a) are an accurate and complete list all of the Licenses held or required by Law to be held by the Sellers with respect to the current operation and conduct of the GenCanna Business, the Purchased Assets or the Assumed Liabilities, and each such License is freely transferable to the Purchaser.

(b) The Sellers have, in the amounts and forms required pursuant to applicable Laws, obtained all performance bonds and surety bonds, or otherwise provided any financial assurance as required under the applicable Licenses or Laws, or as required by a Governmental Entity (collectively, "Financial Assurances"). Schedule 4.13(b) sets forth a complete and accurate list of all Financial Assurances held by the Sellers with respect to the Purchased Assets, categorized by Transferred Licenses or the Purchased Assets, and including the name of the provider, the amount provided, and the amounts of collateral held by the provider.

Section 4.14 Taxes.

(a) Sellers and the Joint Venture, as applicable, have filed (or had filed on its behalf) all material Tax Returns that Sellers or the Joint Venture were required to file in respect to the Purchased Assets and all such Tax Returns were correct and complete in all material respects. Sellers and the Joint Venture have timely paid (i) all material Taxes that are shown to be due on any such Tax Returns or pursuant to any assessment received by such Sellers or the Joint Venture, as applicable, from any Tax Authority for any period preceding the Closing Date, and (ii) all other material Taxes due with respect to the purchased assets on or before the Closing Date (whether or not shown on a Tax Return). All material Taxes that Sellers or the Joint Venture are or were required by Law to withhold, collect or report with respect to the Purchased Asset have been duly withheld, collected or reported and, to the extent required, have been paid or will be paid to the proper Tax Authority.

(b) There are no pending, proposed in writing or threatened in writing legal proceedings with respect to any Taxes payable by or asserted against Sellers or the Joint Venture related to the Purchased Assets.

(c) There are no outstanding agreements or waivers that would extend the statutory period in which a Tax Authority may assess or collect a Tax that could result in (i) a Lien upon the Purchased Assets or (ii) liability to Purchaser as a transferee of or a successor to the Purchased Assets.

(d) There are no Liens with respect to Taxes (other than Permitted Liens) upon the Purchased Assets.

(e) None of the Sellers or the Joint Venture are a party to any Tax indemnity, Tax allocation or Tax sharing agreement, other than any such agreement entered into in the ordinary course of business the principal purpose of which is not related to Tax, that could result in (i) a Lien upon the Purchased Assets or (ii) liability for any Purchaser as a result of its acquisition or ownership of the Purchased Assets.

(f) There are no requests for rulings pending between any Seller or the Joint Venture, as applicable, and any Tax Authority in respect of any Tax that could result in (i) a Lien upon the Purchased Assets or (ii) liability to Purchaser as a transferee of or successor to the Purchased Assets.

(g) Sellers and the Joint Venture have collected or self-assessed and remitted to the appropriate Tax Authority all material sales and use or similar Taxes required to have been collected or self-assessed with respect to the Purchased Assets.

(h) None of the Sellers or the Joint Venture or, to the Knowledge of Sellers, Sellers' or the Joint Venture's Affiliates have properly and timely paid to the appropriate Tax Authorities all material payroll, unemployment and similar Taxes with respect to the Purchased Assets due on or before the Closing Date, to the extent that the failure to do so could result in any Lien on the Purchased Assets or any liability for Purchaser as a result of its acquisition or ownership of the Purchased Assets.

Section 4.15 Accounts Receivable. All accounts receivable arising out of or relating to the GenCanna Business are set forth on Schedule 4.15 (which shall be an accurate and complete list thereof) and were acquired or arose from sales actually made or services actually performed in the ordinary course of business that represent *bona fide* transactions and valid and enforceable claims, are not subject to any setoff, counterclaim or legal action or proceeding and are collectible in accordance with their terms.

Section 4.16 Inventory. An accurate and complete list of all Inventory is set forth on Schedule 4.16 and such Inventory is saleable and in good, merchantable and useable condition in the ordinary course of business consistent with past practice. All Inventory is owned by the GenCanna Business free and clear of all Liens, other than Permitted Liens, and except as set forth on Schedule 4.16, no Inventory is held on a consignment basis. The amounts of Inventory set forth on Schedule 4.16 have been determined in accordance with GAAP.

Section 4.17 Customers; Suppliers.

(a) Schedule 4.17(a) sets forth an accurate and complete list of the 15 largest customer accounts of the GenCanna Business (each, a "Material Customer"), based on revenue generated by such customers during the year ended December 31, 2019 and the three months ended March 31, 2020 showing the aggregate sales to each such Material Customer during each such period. For the past three years, except as set forth on Section 4.17(a), none of the Sellers or the GenCanna Business have been, or are currently engaged in any material dispute with any Material Customer. Except with respect to Contracts that are expiring in the ordinary course in accordance with their terms, no Seller has received any written communication from any customer named, or required to be named, on Schedule 4.17(a) of any intention or threat to terminate or materially reduce purchases from, or otherwise change in any material respect their relationship with, the Sellers or the GenCanna Business, and to the Knowledge of the Sellers, no such action is being considered.

(b) Schedule 4.17(b) sets forth an accurate and complete list of the 10 largest suppliers of the GenCanna Business (each, a "Material Supplier"), based on expenditures incurred by or on behalf of the GenCanna Business during the year ended December 31, 2019 and the three months ended March 31, 2020 showing aggregate amount invoiced by each such Material Supplier during each such period. For the past three years, except as set forth on Section 4.17(b), none of the Sellers or the GenCanna Business has been, or is currently, engaged in any material dispute with any Material Supplier. No Seller has received any written communication from any supplier named, or required to be named on Schedule 4.17(b) of any intention or threat to terminate or materially reduce its provision of goods or services to, or otherwise change in any material respect their relationship with, the Sellers or the GenCanna Business, and to the Knowledge of the Sellers, no such action is being considered.

Section 4.18 Product Liability.

(a) The GenCanna Business has not manufactured, sold or supplied products that contained any material defect in the design or manufacturing of such product and that did not comply in all material respects with (i) any express or implied product warranty or (ii) all applicable Laws. There has not been any material recall conducted by or on behalf of the GenCanna Business, or, to the Knowledge of Sellers, any investigation or inquiry by any Governmental Entity concerning any product developed, designed, manufactured, processed, installed, sold, provided or placed in the stream of commerce by or on behalf of the GenCanna Business. There are no known defects in design, construction or manufacture of products by the GenCanna Business that would reasonably be expected to create an unusual risk of injury to persons or property and no facts or conditions exist that would reasonably be expected to result in a product recall requirement.

(b) The Sellers have made available to the Purchaser a true, correct and complete copy of the GenCanna Business's standard written warranty or warranties for sales of any and all products distributed or sold by the GenCanna Business and, except as stated therein or as imposed by Law, there are no warranties, contractual commitments or contractual obligations with respect to the return, repair or replacement of any such products. Schedule 4.18(b) sets forth the aggregate annual cost to the GenCanna Business of performing warranty obligations for customers for each of the past three years of the GenCanna Business.

Section 4.19 Financial Statements.

(a) The Sellers have made available to the Purchaser the unaudited consolidated balance sheets and cash flow statements of the GenCanna Business as of December 31, 2019 and March 31, 2020, and the related unaudited consolidated statement of comprehensive income for the 12 months ended December 31, 2019 and the three months ended March 31, 2020 (the "Unaudited Financial Statements"). The Unaudited Financial Statements have been prepared in accordance with GAAP consistently applied in accordance with the Seller's past practice except for the absence of footnotes and customary year-end adjustments. The Unaudited Financial Statements (i) are true, correct and complete in all material respects, (ii) are in accordance in all material respects with the books and records of the GenCanna Business, and (iii) fairly present in all material respects the financial position of the GenCanna Business at the dates specified and the results of their operations for the period covered. The copies of the Unaudited Financial Statements delivered to the Purchaser are true, correct and complete copies.

(b) There are no liabilities or obligations of the GenCanna Business of any kind whatsoever, whether accrued, contingent, absolute, determined, determinable or otherwise, whether or not required by GAAP to be reflected on a balance sheet of the GenCanna Business, other than liabilities, obligations, conditions or circumstances, (i) disclosed and provided for in the Unaudited Financial Statements, or (ii) incurred or arising in the ordinary course of business since March 31, 2020 or in connection with the Transactions, that are not, individually or in the aggregate, material in amount or nature.

Section 4.20 Absence of Certain Changes. Since March 31, 2020, there has not been a Material Adverse Effect. Except as set forth on Schedule 4.20, since March 31, 2020, neither

Sellers not the GenCanna Business have taken any action that would be prohibited by, or require consent or disclosure under, Section 6.1 if such action were to be taken, or such occurrence were to occur, at any time on or after the date hereof.

## **ARTICLE V REPRESENTATIONS AND WARRANTIES OF PURCHASER**

The Purchaser hereby represents and warrants to the Sellers as follows as of the date hereof and as of the Closing:

Section 5.1 Organization. The Purchaser is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation.

Section 5.2 Authorization for Agreement; Consents and No Violations.

(a) Purchaser has all requisite power and authority to enter into this Agreement and the Purchaser Ancillary Documents to which it is a party and to consummate the Transactions (including all requisite power and authority to credit bid the Obligations). The execution, delivery and performance of this Agreement and the Purchaser Ancillary Documents by Purchaser and the consummation of the Transactions (including with respect to the Credit Bid) have been duly authorized by all necessary actions of Purchaser, and this Agreement is, and the Purchaser Ancillary Documents to be executed and delivered by Purchaser pursuant hereto will be, duly executed and delivered and, legal, valid and binding obligations of Purchaser enforceable in accordance with their terms, except as enforceability may be limited by applicable bankruptcy, insolvency, moratorium, or similar Laws from time to time in effect which affect creditors' rights generally and by legal and equitable limitations on the availability of equitable remedies.

(b) Neither the execution and delivery of this Agreement or the Purchaser Ancillary Documents nor the consummation of the Transactions by Purchaser (including with respect to the Credit Bid) requires the consent or approval of, the giving of notice to, registration, filing or recording with or the taking of any other action by Purchaser in respect of, any Governmental Entity or any other Person, except in each case as would not have a material adverse effect on Purchaser's ability to consummate the Transactions or perform its obligations hereunder.

(c) The execution and delivery of this Agreement and the Purchaser Ancillary Documents and the consummation of the Transactions by Purchaser (including with respect to the Credit Bid) will not conflict with, or result in any violation of, or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination, cancellation or acceleration of any material obligation or the loss of a material benefit under (i) any provision of the organizational documents of Purchaser, (ii) the provisions of any material contract to which Purchaser is a party, or (iii) applicable Law, except in each case as would not have a material adverse effect on Purchaser's ability to consummate the Transactions or perform its obligations hereunder.

Section 5.3 Financial Wherewithal. Purchaser has, and at all times from the date hereof through the Closing will have, sufficient funds available to pay the Cash Purchase Price and otherwise consummate the Transactions, and to pay all fees and expenses required to be paid by Purchaser hereunder. Purchaser acknowledges that its obligations under this Agreement are not

subject to any conditions regarding its ability to obtain financing for any portion or all of the Purchase Price.

Section 5.4 Non-reliance. The Purchaser acknowledges and agrees that in entering into this Agreement it has not relied and is not relying on any representations, warranties, or other statements whatsoever, whether written or oral (from or by the Sellers, its subsidiaries, affiliates, or any Person acting on their behalf) other than those expressly set out in this Agreement (or other related documents referenced herein) and that it will not have any right or remedy arising out of any representation, warranty, or other statement not expressly set out in this Agreement.

## **ARTICLE VI CERTAIN COVENANTS AND AGREEMENTS**

Section 6.1 Conduct of Sellers. Except as expressly required by this Agreement or as otherwise consented to in advance in writing by the Purchaser, for the period commencing on the date hereof and ending on the Closing Date, the Sellers shall:

- (a) use reasonable best efforts to obtain approval of the Sale Order;
- (b) use reasonable best efforts to maintain compliance with the DIP Order and related budgets; and
- (c) use reasonable best efforts to carry on the GenCanna Business in the ordinary course of business and use reasonable best efforts to maintain, preserve and protect the Purchased Assets in their current condition, ordinary wear and tear excepted, but including replacements, modifications and maintenance in the ordinary course of business;
- (d) maintain its books, accounts and records in the ordinary course of business;
- (e) not materially amend, modify, terminate, waive any rights under or create any Lien (other than a Lien that will not be transferred to the Purchaser at the Closing) with respect to any of the Assumed Contracts, or enter into any Contract;
- (f) use reasonable best efforts to defend and protect the Purchased Assets from infringement or deterioration;
- (g) comply with applicable Laws with respect to the GenCanna Business or any Purchased Assets;
- (h) use reasonable best efforts to maintain in full force and effect all Transferred Licenses and comply with the terms of each such Transferred License;
- (i) not waive, compromise or settle any material claim or right involving the Purchased Assets;
- (j) not sell, lease, encumber, or otherwise dispose of all or any portion of any Purchased Assets, except sales of Inventory in the ordinary course of business;

(k) not terminate, cancel or make any material changes to the structure, limits or terms and conditions of any of the Insurance Policies, including allowing the Insurance Policies to expire without renewing such Insurance Policies or obtaining comparable replacement coverage, or fail to pay premium or report known claims to an insurance carrier in a timely manner, in each case, except as would not be reasonably likely to be material to the Sellers, the GenCanna Business or the Purchased Assets;

(l) not (1) make, change or rescind any material Tax election or (2) make, change or rescind a material Tax reporting practice or policy, file any amended Tax Return, enter into any closing agreement, settle any material Tax claim or assessment, surrender any right to claim a material refund of Taxes, or take any other similar action relating to the filing of any Tax Return or the payment of any Tax that is material in nature;

(m) not increase in any manner the base compensation of, or enter into any new bonus or incentive agreement or arrangement with, any of its employees, officers, directors or consultants in the GenCanna Business; and

(n) not enter into any agreement or commitment to take any action prohibited by this Section 6.1.

#### Section 6.2 Inspection and Access to Information.

(a) During the period commencing on the date hereof and ending on the Closing Date, the Sellers shall (and shall cause their officers, directors, employees, auditors and agents to) provide the Purchaser and its investment bankers, counsel, and other authorized representatives full access, during reasonable hours and under reasonable circumstances, to any and all of Sellers' premises (including reasonable access for Purchaser to perform Phase I Environmental Site Assessments), properties, employees (including executive officers), contracts, commitments, books, records and other information (including Tax Returns filed and those in preparation) pertaining to the GenCanna Business and shall cause their officers to furnish to the Purchaser and its authorized representatives, upon request therefor, any and all financial, technical and operating data and other information pertaining to the GenCanna Business and otherwise cooperate with the conduct of due diligence by such Purchaser and its representatives. The Sellers will promptly deliver to the Purchaser all pleadings, motions, notices, statements, schedules, applications, reports and other papers filed in any other judicial or administrative proceeding related to the Purchased Assets and the Transactions.

(b) For the longer of (i) a period of three years following the Closing Date, and (ii) the closing of the Bankruptcy Cases, Purchaser and Sellers shall grant to the other such access to and copies of their respective financial records and other books and records in their possession related to their conduct of the GenCanna Business with respect to periods or portions of periods ending on or before the Closing Date and to Purchaser's employees and such cooperation and assistance as shall be reasonably required to enable each of them to complete their legal, regulatory, stock exchange and financial reporting requirements, to complete their Tax Returns or for other reasonable business purposes, including, without limitation, the continued administration of the Bankruptcy Cases and remaining assets and liabilities and the investigation, prosecution and defense of all Claims, causes of action, lawsuits or demands to which the bankruptcy estates of the

Sellers may have. In addition, Purchaser shall make reasonably available to Sellers and their agents and representatives (including any trustee), Purchaser's employees, agents and officers to assist in the foregoing post-closing matters. Sellers shall also have the right to make copies of any electronic or physical documents prior to the end of the Transition Services Period. For the avoidance of doubt, Sellers' access to Purchaser's books and records under or pursuant to this Section 6.2(b) shall be limited to those books and records that relate solely to the GenCanna Business and the Excluded Assets.

Section 6.3 Notices of Certain Events. The Sellers shall promptly notify the Purchaser in writing of the following should they arise after execution hereof:

(a) any change or event that, individually or in the aggregate, has had or could reasonably be expected to have a Material Adverse Effect on the GenCanna Business, the Purchased Assets or the Assumed Liabilities;

(b) any notice or other communication from any Person, other than the Lenders, alleging that the consent of such Person is or may be required in connection with the Transactions other than such notice or communication that is filed in the Bankruptcy Cases;

(c) any notice or other communication from any Governmental Entity in connection with the Transactions, other than such notice or communication that is filed in the Bankruptcy Cases;

(d) any action, suit, claim, investigation or proceeding commenced or, to their Knowledge, threatened against, relating to or involving or otherwise affecting the Sellers, the GenCanna Business, the Purchased Assets or the Assumed Liabilities that, individually or in the aggregate, has had or could reasonably be expected to have a Material Adverse Effect on the GenCanna Business, the Purchased Assets or the Assumed Liabilities, other than such as are filed or are described in filings in the Bankruptcy Cases; and

(e) (i) the damage or destruction by fire or other casualty of any Purchased Asset or part thereof; (ii) a material Release of Hazardous Material at, from or onto any property owned or operated by the Sellers or the GenCanna Business; (iii) a disclaimer or denial of coverage issued by any insurance company with respect to any material claim submitted by the Sellers under any of the Insurance Policies; or (iv) any Purchased Asset or part thereof becoming the subject of any proceeding (or, to the Knowledge of the Sellers, threatened proceeding) for the taking thereof or of any right relating thereto by condemnation, eminent domain or other similar governmental action.

Section 6.4 Reasonable Efforts; Further Assurances; Cooperation. Subject to the other provisions hereof, each Party shall each use its reasonable, good faith efforts to perform its obligations hereunder and to take, or cause to be taken, and do, or cause to be done, all things necessary, proper or advisable under applicable Law to obtain all consents required in connection with the consummation of the Transactions (provided, however, that none of the Sellers or the Purchaser will be obligated to pay any consideration therefor to any Third Party from whom consent or approval is requested or to initiate any litigation proceeding to obtain any such consent or approval) and to satisfy all conditions to their obligations hereunder and to cause the

Transactions to be effected as soon as practicable, in accordance with the terms hereof and shall cooperate fully with each other Party and their officers, directors, employees, agents, counsel, accountants and other designees in connection with any step required to be taken as a part of their obligations hereunder, including the following:

(a) In the event any claim, action, suit, investigation or other proceeding by any Governmental Entity or other Person is commenced that questions the validity or legality of the Transactions or any other transaction contemplated hereby or seeks damages in connection therewith, the Parties shall (i) cooperate and use all reasonable efforts to defend against such claim, action, suit, investigation or other proceeding, (ii) in the event an injunction or other Order is issued in any such action, suit or other proceeding, use commercially reasonable efforts to have such injunction or other Order lifted, and (iii) cooperate reasonably regarding any other impediment to the consummation of the Transactions.

(b) Each Party shall give prompt notice to the other Parties of (i) the occurrence, or failure to occur, of any event that the occurrence or failure of which would be likely to cause any representation or warranty of the Sellers or the Purchaser, as the case may be, contained herein to be untrue or inaccurate in any material respect at any time from the date hereof to the Closing Date or that shall or may result in the failure to satisfy any condition specified in Article IX and (ii) any failure of the Sellers or the Purchaser, as the case may be, to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by any of them hereunder. Each Party hereby acknowledges that no Party shall be deemed to have waived any right it may have hereunder as a result of such notifications.

Section 6.5 Risk of Loss. The risk of loss with respect to the Purchased Assets shall remain with the Sellers until the Closing. Until the Closing, the Sellers shall maintain in force the policies of property damage insurance under which any Purchased Asset is insured. In the event prior to the Closing any Purchased Asset is lost, damaged or destroyed and such loss, damage or destruction, individually or in the aggregate, has or would reasonably be expected to result in a Material Adverse Effect, then, subject to the rights of Sellers' lenders pursuant to any debtor in possession financing, the Purchaser may require the Sellers to assign to the Purchaser the proceeds of any insurance payable as a result of the occurrence of such loss, damage or destruction.

Section 6.6 Bankruptcy Actions. The Sellers have filed, pursuant to the Bankruptcy Code and Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), a motion before the Bankruptcy Court seeking (i) entry of the Bidding Procedures Order to approve the Bidding Procedures as described in Exhibit 6.6, and (ii) approval of the Transactions and entry of the Sale Order (the "Sale Motion"). The Bankruptcy Court conducted the Sale Hearing on May 6-7, 2020, and entered the Sale Order on May \_\_, 2020.

Section 6.7 Assumed Contracts.

(a) Schedule 6.7(a) is a list of all Contracts of the Sellers that are capable of assumption and assignment pursuant to section 365 of the Bankruptcy Code (the "Assignable Contracts") as well as the Sellers' good faith estimate of all Cure Amounts for each such Contract and each such Contract's designation as an Assumed Contract or an Excluded Contract. At the Sale Hearing (notice of which shall be properly and timely served on all non-Sellers counterparties to Assignable

Contracts by the Sellers), the Sellers shall seek authority to assume and assign to Purchaser those Assignable Contracts that are, or that become (pursuant to the procedures set forth in Section 6.7(f) below), Assumed Contracts.

(b) The Assumed Contracts shall be assumed by the Sellers and assigned to the Purchaser at the Closing pursuant to section 365 of the Bankruptcy Code; provided, that notwithstanding anything herein to the contrary, the Purchaser shall have the right in its sole and absolute discretion to amend Schedule 6.7(a) from time to time prior to the expiration of the Contract Designation Period to designate any Designation Rights Contract (x) as an Assumed Contract in accordance with Section 6.7(f) below (whereupon such designation, such Designation Rights Contract shall be an Assumed Contract), or (y) as an Excluded Contract (whereupon such designation, such Contract shall no longer be an Assumed Contract, but an Excluded Contract).

(c) Schedule 6.7(a) sets forth those Contracts that the Purchaser has determined shall not be assumed and assigned to it, which shall be designated as “Excluded Contracts” (the “Excluded Contracts”); provided, that notwithstanding anything to the contrary, the Purchaser shall have the right in its sole and absolute discretion to amend Schedule 6.7(a) from time to time prior to the expiration of the Contract Designation Period to designate any Designation Rights Contract as an Excluded Contract in accordance with Section 6.7(f) below (whereupon such designation, such Designation Rights Contract shall be an Excluded Contract). Notwithstanding anything in this Agreement to the contrary, the Purchaser shall not be liable for any costs or liabilities in respect of any Contract from and after the time of its designation as an Excluded Contract and any liabilities arising under, relating to, or in connection with such Excluded Contract shall be deemed Excluded Liabilities for all purposes under this Agreement.

(d) The Purchaser shall pay any Cure Amounts due in connection with the assumption and assignment of the Assumed Contracts as set forth on Schedule 6.7(a) for which all necessary Consents required by the Bankruptcy Code to transfer have been obtained, and Purchaser will assume and agree to perform and discharge the Assumed Liabilities under the Assumed Contracts or, such other additional or fewer Assumed Contracts as otherwise agreed by the Parties at the time of the Closing. The payment of Purchase Price by the Purchaser at the Closing shall not be reduced by such Cure Amounts. For the avoidance of doubt, in the event that the Bankruptcy Court determines, after notice and hearing, that the Cure Amounts for any Assignable Contract exceeds the estimated amount set forth on Schedule 6.7(a) with respect to such Assignable Contract, the Purchaser can elect (in its sole discretion) by written notice to the Sellers to exclude such Contract from the list of Assumed Contracts at which point such Contract shall be deemed an Excluded Contract (and not an Assumed Contract) and the Purchaser shall have no obligation with respect thereto and Schedule 6.7(a) shall be deemed to be amended to update such Contract’s designation.

(e) From the date hereof until the expiration of the Contract Designation Period, the Sellers shall not seek Bankruptcy Court approval to reject any Assignable Contract unless and until such Assignable Contract is designated by the Purchaser as an Excluded Contract or unless otherwise agreed to in writing by the Purchaser. Additionally, the Sellers shall file with the Bankruptcy Court such motions or pleadings as may be appropriate or otherwise as may be reasonably requested by the Purchaser to preserve Sellers’ right or ability to assume and assign any of the Assignable Contracts (including without limitation, pursuant to section 365(d)(4) of the Bankruptcy Code) until the expiration of the Contract Designation Period.

(f) Any Assignable Contract not designated by the Purchaser as either an Assumed Contract or an Excluded Contract as of Closing shall constitute a “Designation Right Contract”. From and after the Closing Date until the date that is ninety (90) days following the Closing Date (the “Contract Designation Period”), the Purchaser shall have the right, by providing the Sellers with written notice, to amend Schedule 6.7(a) to designate any Designation Right Contract as (A) an Assumed Contract, or (B) an Excluded Contract. Upon receipt of notice of the Purchaser’s designation of a Designation Right Contract as an Assumed Contract in accordance with this Section 6.7(f), the Sellers shall promptly provide notice to the applicable non-Seller counterparty of such designation pursuant to the Sale Order. Notwithstanding anything herein to the contrary, the Purchaser shall pay and be solely responsible for all costs arising from, relating to, or in connection with, the continuation by the Sellers of Designation Right Contracts through the earlier to occur of (x) the expiration of the Contract Designation Period and (y) the date of Sellers’ receipt of written notice from the Purchaser designating such Designation Right Contract as an Excluded Contract in accordance with this Section 6.7(f). Notwithstanding anything in this Agreement to the contrary, on the date any Designation Right Contract is designated an Assumed Contract pursuant to this Section 6.7(f), such Contract shall be deemed an Assumed Contract for all purposes under this Agreement and no further consideration shall be required to be paid by the Purchaser for such Contract.

(g) The Parties agree and acknowledge that the covenants set forth in this Section 6.7 shall survive the Closing.

#### Section 6.8 Transferred License and Surety Bond Matters.

(a) To the extent permitted by Law, and in consultation with the Sellers and the applicable Governmental Entities, the Purchaser shall prepare all applications required to transfer the Transferred Licenses (which applications shall include the necessary applications, notices, forms and other documents to permit the Purchaser to operate under the Transferred Licenses with the appropriate Governmental Entities). The Sellers shall cooperate with and provide reasonable assistance to the Purchaser in connection with such preparation and such applications shall be reasonably satisfactory to the Purchaser. As promptly as practicable, the Sellers or the Purchaser, as applicable, shall properly file all applications required to transfer the Transferred Licenses from the Sellers to the Purchaser with the appropriate Governmental Entity (except (i) any applications which may not be filed prior to the Purchaser being party to a fully executed surety agreement, which shall be properly filed promptly after the applicable surety agreement is executed in accordance with this Agreement, or (ii) for any applications which may not be filed until the Purchaser can demonstrate ownership and control of the Real Property Locations, which shall be properly filed promptly after the Closing). From and after the date hereof, the Purchaser and the Sellers shall use their respective best efforts to pursue the prompt transfer of the Transferred Licenses to the Purchaser. The Sellers agree to provide the cooperation reasonably requested by the Purchaser to procure the transfer of the Transferred Licenses.

(b) To the extent allowed by and in accordance with Law, after the Closing and until the appropriate Governmental Entity approves the permanent transfer of the Transferred Licenses to the Purchaser (the “Interim Period”), the Sellers grant the Purchaser the right to conduct, at the sole cost and expense of the Purchaser, operations following the Closing under the Transferred

Licenses. The Parties will make such filings, applications, notices or deliver any other documents as necessary to give effect to the foregoing arrangement during the Interim Period.

Section 6.9 Insurance Cooperation. Notwithstanding anything to the contrary in this Agreement, from and after the Closing, the Purchaser shall be entitled to the benefits under the Insurance Policies, but subject to the terms, conditions and limitations set forth therein, with respect to any occurrences that occurred or are alleged to have occurred prior to the Closing Date concerning the GenCanna Business, the Purchased Assets or the Assumed Liabilities. The Sellers shall assign to the Purchaser, to the extent assignable, the right, power and authority to make directly to the insurer any request for payment under the Insurance Policies relating to any claims with respect to the Purchased Assets, the GenCanna Business or the Assumed Liabilities. In the event that the Purchaser is unable make a direct claim for payment under the Insurance Policies, the Sellers shall cooperate with the Purchaser in filing any insurance claims and in the collection of insurance proceeds including, where permitted by law, transferring to the Purchaser the right to pursue insurance proceeds related to such claims. The Sellers shall assign to the Purchaser, to the extent assignable, the right to receive any future proceeds (including any proceeds in respect of business interruption insurance for any period prior to or after the Closing Date) relating to any such claim following Closing. Any party receiving notice with respect to any such claim shall promptly notify all other Parties hereto.

Section 6.10 Publicity. Prior to Closing, unless otherwise required by applicable Law or Bankruptcy Court requirement, the Parties shall consult with each other before issuing any press release or public announcement concerning this Agreement or the Transactions, and shall not issue any such release or make any such statement without the prior written consent of the other (such consent not to be unreasonably withheld, conditioned or delayed). From and after the Closing, the Purchaser and the Sellers may make public statements with respect to this Agreement or the Transactions so long as such announcements do not disclose the specific terms or conditions of this Agreement, except where such terms and conditions have already been disclosed as required by Law or Bankruptcy Court requirement; provided, that the issuing party shall use its commercially reasonable efforts to consult with the other party with respect to the text thereof to the extent practicable.

Section 6.11 Transaction Documents. The Parties shall negotiate in good faith, prior to the Closing, the terms of the General Assignments and Bills of Sales, the Transition Services Agreement, the Interim Permit Operating Agreement and each other document, agreement or instrument executed and delivered in connection herewith or therewith, and in each case such terms shall be in a form (i) customary for transactions of the type contemplated by this Agreement, (ii) reasonably satisfactory to the parties thereto, in their respective discretion, and (iii) with respect to the Transition Services Agreement, if requested by the Purchaser, that provides, during the Transition Services Period, for the provision to the Purchaser of services by employees of Sellers necessary to conduct the operations of the GenCanna Business in the ordinary course and that provides for continuing Employee Benefit Plans for such employees.

Section 6.12 Supplements to Schedules. From time to time up to the Closing, the Sellers shall promptly supplement or amend the Schedules that they have delivered with respect to any matter first existing or occurring following the date hereof that (a) if existing or occurring at or prior to the date hereof, would have been required to be set forth or described in the Schedules, or

(b) is necessary to correct any information in the Schedules that has been rendered inaccurate thereby; provided, in each case, that the disclosure provided in any such supplemented or amended schedule shall in no way be effective for purposes of the conditions set forth in Article IX or to cure any breach of representation or warranty that otherwise may have existed hereunder by reason of such matter.

Section 6.13 Survival of Representations and Warranties. The Sellers and the Purchaser acknowledge and agree that all of the representations and warranties contained in Article IV and Article V shall expire as of the Closing and be of no further force or effect on and after the Closing, except with respect to Seller's representations in Section 4.11 which shall survive the Closing and remain in effect until the termination of the Contract Designation Period. The Parties agree that the covenants contained in this Agreement to be performed at or after the Closing will survive the Closing hereunder until the expiration of the applicable statute of limitations or for such shorter period explicitly specified therein, and each Party will be liable to the other after the Closing for any breach thereof.

Section 6.14 Sale Free and Clear. On the Closing Date or upon the termination of the Contract Designation Period, as applicable, the Purchased Assets shall be transferred to the Purchaser free and clear of all Liens, claims and encumbrances, other than Assumed Liabilities and Liens expressly permitted by the Sale Order.

## ARTICLE VII TAX MATTERS

Section 7.1 Tax Cooperation. The Purchaser and the Sellers agree to furnish or cause to be furnished to each other, upon request, as promptly as practicable, such information and assistance relating to the GenCanna Business and the Purchased Assets (including access to books and records) as is reasonably necessary for the preparation and filing of all Tax returns, the making of any election relating to Taxes, the preparation for any audit by any Taxing Authority, and the prosecution or defense of any claim, suit or proceeding relating to any Tax. The Sellers and the Purchaser shall cooperate with each other in the conduct of any audit or other proceeding relating to Taxes involving the Purchased Assets or the GenCanna Business.

Section 7.2 Allocation of Taxes. The Parties acknowledge and agree that any sales, use, transfer or other similar taxes or charges (the "Transfer Taxes") assessed at Closing or at any time thereafter on the transfer of any Purchased Assets shall be paid by the Purchaser. The Purchaser and the Sellers shall cooperate in providing each other with any appropriate resale exemption certifications and other similar documentation.

Section 7.3 Property Taxes. All Property Taxes for a Tax period which includes (but does not end on) the Closing Date (collectively, the "Apportioned Obligations") shall be apportioned between the Sellers, on the one hand, and the Purchaser, on the other hand, based on the number of days of such Tax period included in the Pre-Closing Tax Period and the number of days of such Tax period after the Closing Date (with respect to any such Tax period, the "Post-Closing Tax Period"). The Sellers shall be liable for the proportionate amount of such Property Taxes that is attributable to the Pre-Closing Tax Period, and the Purchaser shall be liable

for the proportionate amount of such Property Taxes that is attributable to the Post-Closing Tax Period.

Section 7.4 Apportionment. Apportioned Obligations or Transfer Taxes shall be timely paid, and all applicable filings, reports and returns shall be filed, as provided by applicable Law. The paying Party shall be entitled to reimbursement from the non-paying Party in accordance with Section 7.2 or Section 7.3, as the case may be. Upon payment of any such Apportioned Obligation or Transfer Tax, the paying Party shall present a statement to the non-paying Party setting forth the amount of reimbursement to which the paying Party is entitled under Section 7.2 or Section 7.3, as the case may be, together with such supporting evidence as is reasonably necessary to calculate the amount to be reimbursed. The non-paying Party shall make such reimbursement promptly but in no event later than ten (10) days after the presentation of such statement.

## ARTICLE VIII EMPLOYEE MATTERS

Section 8.1 Employees and Offers of Employment. The Purchaser shall offer employment to those employees of the Sellers that the Purchaser shall select in its sole discretion (the Sellers' employees who accept offers of employment are referred to as the "Transferred Employees") on terms and conditions of employment (including salary, wages and benefits) established by the Purchaser in its sole discretion and effective as of the later of the Closing Date (or if applicable, the Delayed Transfer Date). Effective as of the Closing (or if applicable, the Delayed Transfer Date), the Sellers agree to terminate the employment of all of the Transferred Employees. The Purchaser will be liable for all obligations owed to employees of the Sellers for the period between the Closing Date and the Delayed Transfer Date.

Section 8.2 Employee Benefit Plans. The Purchaser shall not assume any Employee Benefit Plans or any obligation or liability thereunder; provided, however, that during the period between the Closing Date and the Delayed Transferred Date, the Purchaser will pay or reimburse the Sellers for any and all costs and expenses associated with maintaining any such Employee Benefit Plans.

Section 8.3 Workers' Compensation. The Sellers shall be liable for all workers' compensation claims arising out of injuries with an identifiable date of occurrence sustained by the Sellers' employees in the GenCanna Business prior to the Closing Date (or if applicable, the Delayed Transfer Date). The Purchaser shall be liable for all workers' compensation claims arising out of injuries with an identifiable date of occurrence, sustained by the Transferred Employee after the date that such Transferred Employee commences employment with the Purchaser (hereinafter, "Transferred Employees' Employment Date") or for any workers' compensation claims arising out of injuries after the Closing Date for any employees of the Sellers that are injured while performing services for the Purchaser under the Transition Services Agreement or the Interim Permit Operating Agreement. The Sellers shall be liable for all workers' compensation claims arising out of injuries or occupational diseases in the GenCanna Business without an identifiable date of occurrence or exposure and sustained or contracted prior to the Closing Date.

Section 8.4 Third Parties. Nothing contained herein shall be construed as requiring, and the Sellers shall take no action that would have the effect of requiring, the Purchaser to continue

any specific employee benefit plans or to employ, or to continue the employment of, any specific person. The provisions of this Article VIII are for the sole benefit of the Parties to this Agreement and nothing herein, expressed or implied, is intended or shall be construed to (i) constitute an amendment to any of the compensation and benefits plans maintained for or provided to employees prior to or following the Closing or (ii) confer upon or give to any person (including for the avoidance of doubt any current or former employees, directors, managers, officers, consultants, independent contractors, contingent workers or leased employees of the Sellers or their Affiliates or the beneficiaries and dependents of any of them), other than the Parties hereto and their respective permitted successors and assigns, any legal or equitable or other rights or remedies (with respect to the matters provided for in this Article VIII) under or by reason of any provision of this Agreement.

## **ARTICLE IX CONDITIONS TO CLOSING**

Section 9.1 Conditions to Obligations of the Purchaser. The obligations of the Purchaser to consummate the Transactions shall be subject to the fulfillment at or prior to the Closing of each of the following additional conditions (any or all of which may be waived by the Purchaser in its sole discretion in whole or in part to the extent permitted by applicable Law):

(a) Execution of Documents. The Sellers shall have executed and delivered (or caused to be delivered) this Agreement and the following ancillary agreements, in a form acceptable to the Purchaser:

(i) executed bills of sale, instruments of assignment, certificates of title and other conveyance documents, dated as of the Closing Date, transferring to the Purchaser all of the Sellers' rights, title and interest in and to the Purchased Assets, together with possession of the Purchased Assets;

(ii) documents evidencing the assignment of the Assumed Contracts (and subject to Section 6.7, all Assumed Contracts shall have been assigned and assumed by or, to the extent required, novated by the Purchaser), the assignment of the GenCanna Registered Intellectual Property owned by or filed in the name of Sellers or any of their Affiliates, and the assignment of any assignable Licenses, including the Bill of Sale, Assignment and Assumption Agreement; and

(iii) all other documents required to be entered into by the Sellers pursuant hereto or reasonably requested by the Purchaser to convey the Purchased Assets to the Purchaser or to otherwise consummate the Transactions.

(b) Sale Order. The Bankruptcy Court shall have entered the Sale Order in the Bankruptcy Cases in form and substance acceptable to the Sellers and the Purchaser. As of the Closing, the Sale Order shall not have been reversed, stayed, vacated, modified or amended without the prior written consent of the Purchaser.

(c) Inventory. Except as otherwise specifically set forth in paragraph 36 of the Sale Order with respect to Arrow Farms, LLC, and as set forth in the Agreed Order of Adequate Protection [Docket No. 669] with respect to Specialty Oil Extractors Manufacturer, LLC, the Bankruptcy Court shall have entered an Order affirming that all Inventory is the property of the

Debtors, is transferable to the Purchaser upon consummation of the Transactions free and clear of all Liens, and shall not be subject to any Lien senior in right to the Liens of the Lenders.

(d) Injunction. There shall be no effective injunction, writ or preliminary restraining order or any Order of any nature issued by a Governmental Entity of competent jurisdiction to the effect that the Transactions may not be consummated as provided herein, and no written notice shall have been received from any Governmental Entity indicating an intent to restrain, stay, prevent, materially delay or restructure the Transactions, in each case where the Closing would (or would be reasonably likely to) result in a fine or penalty payable by the Purchaser or any of its Affiliates or to impose any restraint or restriction on the Purchaser's operation of the GenCanna Business following the Closing.

(e) Representations and Warranties. The representations and warranties of the Sellers set forth in Article IV shall have been true and correct in all material respects as of the date hereof and shall be true and correct in all material respects as of the Closing Date as though made on and as of the Closing Date (or to the extent such representations and warranties speak only as of an earlier date, they shall be true and correct as of such earlier date), except that those representations and warranties that by their terms are qualified by materiality or Material Adverse Effect shall be true and correct in all respects.

(f) Obligations Under this Agreement. Sellers shall have performed and complied in all material respects with all obligations and agreements required in this Agreement to be performed or complied with by the Sellers prior to or on the Closing Date.

(g) Other Agreements. The Purchaser shall have entered into a Transition Services Agreement with Sellers and/or contract(s) with such other third-party management service providers with knowledge of the industry in which the GenCanna Business operates, which contracts shall be in form and substance acceptable to the Purchaser in its sole discretion.

(h) Transfer of Licenses. The Purchaser shall have obtained, or arrangements reasonably satisfactory to the Purchaser shall be in place for obtaining during the Interim Period (i) all regulatory approvals and (ii) any other material permits, licenses, authorizations and approvals required or reasonably necessary to operate the Purchased Assets, including, to the extent necessary to obtain any approval from the applicable state or federal regulators, the Sellers and the Purchaser having entered into settlements reasonably satisfactory to the Purchaser with such regulators with respect to permit transfers, bonding requirements and regulatory compliance with respect to the Purchased Assets. The Purchaser shall be satisfied that there have been no adverse developments or occurrences that would reasonably be expected to be material and adverse in the context of the transfer of one or more Transferred Licenses.

(i) Employee Benefits. The Purchaser shall have in place arrangements satisfactory to the Purchaser in its sole discretion (including, through the Transition Services Agreement) for employment of employees sufficient to conduct operations in the ordinary course of business, including establishment of benefit plans, payroll systems and related back-office services.

(j) Insurance. The Purchaser shall have bound on reasonable terms and at reasonable premium rates, to be determined at the sole discretion of the Purchaser, insurance coverage

effective on the Closing Date that meets all legal and contractual requirements associated with the GenCanna Business, including but not limited to compliance with any additional insured or bonding requirements, and is otherwise, in the Purchaser's sole discretion, sufficient to cover the risks associated with the operation of the GenCanna Business post-Closing.

(k) No Material Adverse Effect. No Material Adverse Effect shall have occurred since the date of this Agreement.

(l) Schedules, Exhibits and Ancillary Documents. The Schedules and Exhibits hereto, the Transition Services Agreement and the Interim Permit Operating Agreement, if any, shall have been agreed between the Parties and shall be in form and substance acceptable to the Purchaser in its sole discretion.

Section 9.2 Conditions to Obligations of the Sellers. The obligations of the Sellers to consummate the Transactions shall be subject to the fulfillment at or prior to the Closing of each of the following additional conditions (any or all of which may be waived by the Sellers in their sole discretion in whole or in part to the extent permitted by applicable Law):

(a) The representations and warranties of the Purchaser contained in this Agreement shall be true and correct in all material respects at and as of the Closing Date, as if made at and as of such date (or to the extent such representations and warranties speak as of an earlier date, they shall be true and correct as of such earlier date).

(b) The Purchaser shall have performed and complied in all material respects with all obligations and agreements required in this Agreement to be performed or complied with by the Purchaser prior to or on the Closing Date.

(c) The Purchaser shall have executed and delivered the Agreement and all ancillary agreements thereto, including an assignment and assumption agreement, in a form reasonably acceptable to the Sellers.

Section 9.3 Sale Order. Notwithstanding anything to the contrary contained hereunder, Sellers shall have no obligation to sell, and Purchaser shall have no obligation to purchase, the Purchased Assets and consummate the Transactions, unless and until issuance of the Sale Order.

Section 9.4 Frustration of Closing Conditions. No Party may rely on the failure of any condition set forth in this Article IX if such failure was caused by such Party's breach of any provision of this Agreement.

## **ARTICLE X TERMINATION**

Section 10.1 Termination. This Agreement may be terminated at any time prior to Closing:

(a) in writing by mutual consent of the Parties;

(b) by the Sellers or the Purchaser, if the Closing shall not have been consummated on or before 5:00 p.m. Eastern Time on June 30, 2020 (or such later date as has been agreed by Purchaser in its sole discretion) (the “Expiration Date”); provided, however, no Party that is in material breach of its obligations under this Agreement shall be entitled to terminate this Agreement pursuant to this Section 10.1(b);

(c) by written notice from the Sellers to the Purchaser, in the event the Purchaser (i) fails to perform in any material respect any of its agreements contained herein required to be performed by it at or prior to the Closing or (ii) materially breaches any of its representations and warranties contained herein, which failure or breach is not cured by the earlier of (A) twenty (20) days following the Sellers having notified the Purchaser of its intent to terminate this Agreement pursuant to this Section 10.1(c) or (B) the Expiration Date; provided that Sellers are not then in material breach of any representation, warranty, covenant or agreement contained in this Agreement;

(d) by written notice from the Purchaser to the Sellers, in the event the Sellers (i) fail to perform in any material respect any of their agreements contained herein required to be performed by them at or prior to the Closing or (ii) materially breach any of their representations and warranties contained herein, which failure or breach is not cured by the earlier of (A) twenty (20) days following the Purchaser having notified the Sellers of its intent to terminate this Agreement pursuant to this Section 10.1(d) or (B) the Expiration Date; provided that Purchaser is not then in material breach of any representation, warranty, covenant or agreement contained in this Agreement;

(e) by the Purchaser or the Sellers if there is in effect a final non-appealable Order or any other action of a Governmental Entity of competent jurisdiction permanently restraining, enjoining or otherwise prohibiting the consummation of the Transaction, it being agreed that the Parties will promptly appeal any adverse determination which is not non-appealable and use their respective reasonable best efforts to pursue such appeal unless and until this Agreement is terminated pursuant to this Section 10.1;

(f) by the Purchaser or the Sellers, upon a final and non-appealable denial by the applicable Governmental Entity of a material regulatory approval required for consummation of the Transaction;

(g) by written notice from the Purchaser to the Sellers in the event that the Bankruptcy Court has not entered the Sale Order, in form and substance satisfactory to the Purchaser in its sole discretion, on or before May 11, 2020; or

(h) by the Purchaser or the Sellers, if the Sellers execute a definitive agreement with a Third Party for the acquisition of all or substantially all the Purchased Assets.

The Party desiring to terminate this Agreement pursuant to this Section 10.1 (other than pursuant to Section 10.1(a)) shall give notice of such termination to the other Party in accordance with Section 11.1.

Section 10.2 Effect of Termination. In the event of termination of this Agreement pursuant to this Article X, this Agreement shall forthwith become void and there shall be no

liability on the part of any Party (or its partners, officers, directors or stockholders) to the other Parties to this Agreement except as provided in Section 3.3. The provisions of Sections 3.3, 6.5, 10.3, 11.1, 11.5, 11.7, and this Section 10.2 shall survive any termination hereof pursuant to Section 10.1.

**Section 10.3 Exclusive Remedies.** Except as specifically set forth in this Agreement, effective as of Closing, the Purchaser waives irrevocably any rights and Claims that Purchaser may have against the Sellers, whether in law or in equity, relating to (i) any breach of representation, warranty, covenant or agreement contained herein and occurring on or prior to the Closing, or (ii) the Purchased Assets, Assumed Liabilities or the GenCanna Business or the Bankruptcy Cases. The Parties acknowledge and agree that if this Agreement is terminated pursuant to Section 10.1, the provisions of Sections 3.3 and 10.3 shall be the sole and exclusive remedies. None of the Parties shall under any circumstances be liable to any other Party for any consequential, exemplary, special, incidental or punitive damages claimed under the terms of this Agreement, including loss of revenue, or income, cost of capital, or loss of business reputation or opportunity.

## **ARTICLE XI MISCELLANEOUS PROVISIONS**

**Section 11.1 Notices.** All notices, communications and deliveries hereunder shall be made in writing signed by or on behalf of the Party making the same, shall specify the Section pursuant to which it is given or being made, and shall be delivered personally, via next day courier or registered or certified mail (with evidence of delivery and postage and other fees prepaid) or via email (with written confirmation of transmission) as follows:

To the Purchaser:

GenCanna Acquisition Corp.  
c/o MGG Investment Group LP  
One Penn Plaza, 53<sup>rd</sup> Floor  
New York, NY 10119  
Attention: Patrick Flynn; Mier Wang  
Email: pflynn@mgginv.com;  
mwang@mgginv.com

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

Schulte Roth & Zabel LLP  
919 Third Avenue  
New York, NY 10022  
Attention: Adam Harris; Andrew Fadale  
Email: Adam.Harris@srz.com;  
Andrew.Fadale@srz.com

To the Sellers:

GenCanna Global, Inc.  
321 Venable Road  
Winchester, KY 40391  
Attention: Gary Broadbent  
Email: gary.broadbent@gencanna.com

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

Benesch, Friedlander, Coplan & Aronoff LLP  
200 Public Square, Suite 2300  
Cleveland, OH 44114  
Attention: Gregg Eisenberg  
Email: geisenberg@beneschlaw.com

or to such other representative or at such other address of a party as such party may furnish to the other party in writing. Any such notice, communication or delivery shall be deemed given or made (a) on the date of delivery, if delivered in person, (b) on the first Business Day following delivery to an overnight courier service, (c) on the fifth Business Day following it being mailed by registered or certified mail, or (d) upon receipt of written confirmation of transmission, if sent via email.

Section 11.2 Schedules and Exhibits. The Schedules and Exhibits, as may be amended in a manner acceptable to Purchaser in its sole discretion, are hereby incorporated into this Agreement and are hereby made a part hereof as if set out in full herein.

Section 11.3 Assignment; Successors in Interest. No assignment or transfer by any Party of such Party's rights and obligations hereunder shall be made except with the prior written consent of the other Party; provided that the Purchaser shall, without the obligation to obtain the prior written consent of the other Party, be entitled to assign this Agreement or all or any part of its rights or obligations hereunder to one or more Affiliates of the Purchaser; provided further that the Purchaser shall remain obligated and liable pursuant to the Agreement. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns, and any reference to a Party shall also be a reference to the successors and permitted assigns thereof.

Section 11.4 Captions. The titles, captions and table of contents contained herein are inserted herein only as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

Section 11.5 Controlling Law; Amendment; Venue. This Agreement shall be governed by and construed and enforced in accordance with the internal Laws of the State of Delaware and any applicable provisions of the Bankruptcy Code, without regard to the principles of conflicts of law that would provide for the application of another law. This Agreement may not be amended, modified or supplemented except by written agreement of the Parties. Any suit, action, claim or proceeding arising out of or relating to this Agreement or the Transactions (the "Related Proceedings") shall be brought in the Bankruptcy Court, and each of the Parties irrevocably submits to the exclusive jurisdiction of the Bankruptcy Court in any Related Proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all Related Proceedings shall be heard and determined only in the Bankruptcy Court and agrees not to bring any Related Proceeding in any other court.

Section 11.6 Waiver of Jury Trial. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL

PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS.

Section 11.7 Severability. Any provision hereof that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Upon determination that any provision is prohibited or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the Transactions are consummated as contemplated as of the date hereof to the greatest extent possible. To the extent permitted by Law, each Party hereby waives any provision of law that renders any such provision prohibited or unenforceable in any respect.

Section 11.8 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, will be deemed to constitute one and the same agreement. In the event that any signature to this Agreement is delivered by facsimile transmission or by e-mail delivery of a portable document format (.pdf or similar format) data file, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof.

Section 11.9 Enforcement of Certain Rights. Nothing expressed or implied herein is intended, or shall be construed, to confer upon or give any Person other than the Parties, and their successors or permitted assigns, any right, remedy, obligation or liability under or by reason of this Agreement, or result in such Person being deemed a third-party beneficiary hereof.

Section 11.10 Waiver. Any agreement on the part of a Party to any extension or waiver of any provision hereof shall be valid only if set forth in an instrument in writing signed on behalf of such Party. A waiver by a Party of the performance of any covenant, agreement, obligation, condition, representation or warranty shall not be construed as a waiver of any other covenant, agreement, obligation, condition, representation or warranty. A waiver by any Party of the performance of any act shall not constitute a waiver of the performance of any other act or an identical act required to be performed at a later time.

Section 11.11 Integration. This Agreement and the documents executed pursuant hereto represent the entire understanding and agreement between the Parties with respect to the subject matter hereto and thereto, and supersede all negotiations, agreements and understandings among the Parties with respect to the subject matter hereof (except for that certain Confidentiality Agreement, dated as of January 28, 2019, by and between the Purchaser and the Sellers, which shall continue in full force and effect) and constitute the entire agreement among the Parties with respect thereto.

Section 11.12 Compliance with Bulk Sales Laws. Each Party hereby waives compliance by the Parties with the “bulk sales,” “bulk transfers” or similar Laws and all other similar Laws in all applicable jurisdictions in respect of the Transactions.

Section 11.13 Cooperation Following the Closing. The Parties hereto will from time to time do and perform such additional acts and deliver such additional documents and instruments as may be required by applicable Law or as may be reasonably requested by any party to establish, maintain or protect such party's rights and remedies or to effect the intents and purposes of this Agreement or the other documents executed in connection with the transaction contemplated herein.

Section 11.14 Expenses. Except as otherwise expressly provided herein, (a) the Purchaser shall pay its own fees, costs and expenses incurred in connection herewith and the Transactions, including the fees, costs and expenses of its financial advisors, accountants and counsel, and (b) the Sellers shall pay the fees, costs and expenses of the Sellers incurred in connection herewith and the Transactions, including the fees, costs and expenses of their financial advisors, accountants and counsel.

Section 11.15 "AS IS" TRANSACTION. PURCHASER HEREBY ACKNOWLEDGES AND AGREES THAT, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN (INCLUDING IN ARTICLE IV HEREOF, BUT AS OTHERWISE LIMITED HEREBY), SELLERS MAKE NO (AND SELLERS EXPRESSLY DISCLAIM AND NEGATE ANY) REPRESENTATIONS OR WARRANTIES OF ANY KIND, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, WITH RESPECT TO THE GENCANNA BUSINESS, THE OPERATION OR CONTINUED OPERATION OF THE GENCANNA BUSINESS, THE PURCHASED ASSETS OR ANY OTHER MATTER WHATSOEVER, INCLUDING INCOME TO BE DERIVED OR EXPENSES TO BE INCURRED IN CONNECTION WITH THE GENCANNA BUSINESS OR THE PURCHASED ASSETS, THE PHYSICAL CONDITION OF ANY PART OF THE PURCHASED ASSETS, THE ENVIRONMENTAL CONDITION OR OTHER MATTER RELATING TO THE PHYSICAL CONDITION OF ANY LEASED REAL PROPERTY LOCATION, THE ZONING OF ANY SUCH LEASED REAL PROPERTY LOCATION, THE VALUE OF THE GENCANNA BUSINESS OR THE PURCHASED ASSETS (OR ANY PORTION THEREOF), THE TRANSFERABILITY OF THE PURCHASED ASSETS, THE TERMS, AMOUNT, VALIDITY OR ENFORCEABILITY OF ANY ASSUMED LIABILITIES, THE FUTURE RELATIONSHIP OR STABILITY OF THE CUSTOMERS OR VENDORS OF THE GENCANNA BUSINESS OR OF THE TRANSFERRED EMPLOYEES, THE TITLE OF THE PURCHASED ASSETS (OR ANY PORTION THEREOF), THE MERCHANTABILITY OR FITNESS OF THE PURCHASED ASSETS FOR ANY PARTICULAR PURPOSE, OR ANY OTHER MATTER OR THING RELATING TO THE PURCHASED ASSETS OR THE GENCANNA BUSINESS OR ANY PORTION THEREOF. WITHOUT IN ANY WAY LIMITING THE FOREGOING, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN (INCLUDING IN ARTICLE IV HEREOF, BUT AS OTHERWISE LIMITED HEREBY), SELLERS HEREBY DISCLAIM ANY WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AS TO ANY PORTION OF THE PURCHASED ASSETS. PURCHASER FURTHER ACKNOWLEDGES THAT EXCEPT FOR ANY REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH HEREIN (INCLUDING IN ARTICLE IV HEREOF, BUT AS OTHERWISE LIMITED HEREBY), SUBJECT TO PURCHASER'S RIGHTS UNDER THIS AGREEMENT, PURCHASER WILL ACCEPT THE PURCHASED ASSETS AT THE CLOSING "AS IS," "WHERE IS," AND "WITH ALL FAULTS" AND WITHOUT RECOURSE AGAINST SELLERS.



**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be duly executed, as of the date first above written.

**GENCANNA ACQUISITION CORP.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**GENCANNA GLOBAL, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**HEMP KENTUCKY LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**GENCANNA GLOBAL USA, INC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

LIST OF EXHIBITS

Exhibit 6 Bidding Procedures

**LIST OF SCHEDULES**

Schedule 2.1(b)	Tangible Personal Property
Schedule 2.1(o)	Other Purchased Assets
Schedule 2.2(k)	Other Excluded Assets
Schedule 3.2	Allocation of Purchase Price
Schedule 4.3(a)	Owned Real Property Locations
Schedule 4.3(b)	Leased Real Property Locations
Schedule 4.5	Employee Agreements
Schedule 4.7	Insurance Policies
Schedule 4.8	Legal Proceedings
Schedule 4.9	Intellectual Property
Schedule 4.13(a)	Licenses
Schedule 4.13(b)	Financial Assurances
Schedule 4.15	Accounts Receivable
Schedule 4.16	Inventory
Schedule 4.17(a)	Material Customers
Schedule 4.17(b)	Material Suppliers
Schedule 4.18(b)	Warranty Obligations
Schedule 4.20	Absence of Certain Changes
Schedule 6.7(a)	Assignable Contracts

**Exhibit 6.6 Bidding Procedures**

**[To be updated per Bidding Procedures Order]**

UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF KENTUCKY  
LEXINGTON DIVISION

<p>In re:</p> <p>GenCanna Global USA, Inc., <i>et al.</i>,<sup>1</sup></p> <p style="padding-left: 40px;">Debtors.</p>	<p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p>	<p>Chapter 11</p> <p>Case No. 20-50133-grs</p> <p>(Jointly Administered)</p> <p>Honorable Gregory R. Schaaf</p>
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**ORDER APPROVING BIDDING PROCEDURES IN CONNECTION WITH THE DEBTORS’ BIDDING PROCESS AND GRANTING RELATED RELIEF**

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Upon the *Debtors’ Motion for Entry of an Order (I) Approving Bidding Procedures in Connection with the Debtors’ Proposed Bidding Process; (II) Approving the Transaction Ultimately Selected as the Highest and Best Alternative Through the Bidding Process, Including a Possible Sale of Assets Free and Clear of Liens, Claims and Encumbrances; and (III) Granting Related Relief* (the “Motion”);<sup>2</sup> the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334; consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b)(2); venue being proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having reviewed the Motion and having held a hearing in respect thereof on March 4, 2020; and it appearing that the relief requested in the Motion is in the best interests of the Debtors’ estates, their creditors, and other

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<sup>1</sup> The Debtors in these chapter 11 bankruptcy cases are (with the last four digits of their federal tax identification numbers in parentheses): GenCanna Global USA, Inc. (0251); GenCanna Global, Inc. (N/A); and Hemp Kentucky LLC (0816).

<sup>2</sup> All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Motion or the Bidding Procedures, as applicable.

parties in interest; and the Debtors having provided adequate and appropriate notice of the Motion under the circumstances; and after due deliberation and sufficient cause appearing therefor;

THE COURT HEREBY FINDS THAT:

A. To the extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

B. This Court has jurisdiction over the Motion pursuant to 28 U.S.C. §§ 157 and 1334. This proceeding is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper in this district and in this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

C. Good and sufficient notice of the Motion, the Bidding Procedures, and the relief sought in the Motion has been given under the circumstances, and no other or further notice is required except as set forth herein. A reasonable opportunity to object or be heard regarding the relief provided herein has been afforded to all parties in interest.

D. The bases for relief requested in the Motion are: (i) sections 363, 365, 503 and 507 of the Bankruptcy Code, 11 U.S.C. §§ 101 *et seq.* (the "Bankruptcy Code"); (ii) Rules 2002(a)(2), 6004, 6006, and 9007 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"); and (iii) Rule 6004-1 of the Local Rules of Bankruptcy Practice and Procedures of the United States Bankruptcy Court for the Eastern District of Kentucky (the "Local Rules").

E. The Debtors have articulated good and sufficient business reasons for this Court to grant the relief requested in the Motion, as modified by this Order, including, without limitation, to approve the Bidding Procedures. Such good and sufficient business justification, which was set forth in the Motion and on the record at the hearing, are incorporated herein by reference and, *inter alia*, form the basis for the Court's findings of fact and conclusions of law herein.

IT IS HEREBY ORDERED THAT:

1. The Motion is granted as provided herein.
2. Except as specifically set forth in paragraph 23 hereof, all objections to the relief requested in the Motion that have not been withdrawn, waived or settled as announced to this Court at the hearing on the Motion or by stipulation filed with the Court, are overruled.
3. The Bidding Procedures attached hereto as **Exhibit 1** are hereby approved, and shall govern all aspects of the Bidding Process, including the submission of bids and proceedings relating to the efforts of the Debtors, with the assistance of Jefferies and the Debtors' other advisors, to investigate all available transaction alternatives to maximize value in these cases.
4. The Debtors, in consultation with the DIP Secured Parties, the Prepetition Secured Parties, the Committee and the Office of the United States Trustee (the "Consultation Parties"), may modify the Bid Procedures as they deem necessary or appropriate to facilitate the Bidding Process. Notice of any material modifications must be filed with the Court as soon as practicable, and parties in interest shall be entitled to object to any such material modifications.
5. The Debtors are hereby authorized, but not directed, with the consent of each of the Consultation Parties, to designate a Stalking Horse and to offer such Stalking Horse any or all of the Stalking Horse Protections as the Debtors deem necessary or appropriate in their business judgment ("Stalking Horse Designation"). A Stalking Horse Designation can be made by the Debtors at any time during the Bidding Process, but in no event later than the Stalking Horse Designation Deadline, before which time the Debtors shall file a notice of any such designation with the Bankruptcy Court. If a Stalking Horse Designation is made with the consent of the Consultation Parties, the Court reserves the right to consider the reasonableness of such designation at the Transaction Hearing. In addition, if the Debtors choose to make a Stalking

Horse Designation, and a Consultation Party does not consent to such designation, then the Debtors may request by motion that this Court approve its Stalking Horse Designation and seek an expedited hearing in respect thereof, subject to any objections thereto.

6. Within five (5) days after entry of the Bidding Procedures Order, the Debtors shall serve a notice of the entry of this Bidding Procedures Order and a copy of this Bidding Procedures Order on the core service list maintained by the Debtors' claims and noticing agent, which includes all parties who have appeared in these Cases to date, and on all Potential Transaction Counterparties identified by Jefferies who have not already declined participation in the process. The Debtors shall also cause a copy of this Bidding Procedures Order to be posted in the Data Room.

7. Within seven (7) business days of entry of this Bidding Procedures Order, the Debtors will send a notice of the entry of this Bidding Procedures Order, with all applicable deadlines set by this Bidding Procedures Order listed in the notice itself, to all other parties in the Debtors' consolidated mailing matrix.

8. In addition, no later than April 1, 2020, the Debtors will (a) publish a notice of sale one time in *The New York Times* (national edition), as well as one time in a local newspaper and/or one time in an industry publication, as determined by the Debtors and their advisors, and (b) mail a copy of the same notice of sale by first-class mail to all of the Debtors' creditors that have filed proofs of claim in these Cases or whose claims are listed by the Debtors in their schedules of liabilities (to the extent such parties did not already receive the notice described in paragraph 7 above) and (c) publish the notice of sale on the Debtors' website hosted by Epiq Corporate Restructuring, LLC ("Epiq"). The notice shall provide that any party that wishes to obtain a copy of this Motion or the Bid Procedures Order may do so by making such a request in writing to Epiq

at:

GenCanna Global, Inc.  
c/o Epiq Corporate Restructuring LLC  
PO Box 4419  
Beaverton, OR 97076-4419

or by accessing the Epiq website at <https://dm.epiq11.com/GenCanna>.

9. On or before April 1, 2020, the Debtors shall file an Assumption Notice that identifies the Proposed Cure Amounts. The Debtors shall promptly serve the Assumption Notice on the counterparties to the contracts and leases listed thereon, and such counterparties shall have **14 days from the date of service** of the Assumption Notice to file a written objection with the Bankruptcy Court to the Proposed Cure Amount (“Cure Objection”). Any party who fails to timely file a Cure Objection shall be forever barred from objecting to the Proposed Cure Amounts or from challenging the sufficiency of such amounts on any basis. Furthermore, such party shall be deemed to have consented to the Proposed Cure Amounts. All other objections to assumption and assignment of a particular contract or lease (i.e., those objections that are **not** based on a cure amount) are reserved for consideration at the Transaction Hearing, and are subject to the selection of the Successful Bid(s) and Backup Bid.

10. The deadline for submitting a final and binding Bid in accordance with the Bidding Procedures is no later than **5:00 p.m. (EST) on April 17, 2020**.

11. If more than one Qualified Bid is timely received, the Debtors will conduct an auction on **April 20, 2020 at 10:00 a.m. (EST)** (the “Auction Date”) at the offices of Debtors’ counsel located at 300 West Vine Street, Suite 1200, Lexington, Kentucky 40507, or such other location as may be determined by the Debtors and communicated to Qualified Bidders.

12. Any objections to the proposed transaction contemplated by the Successful Bid(s) and/or the Backup Bid (other than objections to proposed cure amounts for contracts or leases to

be assumed and assigned) shall be filed with the Bankruptcy Court and served so as to be received no later than **11:59 p.m. (Eastern Time) on April 21, 2020** (the "Transaction Objection Deadline") on (a) the United States Trustee; (b) counsel to the Debtors, Benesch, Friedlander, Coplan & Aronoff, LLP, 222 Delaware Avenue, Suite 801, Wilmington, Delaware 19801 (Attn: Michael Barrie and Jennifer Hoover), Benesch, Friedlander, Coplan & Aronoff, LLP, 200 Public Square, Suite 2300, Cleveland, OH 44114 (Attn: Elliot Smith), and Dentons, 3500 PNC Tower, 101 South Fifth Street, Louisville, Kentucky, 40202 (Attn: James R. Irving); (c) counsel to the Committee; (d) counsel to the DIP Secured Parties and the Prepetition Secured Parties,<sup>3</sup> Schulte Roth & Zabel LLP, 919 Third Avenue, New York, New York 10022 (Attn: Adam C. Harris, Esq. and Kristine Manoukian, Esq.); and (e) counsel to any Stalking Horse (collectively, the "Notice Parties").

13. A final hearing in respect of the Successful Bid(s) and Backup Bid will be conducted by the Bankruptcy Court on a date to be set by further order of the Bankruptcy Court (the "Transaction Hearing").

14. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Bidding Procedures Order.

15. Notwithstanding anything to the contrary contained in this Bidding Procedures Order or otherwise, any right of the DIP Secured Parties and/or the Prepetition Secured Parties to consent to the sale of any portion of their collateral, including, without limitation, any assets on

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<sup>3</sup> For the purposes of this Order, "DIP Secured Parties" and "Prepetition Secured Parties" shall have the meanings ascribed to such terms in the *Interim Order Pursuant to 11 U.S.C. §§ 105, 361, 362, 363, 364, 503, and 507 (I) Authorizing the Debtors to Obtain Senior Secured Superpriority Postpetition Financing; (II) Granting (A) Liens and Superpriority Administrative Expense Claims and (B) Adequate Protection to Prepetition Lenders; (III) Authorizing Use of Cash Collateral; (IV) Modifying the Automatic Stay; (V) Scheduling a Final Hearing; and (VI) Granting Related Relief* [Docket No. 82] (as may be amended, modified, or supplemented in accordance therewith and any final order authorizing the Debtors to obtain postpetition financing, the "Interim DIP Order").

terms and conditions acceptable to the DIP Secured Parties and/or the Prepetition Secured Parties (as applicable) are hereby expressly preserved and not modified, waived or impaired in any way by the Bidding Procedures or this Bidding Procedures Order. For the avoidance of doubt, nothing in this Bidding Procedures Order or the Bidding Procedures shall amend, modify, or impair any provision of the Interim DIP Order or any final order approving such financing, or the rights of the Debtors, the Committee, the DIP Secured Parties or the Prepetition Secured Parties.

16. The failure to include or reference a particular provision of the Bidding Procedures specifically in this Bidding Procedures Order shall not diminish or impair the effectiveness or enforceability of such provision.

17. In the event of any inconsistencies between this Bidding Procedures Order, any asset purchase agreement, the Motion and/or the Bidding Procedures, this Bidding Procedures Order shall govern in all respects.

18. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

19. Notwithstanding Bankruptcy Rule 6004 or otherwise, this Bidding Procedures Order shall be effective and enforceable immediately upon entry and its provisions shall be self-executing.

20. This Bankruptcy Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Bidding Procedures Order.

21. Any right of the Prepetition Secured Parties to credit bid pursuant to section 363(k) of the Bankruptcy Code shall be subject to the challenge rights of the Committee as provided for in the Interim DIP Order and any final order approving the Debtors' postpetition financing facility.

22. All parties in interest reserve their rights to object to the approval of the transaction selected as the Successful Bid and/or the Backup Bid.

23. Notwithstanding anything to the contrary herein, the dates and deadlines approved herein, and set forth in the Bidding Procedures, are only tentative dates that are subject to change in the event that the Milestones are extended in conjunction with the Court's consideration of the Debtors' request for an order approving the relief granted in the Interim DIP Order on a final basis. All objections to the Milestones that were timely filed by the February 28, 2020 objection deadline are preserved and shall be heard at the final hearing in respect of the DIP financing.

Tendered by:

/s/ James R. Irving  
James R. Irving  
DENTONS BINGHAM GREENEBAUM LLP  
3500 PNC Tower  
101 South Fifth Street  
Louisville, Kentucky 40202  
Telephone: (502) 587-3606  
Facsimile: (502) 587-3695  
Email: james.irving@dentons.com  
*Proposed Counsel to the Debtors*

Seen and Agreed:

/s/ Taft A. McKinstry  
FOWLER BELL PLLC  
300 West Vine Street, Suite 600  
Lexington, Kentucky 40507  
Telephone: (859) 252-6700  
E-mail: TMcKinstry@fowlerlaw.com  
*Counsel to MGG Investment Group LP*

-and-

/s/ Laura Day DelCotto  
DELCOTTO LAW GROUP PLLC  
200 North Upper Street  
Lexington, Kentucky 40507  
Telephone: (859) 231-5800  
E-mail: ldelcotto@dlgfir.com  
*Proposed Counsel to the Committee*

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**The affixing of this Court's electronic seal below is proof this document has been signed by the Judge and electronically entered by the Clerk in the official record of this case.**



**Signed By:**  
***Gregory R. Schaaf***  
**Bankruptcy Judge**  
**Dated: Friday, March 6, 2020**  
**(grs)**

**Exhibit 1**

**Bidding Procedures**

UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF KENTUCKY  
LEXINGTON DIVISION

	)	
In re:	)	Chapter 11
	)	
GenCanna Global USA, Inc., <i>et al.</i> , <sup>4</sup>	)	Case No. 20-50133-grs
	)	
Debtors.	)	(Jointly Administered)
	)	
	)	Honorable Gregory R. Schaaf

**BIDDING PROCEDURES FOR DEBTORS' ASSETS**

On January 24, 2020, Pinnacle, Inc., Crawford Sales, Inc., and Integrity / Architecture, PLLC filed an involuntary petition under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (the "Bankruptcy Code") in the United States Bankruptcy Court for the Eastern District of Kentucky (the "Court") against GenCanna Global USA, Inc. (the "Alleged Debtor"). On February 5, 2020, the Debtors GenCanna Global, Inc. and Hemp Kentucky LLC filed with the Court voluntary chapter 11 petitions for relief under the Bankruptcy Code. On February 6, 2020, the Alleged Debtor consented to the involuntary petition for relief under chapter 11 of the Bankruptcy Code that was filed with the Court, and the Court subsequently entered the order for relief under chapter 11 of the Bankruptcy Code with respect to the Alleged Debtor.

On February [ ], 2020, the Court entered an order approving these bidding procedures [Docket No. [ ]] (these "Bidding Procedures," and such order, the "Bidding Procedures Order"). The Court will have jurisdiction with respect to any dispute that may arise with respect to these Bidding Procedures.

These Bidding Procedures set forth the process (the "Bidding Process") by which the Debtors are authorized to conduct an auction for the sale (the "Sale") of their assets (the "Auction") pursuant to section 363 of the Bankruptcy Code, a chapter 11 plan, or otherwise, to determine the Successful Bidder(s) (as defined below), or a refinancing of the Debtors indebtedness (together, with any Sale, a "Proposed Transaction").

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<sup>4</sup> The Debtors in these chapter 11 bankruptcy cases are (with the last four digits of their federal tax identification numbers in parentheses): GenCanna Global USA, Inc. (0251); GenCanna Global, Inc. (N/A); and Hemp Kentucky LLC (0816).

### **Bidding Process**

A. **Due Diligence**: Upon execution of a confidentiality agreement, each potential bidder will receive a copy of the CIP and will be given access to the Data Room, and will be provided with various financial data and other relevant and confidential information, subject to the Debtors' right to exclude such access for competitive concerns. The Debtors, in consultation with the Consultation Parties (as defined below), reserve the right to determine whether a potential bidder should be provided a copy of the CIP and access to the Data Room based upon, among other things, a review of the financial capability of the potential bidder to consummate a transaction. Any such bidder who is provided a CIP and Data Room access shall be deemed an "Acceptable Bidder."

B. **Final Bid Deadline**: Any Acceptable Bidder that desires to make a proposal, solicitation, or offer (each a "Bid") shall submit such Bid so as to be **actually received** by Jefferies on or before **5:00 p.m. (EST) on April 17, 2020** (the "**Bid Deadline**").

C. **Qualified Bid Requirements**: The Debtors will determine, after consultation with the Consultation Parties (as defined below) and with the reasonable consent of the DIP Secured Parties and the Prepetition Secured Parties, and subject to the Bidding Procedures and the requirements set forth herein, whether a Bid is a qualified bid (a "**Qualified Bid**") and, ultimately, a successful bid. At minimum, to be a Qualified Bid, a Bid must be timely and submitted in writing with all required information and supporting documentation, and include the following (collectively, the "**Bid Requirements**"):

- a. a Bid for a sale transaction must include an executed asset purchase agreement (an "**APA**"), blacklined to show changes from the form APA, clearly setting forth (i) the proposed purchase price, and (ii) any conditions for closing, and stating that the Bid is irrevocable as set forth below;
- b. a Bid that requires the assumption and assignment of any executory contract or unexpired lease must identify with particularity each and every unexpired lease or executory contract (each, an "**Assumed Contract**") to be assumed and assigned, include an executed assumption and assignment agreement, and state that the bidder will be responsible for all cure costs;
- c. a Bid must identify the structure proposed for undertaking the Proposed Transaction, including, if the Proposed Transaction is a Sale, the specific assets of the Debtors being acquired and liabilities being assumed, the proposed steps to accomplish such acquisition, and any financial, legal, or tax considerations upon which the Bid's structure relies;
- d. if a Bid contemplates the Sale of less than all assets, the Bid must identify whether or not the bidder is willing to aggregate its Bid into any acceptable consolidated Bid with other potential bidders;
- e. a Bid must be final and binding, and shall not be contingent upon any further due diligence investigation, any material adverse change, the receipt of financing, or approval by any board of directors, shareholders, or other entity;

- f. a Bid must include evidence, including financial statements (or such other form of financial disclosure and credit-quality support or enhancement reasonably acceptable to the Debtors in consultation with the Consultation Parties (as defined below)) sufficient to establish the financial wherewithal of the interested party to complete the contemplated transactions and, to the extent the interested party will rely upon the financial wherewithal of an affiliate, bid partner, or other sponsor (whether because the party is a newly-formed entity or otherwise (each, a “Sponsor”), evidence sufficient to establish the financial wherewithal and intent of the Sponsor to provide appropriate financial support;
- g. a Bid must contain financial and/or other information that will allow the Debtors, in consultation with the Consultation Parties (as defined below), to make a reasonable determination as to the bidder’s financial and other capabilities to provide adequate assurance of future performance under section 365 of the Bankruptcy Code in a form requested by the Debtors to allow the Debtors to serve on counterparties to any contracts or leases being assigned in connection with the proposed sale that have requested, in writing, such information;
- h. a Bid must disclose the identity of the bidder’s organization and principals;
- i. a Bid must include an acknowledgement and representation that the bidder (a) has relied solely upon its own independent review, investigation and/or inspection of any documents and/or assets to be acquired and liabilities to be assumed in making its bid; (b) did not rely upon any written or oral statements, representations, promises, warranties, or guaranties whatsoever, whether express or implied (by operation of law or otherwise), regarding any assets to be acquired or liabilities to be assumed or the completeness of any information provided in connection therewith, including by the Debtors, their professionals or any of their respective professionals and advisors, except as expressly stated in the APA or other transaction documentation; (c) is a sophisticated party capable of making its own assessments in respect of making its Bid; and (d) has had the benefit of independent legal advice in connection with its Bid;
- j. a Bid must contain full details of the proposed number of employees of the Debtors who will become employees of the bidder and the proposed terms and conditions of employment to be offered to those employees;
- k. a Bid must (a) include an acknowledgement and representation that the bidder will assume the obligations of each of the Debtors under all executory contracts, unexpired leases, and licenses proposed to be assigned; (b) contains the bidder’s agreement to pay all related cure costs; and (c) indicate which of these executory contracts, unexpired leases, and licenses, if any, the bidder must be permitted to assume as a condition of closing (for the avoidance of doubt, the Successful Bidder will be responsible for paying all cure costs for an assumed and assigned executory contract or lease);
- l. a Bid must provide for closing of the transaction no later than May 1, 2020;

- m. a Bid must include evidence of authorization and approval from the Bidder's board of directors (or comparable governing body) with respect to the submission, execution, delivery, and closing of the transaction;
- n. a Bid for a sale transaction must include a cashier's check or be accompanied by a wire transfer payable or delivered to the Debtors, their counsel, or other agreed upon escrow agent, in an amount equal to ten percent (10%) of the total purchase price in the APA (excluding any value associated with assumed liabilities, leases or contracts; the "Deposit");
- o. a Bid must disclose any agreements or understandings between the bidder and any third party with respect to the assets to be acquire or with respect to any possible transaction involving the Debtors.
- p. a Bid must acknowledge in writing (a) that the bidder has not engaged in any collusion with respect to any Bids, specifying that it did not agree with any bidder or potential bidders to control price; and (b) that the bidder agrees not to engage in any collusion with respect to any Bids, the Auction, or any Proposed Transaction;
- q. a Bid must constitute a good faith, *bona fide* offer to consummate a Proposed Transaction; and
- r. a Bid must submit the bidder to the jurisdiction of the Court and waive any right to a jury trial in connection with any disputes relating to the Debtors' qualification of Bids, the Auction, the construction and enforcement of these Bidding Procedures, and the Proposed Transaction documents and the closing, as applicable.

D. **Evaluation of Qualified Bids:** The Debtors will determine the sufficiency of any submitted Bid, after consultation with the Consultation Parties, and they reserve the right to consider late Bids in their discretion and to waive any of the requirements for a Bid to be a Qualified Bid in consultation with the Consultation Parties. The Debtors shall as promptly as practicable notify bidders of their selection as a qualified bidder (each a "Qualified Bidder") and that their Bid is a "Qualified Bid."

E. **Stalking Horse Bids:** The Debtors reserve the right, with the consent of the Consultation Parties, to enter into an agreement with a stalking horse (a "Stalking Horse") and provide such Stalking Horse with certain stalking horse protections the "Stalking Horse Protections"). The Debtors are under no obligation, however, to choose a Stalking Horse or to offer any of the Stalking Horse Protections.

If the Debtors identify a Stalking Horse, the Debtors will file a notice with the Court and serve such notice on all other Qualified Bidders identifying the Stalking Horse and the terms of the Stalking Horse Bid, including any Stalking Horse Protections that have been agreed to, by the Stalking Horse Designation Deadline. If a Stalking Horse Designation is made with the consent of the Consultation Parties, the Court reserves the right to consider the reasonableness of such designation at the final hearing in respect of the Successful Bidder transaction. In the absence of obtaining the consent of the Consultation Parties, if the Debtors seek to designate a Stalking Horse

and grant Stalking Horse Protections, the Debtors shall be entitled to file an expedited motion for such authority, and to seek an expedited hearing in respect thereof.

F. **The Auction:** If more than one Qualified Bid is received, an auction may be conducted on **April 20, 2020 at 10:00 a.m. (EST)** (the "**Auction Date**") at the offices of Debtors' counsel, or such other location as may be determined by the Debtors and communicated to Qualified Bidders. Qualified Bidders at the Auction will be informed of the terms of the previous Bids made by other Qualified Bidders, including the identity of the Qualified Bid that the Debtors determine is the highest or best Bid received by the Bid Deadline. Each Qualified Bidder at the Auction shall confirm that it has not engaged in any collusion with regard to the bidding or any sale of assets to be acquired. Any assets to be acquired shall be sold free and clear of all liens, claims, and encumbrances to the fullest extent allowed under section 363(f) of the Bankruptcy Code.

G. **Auction Procedures:** At the auction, the Debtors reserve the right to disclose procedures that will govern the conduct of the auction, including any minimum overbid requirements. The Debtors reserve the right to modify such procedures in any way, subject to the reasonable consent of the Consultation Parties. The auction may be adjourned or cancelled as the Debtors, after consultation with the Consultation Parties, deem appropriate. Reasonable notice of such adjournment and the time and place for the resumption of the auction or cancellation shall be given to all participants.

H. **Selection of Successful Bid(s):** At the conclusion of the auction, and subject to Court approval following the auction, the successful Bid or Bids (the "**Successful Bid(s)**," and, the bidder(s) who made such Successful Bid(s), the "**Successful Bidder(s)**") shall be selected and announced by the Debtors in consultation with the Consultation Parties. The Debtors also reserve the right to select a successful backup Bid in their sole discretion (the "**Backup Bid**"). As soon as practicable thereafter, the Debtors shall file with the Bankruptcy Court a notice of the Successful Bid(s) and the Backup Bid. The Successful Bid(s) and the Backup Bid are binding upon the bidders who made them, and such parties shall be obligated to close such transactions subject to approval of the transaction by the Bankruptcy Court (and in the case of the Backup Bid, only in the event the Successful Bid(s) fail to close).

I. **Backup Bid:** If the Successful Bidder(s) fails to consummate the transaction, breaches the APA or other applicable transaction documents, or otherwise fails to perform, upon consultation with the Consultation Parties, the Debtors may consummate the proposed transaction with the Backup Bidder, in their sole discretion and without the need for further Court approval.

J. **Right to Credit Bid:** Any Qualified Bidder who has a valid and perfected lien on any of the Debtors' assets (a "**Secured Creditor**") shall have the right to credit bid all or a portion of such Secured Creditor's allowed secured claims pursuant to section 363(k) of the Bankruptcy Code; *provided*, that a Secured Creditor shall have the right to credit bid its claim only with respect to the collateral by which such Secured Creditor is secured; *provided*, that a credit bid shall not constitute a Qualified Bid if the Bid does not include a cash component sufficient to pay in full, in cash, all claims for which there are valid, perfected, and unavoidable liens on any of the assets included in such Bid that are senior in priority to those of the party seeking to credit bid (unless such senior lien holder consents to alternative treatment). Pursuant to the DIP Order, the DIP

Secured Parties have the right to credit bid some or all of their claims in the DIP Collateral (as defined in the DIP Order) to the extent permitted by section 363(k) of the Bankruptcy Code. Notwithstanding the foregoing, the right of the Prepetition Secured Parties to credit bid is subject to the Committee's challenge rights as set forth in the DIP Order.

K. **Transaction Hearing**: The hearing in respect of the Successful Bid(s) and Backup Bid (the "Transaction Hearing") will be conducted by the Bankruptcy Court on a date to be set by further order of the Bankruptcy Court. At the Transaction Hearing, the Debtors will request that the Court enter the order approving the transaction (the "Transaction Approval Order"). The Bankruptcy Court shall also determine: (a) any cure required under 11 U.S.C. § 365(b) if the affected landlord or contract party timely filed an objection to the Debtors' proposed cure of any unexpired lease or executory contract to be assumed and assigned, and (b) if applicable, whether the Debtors have demonstrated adequate assurance of future performance under 11 U.S.C. § 365.

L. **"As Is, Where Is"**: The proposed transfer of any of the Debtors' assets will be on an "as is, where is" basis and without representations or warranties of any kind, nature, or description by the Debtors, their agents, or estates, except to the extent set forth in the APA of the Successful Bidder(s) (or other applicable transaction documentation) as accepted by the Debtors and approved by the Court. Except as otherwise provided in the APA (or other applicable transaction documentation), all of the Debtors' rights, title, and interests in and to the assets will be transferred free and clear of all liens, claims, and encumbrances in accordance with section 363(f) of the Bankruptcy Code. All such liens, claims and encumbrances will attach to the net cash proceeds of the transaction.

By submitting a Bid, each bidder will be deemed to acknowledge and represent that it (a) has had an opportunity to conduct adequate due diligence regarding the Proposed Transaction prior to making its Bid; (b) has relied solely on its own independent review, investigation, and inspection of any document including, without limitation, executory contracts and unexpired leases, in making its Bid; and (c) did not rely on or receive from any party any written or oral statements, representations, promises, warranties, or guaranties whatsoever, whether express, implied by operation of law, or otherwise, with respect to the Proposed Transaction or the completeness of any information provided in connection with a Proposed Transaction or the Auction.

M. **Consultation Parties**: The term "Consultation Parties" shall mean (a) the DIP Secured Parties and the Prepetition Secured Parties,<sup>5</sup> and their counsel, (b) the official committee of unsecured creditors (the "Committee") and the Committee's counsel, and (c) the Office of the United States Trustee; *provided*, however, that the Office of the United States Trustee shall **only** be a Consultation Party for purposes of (i) the designation of any stalking horse and the granting of any stalking horse protections; and (ii) any material modification of these Bidding Procedures, and for no other purposes. For the avoidance of doubt, the Debtors are **not** required to consult

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<sup>5</sup> For the purposes of these Bidding Procedures, "DIP Secured Parties" and "Prepetition Secured Parties" shall have the meanings ascribed to such terms in the *Interim Order Pursuant to 11 U.S.C. §§ 105, 361, 362, 363, 364, 503, and 507 (I) Authorizing the Debtors to Obtain Senior Secured Superpriority Postpetition Financing; (II) Granting (A) Liens and Superpriority Administrative Expense Claims and (B) Adequate Protection to Prepetition Lenders; (III) Authorizing Use of Cash Collateral; (IV) Modifying the Automatic Stay; (V) Scheduling a Final Hearing; and (VI) Granting Related Relief* [Docket No. 82] (as may be amended, modified, or supplemented in accordance therewith and any final order authorizing the Debtors to obtain postpetition financing, the "Interim DIP Order").

with the Office of the United States Trustee regarding: (i) the decision to grant a particular bidder access to the Data Room or provide a particular bidder with a copy of the CIP; (ii) the determination or evaluation of a Qualified Bid; or (iii) the selection of any Successful Bid or Backup Bid. The Debtors shall consult with the Consultation Parties as required by these Bidding Procedures. Any failure to specifically identify consultation rights in any section of these Bidding Procedures shall not limit or otherwise impair the rights of the Consultation Parties to consult with the Debtors.

N. **Modification of Bid Procedures:** The Debtors reserve the right to modify the Bidding Procedures, in consultation with the Consultation Parties, to the extent the Debtors reasonably determine may be necessary to promote an efficient process. The Debtors shall file a notice of any material modifications, and parties in interest shall have the right object to the same.

O. **Damages for Failure to Close:** If the Successful Bidder(s) fail to consummate the transaction in accordance with the terms of its Successful Bid(s) and applicable APA: (a) the Debtors will retain the Deposit of such bidder, to the extent provided by the APA, and (b) the Debtors will maintain the right to pursue all available remedies against such bidder.

P. **Reservation of Rights:** Notwithstanding the Debtors' designation of a Stalking Horse and/or receipt of any Qualified Bids for any particular transaction, the Debtors may continue to negotiate and solicit Bids. The Debtors reserve the right, after consultation with the Consultation Parties, to enter into agreements for the sale of their assets or other transactions without further notice to any party, which agreements, if any, will be subject to higher or otherwise better Bids at the Auction. Formal approval of a Bid will not occur unless and until the Court enters an order approving and authorizing the Debtors to consummate the transaction.

The Debtors reserve the right to implement additional procedural rules, after consultation with the Consultation Parties, provided such additional rules are not inconsistent with these Bidding Procedures.

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**DISCLOSURE SCHEDULES**  
**TO THE**  
**ASSET PURCHASE AGREEMENT**  
**BY AND AMONG**  
**GENCANNA ACQUISITION CORP.**  
**AS PURCHASER,**  
**GENCANNA GLOBAL, INC.,**  
**HEMP KENTUCKY LLC,**  
**GENCANNA GLOBAL USA, INC.**  
**AS SELLERS**  
**AND**  
**DATED AS OF MAY 15, 2020**

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Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in that certain Asset Purchase Agreement, dated as of May \_\_\_, 2020 (the “Agreement”), by and between (i) GenCanna Acquisition Corp. (“Purchaser”), (ii) GenCanna Global, Inc., a Delaware corporation (“Parent”), (iii) Hemp Kentucky LLC, a Kentucky limited liability company (“Hemp Kentucky”), and (iv) GenCanna Global USA, Inc., a Delaware corporation (“GenCanna” and together with Parent and Hemp Kentucky, the “Sellers” and the “Debtors”).

Information set forth in these Schedules shall modify, supplement, qualify or limit the representations, covenants and agreements made in the Agreement, in each case, to the extent such representations, covenants and agreements include an express reference to a Schedule. The disclosure of any information shall not be deemed to constitute an acknowledgment that such information is required to be disclosed in connection with the representations and warranties made by the Sellers in the Agreement or that such information is material, nor shall such information be deemed to establish a standard of materiality, nor shall it be deemed an admission of any liability of, or concession as to any defense available to the Sellers.

Each numbered Schedule corresponds to the Section numbers in the Agreement; provided, that any information disclosed in any numbered Schedule shall be deemed to be disclosed and incorporated into any other numbered Schedule to the extent the information is disclosed with such reasonable specificity that its applicability to such other numbered Schedule is reasonably apparent on the face of the disclosure without investigation or reference to underlying documentation. Purchaser acknowledges that it has reviewed and has had the opportunity to make inquiries regarding the information contained in the Disclosure Schedules.

In disclosing the information herein, none of the Companies expressly waives any attorney-client privilege associated with such information or any protection afforded by the work-product doctrine with respect to any of the matters disclosed or discussed herein. The information in these Disclosure Schedules is being provided solely for the purpose of making the disclosures to Purchaser under the Agreement. The information set forth herein was not prepared or disclosed with a view to its disclosure to any Person other than the parties to the Agreement, and no Company assumes any responsibility for the accuracy thereof or otherwise to any Person not a party to the Agreement.

Any attachments to the Schedules form an integral part of the Schedules and are incorporated by reference as if set forth fully herein.

**Schedule 2.1(b)**  
**Fixed Asset Listing**

See attached.

Fixed Assets Register

Privileged and Confidential

ID	Name	Asset Description	Department	Location	Asset Type	Asset Account Number	Asset Depreciation Account Number	Depreciation Account	Asset Original Cost	Asset Current Cost	Current Net Book Value	Cumulative Depreciation as of March 2020	Cumulative Depreciation of Dec 2020	Last Depreciation Date	Last Depreciation Amount - March	Last Depreciation Amount - Feb	Last Depreciation Amount - Jan	Depreciation Method	Asset Lifetime	Asset Status	Supplier	Depreciation Start Date	Purchase Date	Period Convention	
FAM000367	4274 Colby LLC	4274 Colby LLC			BUILDINGS - 4274 Colby LLC - 12200020	Buildings - 42741201010	Accumulated Depreciation	833,409.86	833,409.86	586,697.88	246,711.98	241,369.61	3/31/2020	1,870.79	1,780.79	1,780.79	Straight Line	488	Depreciating		4/4/2019		12 months of 30 days each		
FAM000368	4682 Retail Store	1619 W Leveaux Ave. Winchester, KY 4039			BUILDINGS - 4682 Retail Store - 12200020	Buildings - 46821201010	Accumulated Depreciation	415,204.00	415,204.00	406,132.26	9,071.74	8,686.75	3/31/2020	1,045.47	1,045.47	1,045.47	Straight Line	488	Depreciating	Central Bank and Trust	5/17/2019		12 months of 30 days each		
FAM000369	Southernland Corridors & Hoop Houses 1,240 Sq Ft	Southernland Corridors & Hoop Houses 1,240 Sq Ft			Greenhouse-SouthernBUILDINGS - GenCanna Global 11200010	Buildings - Gen1201010	Accumulated Depreciation	9,362.00	9,362.00	9,162.00	200.00	140.00	3/31/2020	20.00	20.00	20.00	Straight Line	468	Depreciating	Kentucky Bank	6/1/2019		12 months of 30 days each		
FAM000370	Southernland Office 1,763 Sq Ft	Southernland Office 1,763 Sq Ft			Greenhouse-SouthernBUILDINGS - GenCanna Global 11200010	Buildings - Gen1201010	Accumulated Depreciation	167,485.00	167,485.00	163,960.30	3,524.70	2,508.09	3/31/2020	357.87	357.87	357.87	Straight Line	468	Depreciating	Kentucky Bank	6/1/2019		12 months of 30 days each		
FAM000371	Southernland Ship Building 3,332 Sq Ft	Southernland Ship Building 3,332 Sq Ft			Greenhouse-SouthernBUILDINGS - GenCanna Global 11200010	Buildings - Gen1201010	Accumulated Depreciation	82,800.00	82,800.00	81,030.80	1,769.20	1,288.92	3/31/2020	490.28	490.28	490.28	Straight Line	468	Depreciating	Kentucky Bank	6/1/2019		12 months of 30 days each		
FAM000372	Southernland Loading Dock Barn 2,780 Sq Ft	Southernland Loading Dock Barn 2,780 Sq Ft			Greenhouse-SouthernBUILDINGS - GenCanna Global 11200010	Buildings - Gen1201010	Accumulated Depreciation	118,150.00	118,150.00	115,420.00	2,730.00	1,747.22	3/31/2020	252.46	252.46	252.46	Straight Line	468	Depreciating	Kentucky Bank	6/1/2019		12 months of 30 days each		
FAM000373	Southernland Shed 1,440 Sq Ft	Southernland Shed 1,440 Sq Ft			Greenhouse-SouthernBUILDINGS - GenCanna Global 11200010	Buildings - Gen1201010	Accumulated Depreciation	32,400.00	32,400.00	31,707.70	692.30	484.61	3/31/2020	69.23	69.23	69.23	Straight Line	468	Depreciating	Kentucky Bank	6/1/2019		12 months of 30 days each		
FAM000374	Southernland Combination Barn 10,430 Sq Ft	Southernland Combination Barn 10,430 Sq Ft			Greenhouse-SouthernBUILDINGS - GenCanna Global 11200010	Buildings - Gen1201010	Accumulated Depreciation	208,600.00	208,600.00	204,142.70	4,457.30	3,120.11	3/31/2020	445.73	445.73	445.73	Straight Line	468	Depreciating	Kentucky Bank	6/1/2019		12 months of 30 days each		
FAM000375	Southernland Green House Range 2 - 41,244 Sq Ft	Southernland Green House Range 2 - 41,244 Sq Ft			Greenhouse-SouthernBUILDINGS - GenCanna Global 11200010	Buildings - Gen1201010	Accumulated Depreciation	489,278.00	489,278.00	478,054.70	10,454.70	7,318.29	3/31/2020	1,045.47	1,045.47	1,045.47	Straight Line	468	Depreciating	Kentucky Bank	6/1/2019		12 months of 30 days each		
FAM000376	Southernland Green House Range 1 - 28,770 Sq Ft	Southernland Green House Range 1 - 28,770 Sq Ft			Greenhouse-SouthernBUILDINGS - GenCanna Global 11200010	Buildings - Gen1201010	Accumulated Depreciation	301,749.00	301,749.00	295,301.40	6,447.60	4,513.32	3/31/2020	644.76	644.76	644.76	Straight Line	468	Depreciating	Kentucky Bank	6/1/2019		12 months of 30 days each		
FAM000377	Southernland Green House Range 3 - 42,620 Sq Ft	Southernland Green House Range 3 - 42,620 Sq Ft			Greenhouse-SouthernBUILDINGS - GenCanna Global 11200010	Buildings - Gen1201010	Accumulated Depreciation	710,070.00	710,070.00	694,897.60	15,172.40	10,620.68	3/31/2020	1,517.24	1,517.24	1,517.24	Straight Line	468	Depreciating	Kentucky Bank	6/1/2019		12 months of 30 days each		
FAM000378	Southernland Green House Range 4 - 26,880 Sq Ft	Southernland Green House Range 4 - 26,880 Sq Ft			Greenhouse-SouthernBUILDINGS - GenCanna Global 11200010	Buildings - Gen1201010	Accumulated Depreciation	322,317.00	322,317.00	315,429.90	6,887.10	4,687.71	3/31/2020	546.26	546.26	546.26	Straight Line	468	Depreciating	Kentucky Bank	6/1/2019		12 months of 30 days each		
FAM000379	Southernland Green House Range 3.5 - 4,320 Sq Ft	Southernland Green House Range 3.5 - 4,320 Sq Ft			Greenhouse-SouthernBUILDINGS - GenCanna Global 11200010	Buildings - Gen1201010	Accumulated Depreciation	33,830.00	33,830.00	33,107.60	722.90	506.03	3/31/2020	72.29	72.29	72.29	Straight Line	468	Depreciating	Kentucky Bank	6/1/2019		12 months of 30 days each		
FAM000378	Southernland Green House Range 5 - 23,840 Sq Ft	Southernland Green House Range 5 - 23,840 Sq Ft			Greenhouse-SouthernBUILDINGS - GenCanna Global 11200010	Buildings - Gen1201010	Accumulated Depreciation	183,887.00	183,887.00	179,957.80	3,929.20	2,750.44	3/31/2020	392.92	392.92	392.92	Straight Line	468	Depreciating	Kentucky Bank	6/1/2019		12 months of 30 days each		
FAM000379	Southernland Green House Range 6 - 51,000 Sq Ft	Southernland Green House Range 6 - 51,000 Sq Ft			Greenhouse-SouthernBUILDINGS - GenCanna Global 11200010	Buildings - Gen1201010	Accumulated Depreciation	547,351.00	547,351.00	553,270.90	-8,450.10	4,756.17	3/31/2020	1,208.01	1,208.01	1,208.01	Straight Line	468	Depreciating	Kentucky Bank	6/1/2019		12 months of 30 days each		
								4,473,688.86			324,495.58	295,818.13													
						TB 12/31/19 as of 04/13/20		4,473,688.86	(0.00)			295,818.13	(0.00)												
FAM000129	water bottle refilling stations at HRC	water bottle refilling stations at HRC	Administrative		Hemp Research CenEquipment Administrative - LIFE12201550	Equipment - Ad1201550	Accumulated Depreciation	3,002.87	3,002.87	2,615.06	387.81	312.75	3/31/2020	25.02	25.02	25.02	Straight Line	120	Depreciating	Global Industrial	12/14/2018	12/14/2018	12 months of 30 days each		
FAM000132	Fireing Legal Safe-in-A-Fire Proof, Impact resistant.	Fireing Legal Safe-in-A-Fire Proof, Impact resistant.	ImparFarming		Winchester Plaza : F Equipment Administrative - LIFE12201550	Equipment - Ad1201550	Accumulated Depreciation	3,699.00	3,699.00	3,282.79	416.21	323.72	3/31/2020	30.83	30.83	30.83	Straight Line	120	Depreciating	Amazon.com	3/14/2019	3/14/2019	12 months of 30 days each		
FAM000688	Lateral Fire-Resistant File Cabinet - 4 Drawer	Lateral Fire-Resistant File Cabinet - 4 Drawer	Administrative		HQ : Equipment Administrative - LIFE12201550	Equipment - Ad1201550	Accumulated Depreciation	2,995.00	2,995.00	2,595.64	399.36	249.60	3/31/2020	49.92	49.92	49.92	Straight Line	60	Depreciating	Uline	7/20/2019	7/20/2019	12 months of 30 days each		
FAM000682	LG TV & Bose Sound System MH00014778205	LG TV & Bose Sound System MH00014778205	Administrative		Dojo : Equipment Administrative - LIFE12201550	Equipment - Ad1201550	Accumulated Depreciation	6,193.97	6,193.97	5,161.67	1,032.30	516.15	3/31/2020	172.05	172.05	172.05	Straight Line	36	Depreciating	Corsonstone Protection	9/17/2019	9/17/2019	12 months of 30 days each		
								15,890.84			1,402.22														
						TB 12/31/19 as of 04/13/20		15,890.84			1,402.22														
								0.00			0.00														
FAM001036	Guards for forage harvester	Guards for forage harvester	Crop Processing		Hemp Research CenEquipment Crop Processing - LIFE12201300	Equipment - Cr1201300	Accumulated Depreciation	2,150.00	2,150.00	1,753.20	396.80	320.00	3/31/2020	25.60	25.60	25.60	Straight Line	84	Depreciating	Worlde Farms & Fabrication	12/3/2018	12/3/2018	12 months of 30 days each		
FAM001037	Brush protect for silage chopper modifications	Brush protect for silage chopper modifications	Crop Processing		Tierney Way : Equipment Crop Processing - LIFE12201300	Equipment - Cr1201300	Accumulated Depreciation	8,378.19	8,378.19	6,932.22	1,445.97	1,244.33	3/31/2020	99.74	99.74	99.74	Straight Line	84	Depreciating	Urbionix Farms & Fabrication	9/22/2019	9/22/2019	12 months of 30 days each		
FAM001038	Equipment & Installation Supplies	Equipment & Installation Supplies	Crop Processing		Tierney Way : Equipment Crop Processing - LIFE12201300	Equipment - Cr1201300	Accumulated Depreciation	13,775.00	13,775.00	10,741.18	3,033.82	2,541.85	3/31/2020	163.99	163.99	163.99	Straight Line	84	Depreciating	SuppHouse.com	9/20/2018	9/20/2018	12 months of 30 days each		
FAM001038	New Holland PT Forage Harvester Model 230 3Serial # YF	New Holland PT Forage Harvester Model 230 3Serial # YF	Crop Processing		Farm-The : Equipment Crop Processing - LIFE12201300	Equipment - Cr1201300	Accumulated Depreciation	45,886.00	45,886.00	36,326.45	9,559.55	7,920.77	3/31/2020	546.26	546.26	546.26	Straight Line	84	Depreciating	CHN	10/1/2018	10/1/2018	12 months of 30 days each		
FAM001040	Big Blue Upgrade	Big Blue Upgrade	Crop Processing		Tierney Way : Equipment Crop Processing - LIFE12201300	Equipment - Cr1201300	Accumulated Depreciation	699,499.75	699,499.75	598,537.72	100,962.03	75,979.89	3/31/2020	8,327.38	8,327.38	8,327.38	Straight Line	84	Depreciating	Jeff Greene & Associates LLC	9/15/2018	9/15/2018	12 months of 30 days each		
FAM001041	Container Dryers x20	Container Dryers x20	Crop Processing		Hemp Research CenEquipment Crop Processing - LIFE12201300	Equipment - Cr1201300	Accumulated Depreciation	597,357.00	597,357.00	458,684.89	138,672.11	117,337.94	3/31/2020	7,111.39	7,111.39	7,111.39	Straight Line	84	Depreciating	World Tobacco Inc	8/17/2018	8/17/2018	12 months of 30 days each		
FAM000671	4005472 Bulk HDMF 4845-34 Heavy Duty - HDMF Coll#4005472 Bulk HDMF 4845-34 Heavy Duty -	4005472 Bulk HDMF 4845-34 Heavy Duty - HDMF Coll#4005472 Bulk HDMF 4845-34 Heavy Duty -	Crop Processing		Hemp Research CenEquipment Crop Processing - LIFE12201300	Equipment - Cr1201300	Accumulated Depreciation	42,499.29	42,499.29	40,374.33	2,124.96	1,062.48	3/31/2020	354.16	354.16	354.16	Straight Line	120	Depreciating	Obis	9/30/2019	9/30/2019	12 months of 30 days each		
FAM000672	4005472 Bulk HDMF 4845-34 Heavy Duty - HDMF Coll#4005472 Bulk HDMF 4845-34 Heavy Duty -	4005472 Bulk HDMF 4845-34 Heavy Duty - HDMF Coll#4005472 Bulk HDMF 4845-34 Heavy Duty -	Crop Processing		Winchester WarehouseEquipment Crop Processing - LIFE12201300	Equipment - Cr1201300	Accumulated Depreciation	42,499.29	42,499.29	40,374.33	2,124.96	1,062.48	3/31/2020	354.16	354.16	354.16	Straight Line	120	Depreciating	Obis	9/30/2019	9/30/2019	12 months of 30 days each		
FAM000673	4005472 Bulk HDMF 4845-34 Heavy Duty - HDMF Coll#4005472 Bulk HDMF 4845-34 Heavy Duty -	4005472 Bulk HDMF 4845-34 Heavy Duty - HDMF Coll#4005472 Bulk HDMF 4845-34 Heavy Duty -	Crop Processing		Farm-Meands : Equipment Crop Processing - LIFE12201300	Equipment - Cr1201300	Accumulated Depreciation	42,499.29	42,499.29	40,374.33	2,124.96	1,062.48	3/31/2020	354.16	354.16	354.16	Straight Line	120	Depreciating	Obis	9/30/2019	9/30/2019	12 months of 30 days each		
FAM000674	4005472 Bulk HDMF 4845-34 Heavy Duty - HDMF Coll#4005472 Bulk HDMF 4845-34 Heavy Duty -	4005472 Bulk HDMF 4845-34 Heavy Duty - HDMF Coll#4005472 Bulk HDMF 4845-34 Heavy Duty -	Crop Processing		Tech Drive : Equipment Crop Processing - LIFE12201300	Equipment - Cr1201300	Accumulated Depreciation	42,499.29	42,499.29	40,374.33	2,124.96	1,062.48	3/31/2020	354.16	354.16	354.16	Straight Line	120	Depreciating	Obis	9/30/2019	9/30/2019	12 months of 30 days each		
FAM000675	4005472 Bulk HDMF 4845-34 Heavy Duty - HDMF Coll#4005472 Bulk HDMF 4845-34 Heavy Duty -	4005472 Bulk HDMF 4845-34 Heavy Duty - HDMF Coll#4005472 Bulk HDMF 4845-34 Heavy Duty -	Crop Processing		Farm-The : Equipment Crop Processing - LIFE12201300	Equipment - Cr1201300	Accumulated Depreciation	42,499.29	42,499.29	40,374.33	2,124.96	1,062.48	3/31/2020	354.16	354.16	354.16	Straight Line	120	Depreciating	Obis	9/30/2019	9/30/2019	12 months of 30 days each		
FAM000676	4005472 Bulk HDMF 4845-34 Heavy Duty - HDMF Coll#4005472 Bulk HDMF 4845-34 Heavy Duty -	4005472 Bulk HDMF 4845-34 Heavy Duty - HDMF Coll#4005472 Bulk HDMF 4845-34 Heavy Duty -	Crop Processing		Hemp Research CenEquipment Crop Processing - LIFE12201300	Equipment - Cr1201300	Accumulated Depreciation	42,499.29	42,499.29	40,374.33	2,124.96	1,062.48	3/31/2020	354.16	354.16	354.16	Straight Line	120	Depreciating	Obis	9/30/2019	9/30/2019	12 months of 30 days each		
FAM000677	4005472 Bulk HDMF 4845-34 Heavy Duty - HDMF Coll#4005472 Bulk HDMF 4845-34 Heavy Duty -	4005472 Bulk HDMF 4845-34 Heavy Duty - HDMF Coll#4005472 Bulk HDMF 4845-34 Heavy Duty -	Crop Processing		Hemp Research CenEquipment Crop Processing - LIFE12201300	Equipment - Cr1201300	Accumulated Depreciation	42,499.29	42,499.29	40,374.33	2,124.96	1,062.48	3/31/2020	354.16	354.16	354.16	Straight Line	120	Depreciating	Obis	9/30/2019	9/30/2019	12 months of 30 days each		
FAM000678	4005472 Bulk HDMF 4845-34 Heavy Duty - HDMF Coll#4005472 Bulk HDMF 4845-34 Heavy Duty -	4005472 Bulk HDMF 4845-34 Heavy Duty - HDMF Coll#4005472 Bulk HDMF 4845-34 Heavy Duty -	Crop Processing		Hemp Research CenEquipment Crop Processing - LIFE12201300	Equipment - Cr1201300	Accumulated Depreciation	42,499.29	42,49																



FAM000557	2019 Woods 17 Baling Cutter S#134918	2019 Woods 17 Baling Cutter S#134918	Farming	Farm-Miranda	Equipment Farming - LIFETIME	LIFETIME	20250115	Equipment - F#12071150	Accumulated Depreciation	12,676.14	12,676.14	10,352.17	2,323.97	1,690.16	3/31/2020	211.27	211.27	211.27	Straight Line	80	Depreciating	John Deere Financial	5/14/2019	5/14/2019	12 months of 30 days each
FAM000558	JD Gator XUV865M S#145052	JD Gator XUV865M S#145052	Farming	Farm-Miranda	Equipment Farming - LIFETIME	LIFETIME	20250115	Equipment - F#12071150	Accumulated Depreciation	21,439.12	21,439.12	17,508.60	3,930.52	2,858.54	3/31/2020	357.32	357.32	357.32	Straight Line	80	Depreciating	John Deere Financial	5/14/2019	5/14/2019	12 months of 30 days each
FAM000559	JD Gator XUV865M S#145051	JD Gator XUV865M S#145051	Farming	Farm-Miranda	Equipment Farming - LIFETIME	LIFETIME	20250115	Equipment - F#12071150	Accumulated Depreciation	21,439.12	21,439.12	17,508.60	3,930.52	2,858.54	3/31/2020	357.32	357.32	357.32	Straight Line	80	Depreciating	John Deere Financial	5/14/2019	5/14/2019	12 months of 30 days each
FAM000560	JD Gator XUV865M S#145053	JD Gator XUV865M S#145053	Farming	Farm-Miranda	Equipment Farming - LIFETIME	LIFETIME	20250115	Equipment - F#12071150	Accumulated Depreciation	21,439.12	21,439.12	17,508.60	3,930.52	2,858.54	3/31/2020	357.32	357.32	357.32	Straight Line	80	Depreciating	John Deere Financial	5/14/2019	5/14/2019	12 months of 30 days each
FAM000561	JD Gator XUV865M S#145050	JD Gator XUV865M S#145050	Farming	Farm-Miranda	Equipment Farming - LIFETIME	LIFETIME	20250115	Equipment - F#12071150	Accumulated Depreciation	21,439.12	21,439.12	17,508.60	3,930.52	2,858.54	3/31/2020	357.32	357.32	357.32	Straight Line	80	Depreciating	John Deere Financial	5/14/2019	5/14/2019	12 months of 30 days each
FAM000562	AS Leadex Guide Systems	AS Leadex Guide Systems (262SR Tractor Farming	Farm-Miranda	Farm-Miranda	Equipment Farming - LIFETIME	LIFETIME	20250115	Equipment - F#12071150	Accumulated Depreciation	19,200.00	19,200.00	15,750.00	3,450.00	2,535.00	3/31/2020	316.67	316.67	316.67	Straight Line	80	Depreciating	The Murray Bank	5/2/2019	5/2/2019	12 months of 30 days each
FAM000563	Krause Vertical Tilt	Krause Vertical Tilt	Farming	Farm-Miranda	Equipment Farming - LIFETIME	LIFETIME	20250115	Equipment - F#12071150	Accumulated Depreciation	7,439.12	7,439.12	5,916.63	1,522.49	1,138.33	3/31/2020	121.66	121.66	121.66	Straight Line	80	Depreciating	The Murray Bank	5/2/2019	5/2/2019	12 months of 30 days each
FAM000564	AG Leader Guidance Systems	AG Leader Guidance Systems (262SR Tractor Farming	Farm-Miranda	Farm-Miranda	Equipment Farming - LIFETIME	LIFETIME	20250115	Equipment - F#12071150	Accumulated Depreciation	19,000.00	19,000.00	15,516.63	3,483.37	2,533.36	3/31/2020	316.67	316.67	316.67	Straight Line	80	Depreciating	The Murray Bank	5/2/2019	5/2/2019	12 months of 30 days each
FAM000565	Well equip, instat, electrical, pipe, and pivots - Jeton FanWell equip, instat, electrical, pipe, and pivots - Farming	Well equip, instat, electrical, pipe, and pivots - Jeton FanWell equip, instat, electrical, pipe, and pivots - Farming	Farm-Miranda	Farm-Miranda	Equipment Farming - LIFETIME	LIFETIME	20250115	Equipment - F#12071150	Accumulated Depreciation	70,000.00	70,000.00	58,333.30	11,666.70	8,166.69	3/31/2020	1,166.67	1,166.67	1,166.67	Straight Line	80	Depreciating	Tennessee Tractor Irrigation	6/1/2019	6/1/2019	12 months of 30 days each
FAM000566	Valley Irrigation System Model 7000 SNI1336210 - Big WValley Irrigation System Model 7000 SNI1336F Farming	Valley Irrigation System Model 7000 SNI1336210 - Big WValley Irrigation System Model 7000 SNI1336F Farming	Farm-Miranda	Farm-Miranda	Equipment Farming - LIFETIME	LIFETIME	20250115	Equipment - F#12071150	Accumulated Depreciation	60,600.00	60,600.00	50,500.00	10,100.00	7,070.00	3/31/2020	1,010.00	1,010.00	1,010.00	Straight Line	80	Depreciating	Tennessee Tractor Irrigation	6/1/2019	6/1/2019	12 months of 30 days each
FAM000567	Valley Irrigation System Model 7000 SNI1336211 - Big WValley Irrigation System Model 7000 SNI1336F Farming	Valley Irrigation System Model 7000 SNI1336211 - Big WValley Irrigation System Model 7000 SNI1336F Farming	Farm-Miranda	Farm-Miranda	Equipment Farming - LIFETIME	LIFETIME	20250115	Equipment - F#12071150	Accumulated Depreciation	37,500.00	37,500.00	31,250.00	6,250.00	4,375.00	3/31/2020	625.00	625.00	625.00	Straight Line	80	Depreciating	Tennessee Tractor Irrigation	6/1/2019	6/1/2019	12 months of 30 days each
FAM000568	Well equip, instat, electrical, pipe, and pivots - Big WheelWell equip, instat, electrical, pipe, and pivots - Farming	Well equip, instat, electrical, pipe, and pivots - Big WheelWell equip, instat, electrical, pipe, and pivots - Farming	Farm-Miranda	Farm-Miranda	Equipment Farming - LIFETIME	LIFETIME	20250115	Equipment - F#12071150	Accumulated Depreciation	64,700.00	64,700.00	53,176.70	11,523.30	8,166.69	3/31/2020	1,078.33	1,078.33	1,078.33	Straight Line	80	Depreciating	Tennessee Tractor Irrigation	6/1/2019	6/1/2019	12 months of 30 days each
FAM000569	Valley Irrigation System Model 7000 SNI1336213 Jacks Valley Irrigation System Model 7000 SNI1336F Farming	Valley Irrigation System Model 7000 SNI1336213 Jacks Valley Irrigation System Model 7000 SNI1336F Farming	Farm-Miranda	Farm-Miranda	Equipment Farming - LIFETIME	LIFETIME	20250115	Equipment - F#12071150	Accumulated Depreciation	38,500.00	38,500.00	32,083.30	6,416.70	4,491.69	3/31/2020	641.67	641.67	641.67	Straight Line	80	Depreciating	Tennessee Tractor Irrigation	6/1/2019	6/1/2019	12 months of 30 days each
FAM000570	Valley Irrigation System Model 7000 SNI1336212 Jacks Valley Irrigation System Model 7000 SNI1336F Farming	Valley Irrigation System Model 7000 SNI1336212 Jacks Valley Irrigation System Model 7000 SNI1336F Farming	Farm-Miranda	Farm-Miranda	Equipment Farming - LIFETIME	LIFETIME	20250115	Equipment - F#12071150	Accumulated Depreciation	40,000.00	40,000.00	33,333.30	6,666.70	4,666.69	3/31/2020	666.67	666.67	666.67	Straight Line	80	Depreciating	Tennessee Tractor Irrigation	6/1/2019	6/1/2019	12 months of 30 days each
FAM000571	Well equip, instat, electrical, pipe, and pivots - Jacks FanWell equip, instat, electrical, pipe, and pivots - Farming	Well equip, instat, electrical, pipe, and pivots - Jacks FanWell equip, instat, electrical, pipe, and pivots - Farming	Farm-Miranda	Farm-Miranda	Equipment Farming - LIFETIME	LIFETIME	20250115	Equipment - F#12071150	Accumulated Depreciation	44,100.00	44,100.00	37,350.00	6,750.00	4,750.00	3/31/2020	735.00	735.00	735.00	Straight Line	80	Depreciating	Tennessee Tractor Irrigation	6/1/2019	6/1/2019	12 months of 30 days each
FAM000572	Valley Irrigation System Model 7000 SNI1335143 with wValley Irrigation System Model 7000 SNI1335F Farming	Valley Irrigation System Model 7000 SNI1335143 with wValley Irrigation System Model 7000 SNI1335F Farming	Farm-Miranda	Farm-Miranda	Equipment Farming - LIFETIME	LIFETIME	20250115	Equipment - F#12071150	Accumulated Depreciation	168,100.00	168,100.00	140,083.30	28,016.70	19,611.69	3/31/2020	2,801.67	2,801.67	2,801.67	Straight Line	80	Depreciating	Tennessee Tractor Irrigation	6/1/2019	6/1/2019	12 months of 30 days each
FAM000573	Well equip, instat, electrical, pipe, and pivots - Big WheelWell equip, instat, electrical, pipe, and pivots - Farming	Well equip, instat, electrical, pipe, and pivots - Big WheelWell equip, instat, electrical, pipe, and pivots - Farming	Farm-Miranda	Farm-Miranda	Equipment Farming - LIFETIME	LIFETIME	20250115	Equipment - F#12071150	Accumulated Depreciation	71,100.00	71,100.00	59,250.00	11,850.00	8,295.00	3/31/2020	1,185.00	1,185.00	1,185.00	Straight Line	80	Depreciating	Tennessee Tractor Irrigation	6/1/2019	6/1/2019	12 months of 30 days each
FAM000574	Valley Irrigation System Model 7000 SNI1335209 - WPA Valley Irrigation System Model 7000 SNI1335F Farming	Valley Irrigation System Model 7000 SNI1335209 - WPA Valley Irrigation System Model 7000 SNI1335F Farming	Farm-Miranda	Farm-Miranda	Equipment Farming - LIFETIME	LIFETIME	20250115	Equipment - F#12071150	Accumulated Depreciation	62,300.00	62,300.00	51,700.00	10,600.00	7,266.71	3/31/2020	1,038.33	1,038.33	1,038.33	Straight Line	80	Depreciating	Tennessee Tractor Irrigation	6/1/2019	6/1/2019	12 months of 30 days each
FAM000575	Valley Irrigation System Model 7000 SNI1335140 - WPA Valley Irrigation System Model 7000 SNI1335F Farming	Valley Irrigation System Model 7000 SNI1335140 - WPA Valley Irrigation System Model 7000 SNI1335F Farming	Farm-Miranda	Farm-Miranda	Equipment Farming - LIFETIME	LIFETIME	20250115	Equipment - F#12071150	Accumulated Depreciation	50,500.00	50,500.00	42,083.30	8,416.70	5,991.69	3/31/2020	841.67	841.67	841.67	Straight Line	80	Depreciating	Tennessee Tractor Irrigation	6/1/2019	6/1/2019	12 months of 30 days each
FAM000576	Valley Irrigation System Model 7000 SNI1335139 - Valley Irrigation System Model 7000 SNI1335F Farming	Valley Irrigation System Model 7000 SNI1335139 - Valley Irrigation System Model 7000 SNI1335F Farming	Farm-Miranda	Farm-Miranda	Equipment Farming - LIFETIME	LIFETIME	20250115	Equipment - F#12071150	Accumulated Depreciation	90,400.00	90,400.00	75,333.30	15,066.70	10,546.69	3/31/2020	1,506.67	1,506.67	1,506.67	Straight Line	80	Depreciating	Tennessee Tractor Irrigation	6/1/2019	6/1/2019	12 months of 30 days each
FAM000577	900 GPM Gear Driven Turbine - Popcorn Farm-Farming	900 GPM Gear Driven Turbine - Popcorn Farm-Farming	Farm-Miranda	Farm-Miranda	Equipment Farming - LIFETIME	LIFETIME	20250115	Equipment - F#12071150	Accumulated Depreciation	33,500.00	33,500.00	28,083.30	5,416.70	3,791.69	3/31/2020	641.67	641.67	641.67	Straight Line	80	Depreciating	Tennessee Tractor Irrigation	6/1/2019	6/1/2019	12 months of 30 days each
FAM000578	John Deere T4 Power Unit with generator, trailer, and fuelJohn Deere T4 Power Unit with generator, trailer, and fuel	John Deere T4 Power Unit with generator, trailer, and fuelJohn Deere T4 Power Unit with generator, trailer, and fuel	Farm-Miranda	Farm-Miranda	Equipment Farming - LIFETIME	LIFETIME	20250115	Equipment - F#12071150	Accumulated Depreciation	32,600.00	32,600.00	27,000.00	5,600.00	3,873.31	3/31/2020	543.33	543.33	543.33	Straight Line	80	Depreciating	Tennessee Tractor Irrigation	6/1/2019	6/1/2019	12 months of 30 days each
FAM000579	Valley Irrigation System Model 7000 SNI1335143 - Coltharp Valley Irrigation System Model 7000 SNI1335F Farming	Valley Irrigation System Model 7000 SNI1335143 - Coltharp Valley Irrigation System Model 7000 SNI1335F Farming	Farm-Miranda	Farm-Miranda	Equipment Farming - LIFETIME	LIFETIME	20250115	Equipment - F#12071150	Accumulated Depreciation	75,200.00	75,200.00	62,666.70	12,533.30	8,773.31	3/31/2020	1,253.33	1,253.33	1,253.33	Straight Line	80	Depreciating	Tennessee Tractor Irrigation	6/1/2019	6/1/2019	12 months of 30 days each
FAM000580	Valley Irrigation System Model 7000 with Pipe and Pivot, Valley Irrigation System Model 7000 with Pipe Farming	Valley Irrigation System Model 7000 with Pipe and Pivot, Valley Irrigation System Model 7000 with Pipe Farming	Farm-Miranda	Farm-Miranda	Equipment Farming - LIFETIME	LIFETIME	20250115	Equipment - F#12071150	Accumulated Depreciation	53,000.00	53,000.00	44,166.70	8,833.30	6,183.31	3/31/2020	883.33	883.33	883.33	Straight Line	80	Depreciating	Tennessee Tractor Irrigation	6/1/2019	6/1/2019	12 months of 30 days each
FAM000581	Coltharp Valley Irrigation System Model 7000 SNI1335144 Farming	Coltharp Valley Irrigation System Model 7000 SNI1335144 Farming	Farm-Miranda	Farm-Miranda	Equipment Farming - LIFETIME	LIFETIME	20250115	Equipment - F#12071150	Accumulated Depreciation	60,500.00	60,500.00	50,416.70	10,083.30	7,100.00	3/31/2020	1,008.33	1,008.33	1,008.33	Straight Line	80	Depreciating	Tennessee Tractor Irrigation	6/1/2019	6/1/2019	12 months of 30 days each
FAM000582	Valley Irrigation System Model 7000 SNI1335145 - Coltharp Valley Irrigation System Model 7000 SNI1335F Farming	Valley Irrigation System Model 7000 SNI1335145 - Coltharp Valley Irrigation System Model 7000 SNI1335F Farming	Farm-Miranda	Farm-Miranda	Equipment Farming - LIFETIME	LIFETIME	20250115	Equipment - F#12071150	Accumulated Depreciation	48,000.00	48,000.00	40,000.00	8,000.00	5,600.00	3/31/2020	800.00	800.00	800.00	Straight Line	80	Depreciating	Tennessee Tractor Irrigation	6/1/2019	6/1/2019	12 months of 30 days each
FAM000583	Install well equipment, panel, pipe, and pivots - Coltharp F install well equipment, panel, pipe, and pivots - Farming	Install well equipment, panel, pipe, and pivots - Coltharp F install well equipment, panel, pipe, and pivots - Farming	Farm-Miranda	Farm-Miranda	Equipment Farming - LIFETIME	LIFETIME	20250115	Equipment - F#12071150	Accumulated Depreciation	73,800.00	73,800.00	61,500.00	12,300.00	8,610.00	3/31/2020	1,230.00	1,230.00	1,230.00	Straight Line	80	Depreciating	Tennessee Tractor Irrigation	6/1/2019	6/1/2019	12 months of 30 days each
FAM000584	Valley Irrigation System Model 7000 SNI1336208 - JeterValley Irrigation System Model 7000 SNI1336F Farming	Valley Irrigation System Model 7000 SNI1336208 - JeterValley Irrigation System Model 7000 SNI1336F Farming	Farm-Miranda	Farm-Miranda	Equipment Farming - LIFETIME	LIFETIME	20250115	Equipment - F#12071150	Accumulated Depreciation	49,800.00	49,800.00	41,500.00	8,300.00	5,766.67	3/31/2020	830.00	830.00	830.00	Straight Line	80	Depreciating	Tennessee Tractor Irrigation	6/1/2019	6/1/2019	12 months of 30 days each
FAM000585	Valley Irrigation System Model 7000 SNI1336207 - JeterValley Irrigation System Model 7000 SNI1336F Farming	Valley Irrigation System Model 7000 SNI1336207 - JeterValley Irrigation System Model 7000 SNI1336F Farming	Farm-Miranda	Farm-Miranda	Equipment Farming - LIFETIME	LIFETIME	20250115	Equipment - F#12071150	Accumulated Depreciation	60,200.00	60,200.00	50,100.00	10,100.00	7,023.31	3/31/2020	1,003.33	1,003.33	1,003.33	Straight Line	80	Depreciating	Tennessee Tractor Irrigation	6/1/2019	6/1/2019	12 months of 30 days each
FAM000586	Valley Irrigation System Model 7000 SNI1336209 - JeterValley Irrigation System Model 7000 SNI1336F Farming	Valley Irrigation System Model 7000 SNI1336209 - JeterValley Irrigation System Model 7000 SNI1336F Farming	Farm-Miranda	Farm-Miranda	Equipment Farming - LIFETIME	LIFETIME	20250115	Equipment - F#12071150	Accumulated Depreciation	74,600.00	74,600.00	62,166.70	12,433.30	8,703.31	3/31/2020	1,243.33	1,243.33	1,243.33	Straight Line	80	Depreciating	Tennessee Tractor Irrigation	6/1/2019	6/1/2019	12 months of 30 days each
FAM000587	Penta Planetary & Gearbox - Penta Planetary & Gearbox - Farming	Penta Planetary & Gearbox - Penta Planetary & Gearbox - Farming	Farm-Miranda	Farm-Miranda	Equipment Farming - LIFETIME	LIFETIME	20250115	Equipment - F#12071150	Accumulated Depreciation	1,660.20	1,660.20	1,361.60	298.60	211.80	3/31/2020	34.33	34.33	34.33	Straight Line	80	Depreciating	Cowhard Equipment, Inc	6/1/2019	6/1/2019	12 months of 30 days each
FAM000588	Integration System for the Miranda Farm - MultiB Farming	Integration System for the Miranda Farm - MultiB Farming	Farm-Miranda	Farm-Miranda	Equipment Farming - LIFETIME	LIFETIME	20250115	Equipment - F#12071150	Accumulated Depreciation	988,063.18	988,063.18	840,330.27	147,732.91	98,239.65	3/31/2020	16,467.72	16,467.72	16,467.72	Straight Line	80	Depreciating	Tennessee Tractor LLC	10/1/2019	10/1/2019	12 months of 30 days each
FAM00058																									







**Schedule 2.1(o)**  
**Other Purchased Assets**

- 1) Equity interest in ValidCare LLC
- 2) Equity interest in Florida MCB, LLC
- 3) Rights to the proceeds of the escrowed funds related to the Fernwood Farms dispute

Claims for security deposits, down payments or progress payments:

- 1) Thar
- 2) Laidig Systems
- 3) Jenco Industrial Sale & Services LLC
- 4) Louisville Dryer
- 5) Careddi Technology Co Ltd.
- 6) LECORP
- 7) Wallace
- 8) Avtech Capital LLC
- 9) Firefly
- 10) Southern Illinois Scale and Construction
- 11) QC Material Handling Equipment
- 12) Hanco Packaging
- 13) Coherd Equipment

**Schedule 2.2(n)  
Other Excluded Assets**

None

**Schedule 3.2**

**Purchase Price Allocation**

To come following the closing as provided for in the Asset Purchase Agreement

**Schedule 4.3(a)**

**Owned Real Property**

1. 322 N 3<sup>rd</sup> Street, Paducah, Kentucky
2. 18 W Lexington Ave, Winchester, Kentucky
3. 1895 Clintonville Road, Paris, Kentucky
4. GenCanna owns a fifty percent (50%) equity interest in 4274 Colby LLC, which owns real property located at 4274 Colby Road, Winchester, Kentucky

**Schedule 4.3(b)**

**Leased Real Property**

1. 1075-B Two Mile Road, Winchester, Kentucky, leased pursuant to that certain Lease Agreement, dated January 25, 2018, between DT Hood Properties, LLC and Seller,
2. Suite H in the Winchester Plaza Shopping Center, Van Meter Road, Winchester, Kentucky, leased pursuant to that certain Lease Agreement, dated June 30, 2019, between Winchester Plaza, LLC and Seller,
3. 282 Tierney Way, Winchester, Kentucky, leased pursuant to that certain Lease with Option to Purchase, dated May 14, 2019, by and between Tierny Storage, LLC and Seller,
4. 321 Venable Road, Suite 1, Winchester, Kentucky, leased pursuant to that certain Shared Space Agreement, dated February 1, 2019, between Call Center Systems, LLC and Sellers,
5. 1465 West Lexington Ave, Winchester, Kentucky, leased pursuant to that certain Commercial Lease Agreement, dated October 18, 2019, between Winchester Warehouse Company LLC and Seller
6. 267 N. Cleveland Road, Lexington, Kentucky and 270 N. Cleveland Road, Lexington, Kentucky, as leased pursuant to that certain Land Lease Agreements, dated \_\_\_\_\_, by and between Dragon Eagle Enterprises, Inc., and Seller
7. 4274 Colby Road, Winchester, Kentucky, leased pursuant to that certain Lease Agreement, dated as of July 30, 2015, between 4274 Colby, LLC and Seller, as modified by that certain First Amendment to Lease Agreement, dated November \_\_, 2019.
8. 321 Venable Road, Suite 2, Winchester, Kentucky, leased pursuant to that certain Office Lease, dated April \_\_, 2018, between Scott Interests L.P. and Seller, as modified by that certain Office Lease Addendum, dated April 23, 2018, between Scott Interests L.P. and Seller
- 462 W. Third Street, Lexington, Kentucky, leased pursuant to that certain Home Rental Agreement, dated January 24, 2018, between Harry W. Farmer Jr. and Seller
9. 2887 Becknerville Road, Winchester, Kentucky, leased pursuant to that certain Residential Lease, dated July 1, 2015, between Taylor Manor LLC and Seller
10. 2795 Polo Club Boulevard #2-330, Lexington, Kentucky, leased pursuant to that certain Apartment Lease Contract, dated March 21, 2019, between Waterstone at Hamburg Place, LLC and Seller
11. 7 Lindale Avenue, Winchester, Kentucky, leased pursuant to a verbal agreement, dated \_\_\_\_\_, between Shannon Stone Properties and Seller

## **Schedule 4.5**

### **Employees**

1. Executive Employment Agreement, dated February 5, 2020, by and between Steven Bevan and Seller.
2. Executive Employment Agreement, dated February 27, 2020, by and between Chelsea Pipkin and Seller.
3. Executive Employment Agreement, dated February 4, 2020, by and between Gary M. Broadbent and Seller.
4. Executive Employment Agreement, dated February 29, 2020, by and between Amy Schoenthaler and Seller.
5. Executive Employment Agreement, dated February 5, 2020, by and between Christopher Stubbs and Seller.
6. See Schedule G of the Schedules of Assets and Liabilities on file with the Bankruptcy Court

**Schedule 4.7**

**Insurance**

<b>Type</b>	<b>Policy #</b>	<b>Name of Carrier</b>	<b>Coverage Amount</b>	<b>Expiration Date</b>
<b>Casualty Insurance</b>				
Workers' Comp. - KY Only	416237	Kentucky Employers Mutual	\$1,000,000	6/5/2020
General liab.	CA00002653404	Admiral Insurance Co	\$2,000,000 Agg	9/1/2020
Automobile	ENP0354085	Cincinnati Insurance Co.	\$1,000,000	9/1/2020
Primary Excess Liability	GX00000253801	Admiral Insurance Co.	\$4,000,000	9/1/2020
Second Layer Excess Liability	LSRXS0045419	LifeScience Risk	\$5,000,000	9/1/2020
Directors and Officers and Company Liability	MKLV1MML000128	Evanston Insurance Company	\$3,000,000	9/1/2020
Excess Private Management Liability	S71203190ASP	StarStone Specialty Insurance Company	\$3,000,000	9/1/2020
Excess Management Liability	DOX30001244800	Endurance American Insurance Company	\$3,000,000	9/1/2020
Directors and Officers Difference in Conditions Liability	ADL30001503900	Endurance American Insurance Company	\$2,000,000	9/1/2020
Workers' Comp -Other States	EWC0454121	Cincinnati Insurance Co.	\$1,000,000	9/1/2020
Cyber Liability	CYB100124	Crum & Forster	\$1,000,000	9/1/2020
Employment Practices	R89500190ASP	StarStone Specialty Ins.	\$1,000,000	9/1/2020
<b>Property</b>				
Builders Risk <sup>(3)</sup>	QT660N243976TIL19	Travelers Property Casualty	\$61,844,669	5/30/2020
Commercial Property (Greenhouses)	CMVPRP001188001	CM Vantage Specialty	\$4,254,592	5/5/2020
Irrigation System	QT6600N244291TIL19	Travelers Property Casualty	\$2,300,000	9/1/2020
Property	ENP0354085	Cincinnati Insurance	\$12,095,254	9/1/2020
Electronic Data Processing	ENP0354085	Cincinnati Insurance	\$535,702	9/1/2020
Equipment	ENP0354085	Cincinnati Insurance	\$7,901,964	9/1/2020
Crime	UC2422379319	Hiscox	\$500,000	9/1/2020
Stock Through Put	B1135SSLCG1911260	Underwriters at Lloyds	\$10,000,000	9/1/2020
Equipment Breakdown	FBP2368416	Hartford Steam Boiler	\$30,812,376	9/1/2020

## Schedule 4.8

### Legal Proceedings

1. Florida MCB, LLC v. Sun Bulb Company Inc. Case No. 1425027783
2. GenCanna had been in discussions with Dr. John Pierce to resolve a dispute regarding each respective parties' dissatisfaction over performance related to an Extraction System Development Agreement. Neither party initiated any legal action and the issue was resolved, however GenCanna filed for bankruptcy before it memorialized the resolution and extinguished the conflict.
3. Murtco v. GenCanna Global USA, Inc. Case No. 19-CI-442
4. GenCanna Global USA, Inc. v. Jenco Industrial Sales, Case No. 5:19-CV-00387-DCR
5. GenCanna has a dispute with Orkel USA Inc. and its dealer H&R Agri-Power over two balers that Orkel and H&R promised to provide GenCanna by August 2019, but have not delivered. In the Spring of 2019, GenCanna, through Orkel's agent Helmut Scherz, executed a purchase order in the amount of over \$920,000 for the balers for delivery by August 2019. Orkel has said it is unable to provide any balers until 2020.
6. Frank Recruiting Group has threatened to file suit against GenCanna to collect a \$35,000 fee that it claims it earned for certain recruiting services.
7. Doug Parker, who was employed as controller from Early February 2019 to mid-September 2019 sent a letter dated October 10, 2019, claiming that his termination was based on his age. GenCanna responded in a letter dated October 23, 2019, rejecting the claim.
8. NG Growers Inc. v. Southern Tier Hemp, LLC Case No EFCA2019003243
9. Arboretum Silver Leaf Income Fund declared an Event of Default on its equipment lease with GenCanna and demanded immediate payment of the remainder of the lease payments, allegedly totaling \$4,488,983. Arboretum threatened to file suit. GenCanna entered a settlement agreement with Arboretum on December 31, 2019.
10. Invision-Comcorco Flooring, LLC filed a Lien Statement against GenCanna in the amount of \$82,881 claiming it is owed for flooring work. GenCanna disputes that the flooring work was satisfactory.
11. Stegeman v. GenCanna Global USA, Inc. Case No. AAA 01-20-0000-1034
12. Former Chief Investment Officer Leland O'Connor, through counsel, resigned his employment on December 18, 2019, claiming "Good Reason" pursuant to his Executive Employment Agreement and demanded money damages, COBRA benefits and stock awards. GenCanna denies all claims and denies Mr. O'Connor is owed any monies. .

13. On October 25, 2019, Matco Distributors, Inc., sent GenCanna a letter threatening to file a lawsuit to collect \$63,964.00. The parties settled the dispute and GenCanna paid two of the three installments under such settlement. The third installment, for has yet to be paid.
14. On November 11, 2019, Pinnacle, Inc., the general contractor for the Mayfield, Kentucky facility, sent GenCanna a letter indicating its plan to take dispute resolution steps under GenCanna's Design-Builder Agreement with Pinnacle. The parties agreed to mediate their dispute, rather than utilize the formal arbitration process called for in the Agreement. The mediation was held in Lexington, Kentucky on January 13, 2020.
15. On December 27, 2019, Kentucky Bank sent a letter calling for repayment of its loan to GenCanna by February 1, 2020. Kentucky Bank had previously provided notice that GenCanna was in default of its loan obligations on November 7, 2019. Kentucky Bank indicated it will pursue legal action if GenCanna cannot repay the loan in full, including through foreclosure of the real estate securing the loan.
16. Lake Breeze Farms, LLC v. GenCanna Global, Inc. Case No. 2019-1524 (Supreme Court of the State of New York County of Cayuga).
17. Jason Epperson and Eppic Films Inc. v. GenCanna Global USA, Inc. Case No. 20-CI-6
18. US Department of Labor Board v. GenCanna Global USA, Inc., Lake Breeze Farms, LLC v. GenCanna Global Inc. US Department of Labor Board v. GenCanna Global USA, Inc. Case No. 4-1760-20-035
19. See Schedule 4.17

**Schedule 4.9  
Intellectual Property**

Country	Mark	App. No.	Goods/Services	Status	Ref. No.
Argentina		3821756	Body creams; body lotion; body oils; electronic cigarette liquid (e-liquid) comprised of essential oils in Class 3	Filed 8/8/19	51572-505679
Argentina		3821757	Analgesic preparations; dietary and nutritional supplements; dietary beverage supplements for human consumption in liquid and dry mix form for therapeutic purposes; dietetic beverages adapted for medical use; herbal tinctures for medical purposes; homeopathic supplements; liquid herbal supplements; medicated skin care preparations, namely, lotions; medicinal oils; natural herbal supplements; natural sleep aid preparations; nutritional supplements in the form of capsules; vitamins in Class 5	Filed 8/8/19	51572-505681
Argentina		3821758	Edible pet treats; pet food in Class 31	Filed 8/8/19	51572-505682
Argentina		3821759	Electronic cigarettes; electronic cigarette holders in Class 34	Filed 8/8/19	51572-505683
Argentina	FARM TO FAMILY	3821749	Body creams; body lotion; body oils; electronic cigarette liquid (e-liquid) comprised of essential oils in Class 3	Filed 8/8/19	51572-505538
Argentina	FARM TO FAMILY	3821748	Analgesic preparations; dietary and nutritional supplements; dietary beverage supplements for human consumption in liquid and dry mix form for therapeutic purposes; dietetic beverages adapted for medical use; herbal tinctures for medical purposes; homeopathic supplements; liquid herbal supplements; medicated skin care preparations, namely, lotions; medicinal oils; natural herbal supplements; natural sleep aid preparations; nutritional supplements in the form of capsules; vitamins in Class 5	Filed 8/8/19	51572-505581
Argentina	FARM TO FAMILY	3821750	Edible pet treats; pet food in Class 31	Filed 8/8/19	51572-505582
Argentina	FARM TO FAMILY	3821751	Electronic cigarettes; electronic cigarette holders in Class 34	Filed 8/8/19	51572-505583
Argentina	GENCANNA	3821752	Body creams; body lotion; body oils; electronic cigarette liquid (e-liquid) comprised of essential oils in Class 3	Filed 8/8/19	51572-505603
Argentina	GENCANNA	3821753	Analgesic preparations; dietary and nutritional supplements; dietary beverage supplements for human consumption in liquid and dry mix form for therapeutic purposes; dietetic beverages adapted for medical use; herbal tinctures for medical purposes; homeopathic supplements; liquid herbal supplements; medicated skin care preparations, namely, lotions; medicinal oils; natural herbal supplements; natural sleep aid preparations; nutritional supplements in the form of capsules; vitamins in Class 5	Filed 8/8/19	51572-505604

Country	Mark	App. No.	Goods/Services	Status	Ref. No.
Argentina	GENCANNA	3821754	Edible pet treats; pet food in Class 31	Filed 8/8/19	51572- 505605
Argentina	GENCANNA	3821755	Electronic cigarettes; electronic cigarette holders in Class 34	Filed 8/8/19	51572- 505606
Argentina	OC:00	3821744	Body creams; body lotion; body oils; electronic cigarette liquid (e-liquid) comprised of essential oils in Class 3	Filed 8/8/19	51572- 505632
Argentina	OC:00	3821745	Analgesic preparations; dietary and nutritional supplements; dietary beverage supplements for human consumption in liquid and dry mix form for therapeutic purposes; dietetic beverages adapted for medical use; herbal tinctures for medical purposes; homeopathic supplements; liquid herbal supplements; medicated skin care preparations, namely, lotions; medicinal oils; natural herbal supplements; natural sleep aid preparations; nutritional supplements in the form of capsules; vitamins in Class 5	Filed 8/8/19	51572- 505633
Argentina	OC:00	3821746	Edible pet treats; pet food in Class 31;	Filed 8/8/19	51572- 505634
Argentina	OC:00	3821747	Electronic cigarettes; electronic cigarette holders in Class 34	Filed 8/8/19	51572- 505635
Argentina	OUTDOOR CANNABIS	3821740	Body creams; body lotion; body oils; electronic cigarette liquid (e-liquid) comprised of essential oils in Class 3	Filed 8/8/19	51572- 505526
Argentina	OUTDOOR CANNABIS	3821741	Products included in the class containing and/or derived from and/or based on cannabis and medicinal cannabis namely analgesic preparations; dietary and nutritional supplements; dietary beverage supplements for human consumption in liquid for therapeutic purposes; dietary supplements in the nature of a powdered drink mix; supplements; dietetic beverages adapted for medical use; herbal tinctures for medical purposes; tinctures for medical purposes; homeopathic supplements; liquid herbal supplements; medicated skin care preparations, namely, lotions; medicinal oils; natural herbal supplements; natural sleep aid preparations; nutritional supplements in the form of capsules; vitamins in Class 5	Filed 8/8/19	51572- 505555
Argentina	OUTDOOR CANNABIS	3821742	Edible pet treats; pet food in Class 31	Filed 8/8/19	51572- 505558
Argentina	OUTDOOR CANNABIS	3821743	Electronic cigarettes; electronic cigarette holders in Class 34	Filed 8/8/19	51572- 505561
Australia		2007832	Body creams; body lotion; body oils; electronic cigarette liquid (e-liquid) comprised of essential oils in Class 3;  Analgesic preparations; dietary and nutritional supplements; dietary beverage supplements for human consumption in liquid and dry mix form for therapeutic purposes; dietetic beverages adapted for medical use; herbal tinctures for medical purposes; homeopathic supplements; liquid herbal supplements; medicated skin care preparations, namely, lotions; medicinal oils; natural herbal supplements; natural sleep aid preparations; nutritional	Filed 5/8/19	51572- 504760

Country	Mark	App. No.	Goods/Services	Status	Ref. No.
			<p>supplements in the form of capsules; vitamins in Class 5; Edible pet treats; pet food in Class 31; and</p> <p>Electronic cigarettes; electronic cigarette holders in Class 34.</p>		
Australia	FARM TO FAMILY	2003754	<p>Body creams; body lotion; body oils; electronic cigarette liquid (e-liquid) comprised of essential oils in Class 3;</p> <p>Analgesic preparations; dietary and nutritional supplements; dietary beverage supplements for human consumption in liquid and dry mix form for therapeutic purposes; dietetic beverages adapted for medical use; herbal tinctures for medical purposes; homeopathic supplements; liquid herbal supplements; medicated skin care preparations, namely, lotions; medicinal oils; natural herbal supplements; natural sleep aid preparations; nutritional supplements in the form of capsules; vitamins in Class 5;</p> <p>Edible pet treats; pet food in Class 31; and</p> <p>Electronic cigarettes; electronic cigarette holders in Class 34.</p>	Filed 4/17/19	51572-504434
Australia	GENCANNA	2003753	<p>Body creams; body lotion; body oils; electronic cigarette liquid (e-liquid) comprised of essential oils in Class 3;</p> <p>Analgesic preparations; dietary and nutritional supplements; dietary beverage supplements for human consumption in liquid and dry mix form for therapeutic purposes; dietetic beverages adapted for medical use; herbal tinctures for medical purposes; homeopathic supplements; liquid herbal supplements; medicated skin care preparations, namely, lotions; medicinal oils; natural herbal supplements; natural sleep aid preparations; nutritional supplements in the form of capsules; vitamins in Class 5;</p> <p>Edible pet treats; pet food in Class 31; and</p> <p>Electronic cigarettes; electronic cigarette holders in Class 34.</p>	Filed 4/17/19	51572-504451
Australia	OC:00	2003769	<p>Body creams; body lotion; body oils; electronic cigarette liquid (e-liquid) comprised of essential oils in Class 3;</p> <p>Analgesic preparations; dietary and nutritional supplements; dietary beverage supplements for human consumption in liquid and dry mix form for therapeutic purposes; dietetic beverages adapted for medical use; herbal tinctures for medical purposes; homeopathic supplements; liquid herbal supplements; medicated skin care preparations, namely, lotions;</p>	Filed 4/17/19	51572-504446

Country	Mark	App. No.	Goods/Services	Status	Ref. No.
			medicinal oils; natural herbal supplements; natural sleep aid preparations; nutritional supplements in the form of capsules; vitamins in Class 5;  Edible pet treats; pet food in Class 31; and Electronic cigarettes; electronic cigarette holders in Class 34.		
Australia	OUTDOOR CANNABIS	2003750	Body creams; body lotion; body oils; electronic cigarette liquid (e-liquid) comprised of essential oils in Class 3;  Analgesic preparations; dietary and nutritional supplements; dietary beverage supplements for human consumption in liquid and dry mix form for therapeutic purposes; dietetic beverages adapted for medical use; herbal tinctures for medical purposes; homeopathic supplements; liquid herbal supplements; medicated skin care preparations, namely, lotions; medicinal oils; natural herbal supplements; natural sleep aid preparations; nutritional supplements in the form of capsules; vitamins in Class 5;  Edible pet treats; pet food in Class 31; and Electronic cigarettes; electronic cigarette holders in Class 34.	Filed 4/17/19	51572-504441
Brazil		917749502	Body creams; body lotion; body oils; electronic cigarette liquid (e-liquid) comprised of essential oils in Class 3	Filed 7/17/19;  Published 8/27/19	51572-505684
Brazil		917749561	Analgesic preparations; dietary and nutritional supplements; dietary beverage supplements for human consumption in liquid and dry mix form for therapeutic purposes; dietetic beverages adapted for medical use; herbal tinctures for medical purposes; homeopathic supplements; liquid herbal supplements; medicated skin care preparations, namely, lotions; medicinal oils; natural herbal supplements; natural sleep aid preparations; nutritional supplements in the form of capsules; vitamins in Class 5	Filed 7/17/19;  Published 8/27/19	51572-505685
Brazil		917749634	Edible pet treats; pet food in Class 31	Filed 7/17/19;  Published 8/27/19	51572-505686
Brazil		917749707	Electronic cigarettes; electronic cigarette holders in Class 34	Filed 7/17/19;	51572-505688

Country	Mark	App. No.	Goods/Services	Status	Ref. No.
				Published 8/27/19	
Brazil	FARM TO FAMILY	917749774	Body creams; body lotion; body oils; electronic cigarette liquid (e-liquid) comprised of essential oils in Class 3	Filed 7/17/19;  Published 8/27/19	51572-505539
Brazil	FARM TO FAMILY	917749855	Analgesic preparations; dietary and nutritional supplements; dietary beverage supplements for human consumption in liquid and dry mix form for therapeutic purposes; dietetic beverages adapted for medical use; herbal tinctures for medical purposes; homeopathic supplements; liquid herbal supplements; medicated skin care preparations, namely, lotions; medicinal oils; natural herbal supplements; natural sleep aid preparations; nutritional supplements in the form of capsules; vitamins in Class 5	Filed 7/17/19;  Published 8/27/19	51572-505584
Brazil	FARM TO FAMILY	917749898	Edible pet treats; pet food in Class 31	Filed 7/17/19;  Published 8/27/19	51572-505587
Brazil	FARM TO FAMILY	917749960	Electronic cigarettes; electronic cigarette holders in Class 34	Filed 7/17/19;  Published 8/27/19	51572-505590
Brazil	GENCANNA	917750055	Body creams; body lotion; body oils; electronic cigarette liquid (e-liquid) comprised of essential oils in Class 3	Filed 7/17/19;  Published 8/27/19	51572-505607
Brazil	GENCANNA	917750128	Analgesic preparations; dietary and nutritional supplements; dietary beverage supplements for human consumption in liquid and dry mix form for therapeutic purposes; dietetic beverages adapted for medical use; herbal tinctures for medical purposes; homeopathic supplements; liquid herbal supplements; medicated skin care preparations, namely, lotions; medicinal oils; natural herbal supplements; natural sleep aid preparations; nutritional supplements in the form of capsules; vitamins in Class 5	Filed 7/17/19;  Published 8/27/19	51572-505608
Brazil	GENCANNA	917750209	Edible pet treats; pet food in Class 31	Filed 7/17/19;  Published	51572-505609

Country	Mark	App. No.	Goods/Services	Status	Ref. No.
				8/27/19	
Brazil	GENCANNA	917750284	Electronic cigarettes; electronic cigarette holders in Class 34	Filed 7/17/19;  Published 8/27/19	51572-505610
Brazil	OC:00	917750454	Body creams; body lotion; body oils; electronic cigarette liquid (e-liquid) comprised of essential oils in Class 3	Filed 7/17/19;  Published 8/27/19	51572-505636
Brazil	OC:00	917750543	Analgesic preparations; dietary and nutritional supplements; dietary beverage supplements for human consumption in liquid and dry mix form for therapeutic purposes; dietetic beverages adapted for medical use; herbal tinctures for medical purposes; homeopathic supplements; liquid herbal supplements; medicated skin care preparations, namely, lotions; medicinal oils; natural herbal supplements; natural sleep aid preparations; nutritional supplements in the form of capsules; vitamins in Class 5	Filed 7/17/19;  Published 8/27/19	51572-505637
Brazil	OC:00	917750616	Edible pet treats; pet food in Class 31	Filed 7/17/19;  Published 8/27/19	51572-505638
Brazil	OC:00	917750730	Electronic cigarettes; electronic cigarette holders in Class 34	Filed 7/17/19;  Published 8/27/19	51572-505639
Brazil	OUTDOOR CANNABIS	917750780	Body creams; body lotion; body oils; electronic cigarette liquid (e-liquid) comprised of essential oils in Class 3	Filed;  Published 8/27/19 7/17/19	51572-505527
Brazil	OUTDOOR CANNABIS	917750870	Analgesic preparations; dietary and nutritional supplements; dietary beverage supplements for human consumption in liquid and dry mix form for therapeutic purposes; dietetic beverages adapted for medical use; herbal tinctures for medical purposes; homeopathic supplements; liquid herbal supplements; medicated skin care preparations, namely, lotions; medicinal oils; natural herbal supplements; natural sleep aid preparations; nutritional supplements in the form of capsules; vitamins in Class 5	Filed 7/17/19;  Published 8/27/19	51572-505564

Country	Mark	App. No.	Goods/Services	Status	Ref. No.
Brazil	OUTDOOR CANNABIS	917750977	Edible pet treats; pet food in Class 31	Filed 7/17/19;  Published 8/27/19	51572-505565
Brazil	OUTDOOR CANNABIS	917751035	Electronic cigarettes; electronic cigarette holders in Class 34	Filed 7/17/19;  Published 8/27/19	51572-505566
Canada		1962039	Body creams; body lotion; body oils; electronic cigarette liquid (e-liquid) comprised of essential oils in Class 3;  Analgesic preparations; dietary and nutritional supplements; dietary beverage supplements for human consumption in liquid and dry mix form for therapeutic purposes; dietetic beverages adapted for medical use; herbal tinctures for medical purposes; homeopathic supplements; liquid herbal supplements; medicated skin care preparations, namely, lotions; medicinal oils; natural herbal supplements; natural sleep aid preparations; nutritional supplements in the form of capsules; vitamins in Class 5;  Edible pet treats; pet food in Class 31; and  Electronic cigarettes; electronic cigarette holders in Class 34.	Filed 5/9/19	51572-540761
Canada	FARM TO FAMILY	1957841	Body creams; body lotion; body oils; electronic cigarette liquid (e-liquid) comprised of essential oils in Class 3;  Analgesic preparations; dietary and nutritional supplements; dietary beverage supplements for human consumption in liquid and dry mix form for therapeutic purposes; dietetic beverages adapted for medical use; herbal tinctures for medical purposes; homeopathic supplements; liquid herbal supplements; medicated skin care preparations, namely, lotions; medicinal oils; natural herbal supplements; natural sleep aid preparations; nutritional supplements in the form of capsules; vitamins in Class 5;  Edible pet treats; pet food in Class 31; and  Electronic cigarettes; electronic cigarette holders in Class 34.	Filed 4/17/19	51572-504433
Canada	GENCANNA	1957839	Body creams; body lotion; body oils; electronic cigarette liquid (e-liquid) comprised of essential oils in Class 3;	Filed 4/17/19	51572-504450

Country	Mark	App. No.	Goods/Services	Status	Ref. No.
			<p>Analgesic preparations; dietary and nutritional supplements; dietary beverage supplements for human consumption in liquid and dry mix form for therapeutic purposes; dietetic beverages adapted for medical use; herbal tinctures for medical purposes; homeopathic supplements; liquid herbal supplements; medicated skin care preparations, namely, lotions; medicinal oils; natural herbal supplements; natural sleep aid preparations; nutritional supplements in the form of capsules; vitamins in Class 5;</p> <p>Edible pet treats; pet food in Class 31; and Electronic cigarettes; electronic cigarette holders in Class 34.</p>		
Canada	OC:00	1957832	<p>Body creams; body lotion; body oils; electronic cigarette liquid (e-liquid) comprised of essential oils in Class 3;</p> <p>Analgesic preparations; dietary and nutritional supplements; dietary beverage supplements for human consumption in liquid and dry mix form for therapeutic purposes; dietetic beverages adapted for medical use; herbal tinctures for medical purposes; homeopathic supplements; liquid herbal supplements; medicated skin care preparations, namely, lotions; medicinal oils; natural herbal supplements; natural sleep aid preparations; nutritional supplements in the form of capsules; vitamins in Class 5;</p> <p>Edible pet treats; pet food in Class 31; and Electronic cigarettes; electronic cigarette holders in Class 34.</p>	Filed 4/17/19	51572-50451572-504445
Canada	OUTDOOR CANNABIS	1957831	<p>Body creams; body lotion; body oils; electronic cigarette liquid (e-liquid) comprised of essential oils in Class 3;</p> <p>Analgesic preparations; dietary and nutritional supplements; dietary beverage supplements for human consumption in liquid and dry mix form for therapeutic purposes; dietetic beverages adapted for medical use; herbal tinctures for medical purposes; homeopathic supplements; liquid herbal supplements; medicated skin care preparations, namely, lotions; medicinal oils; natural herbal supplements; natural sleep aid preparations; nutritional supplements in the form of capsules; vitamins in Class 5;</p> <p>Edible pet treats; pet food in Class 31; and Electronic cigarettes; electronic cigarette holders in Class 34.</p>	Filed 4/17/19	51572-50440

Country	Mark	App. No.	Goods/Services	Status	Ref. No.
Chile		1328606	<p>Body creams; body lotion; body oils; electronic cigarette liquid (e-liquid) comprised of essential oils in Class 3;</p> <p>Analgesic preparations; dietary and nutritional supplements; dietary beverage supplements for human consumption in liquid and dry mix form for therapeutic purposes; dietetic beverages adapted for medical use; herbal tinctures for medical purposes; homeopathic supplements; liquid herbal supplements; medicated skin care preparations, namely, lotions; medicinal oils; natural herbal supplements; natural sleep aid preparations; nutritional supplements in the form of capsules; vitamins in Class 5;</p> <p>Edible pet treats; pet food in Class 31; and</p> <p>Electronic cigarettes; electronic cigarette holders in Class 34.</p>	Filed 7/3/19	51572-505690
Chile	FARM TO FAMILY	1328599	<p>Body creams; body lotion; body oils; electronic cigarette liquid (e-liquid) comprised of essential oils in Class 3;</p> <p>Analgesic preparations; dietary and nutritional supplements; dietary beverage supplements for human consumption in liquid and dry mix form for therapeutic purposes; dietetic beverages adapted for medical use; herbal tinctures for medical purposes; homeopathic supplements; liquid herbal supplements; medicated skin care preparations, namely, lotions; medicinal oils; natural herbal supplements; natural sleep aid preparations; nutritional supplements in the form of capsules; vitamins in Class 5;</p> <p>Edible pet treats; pet food in Class 31; and</p> <p>Electronic cigarettes; electronic cigarette holders in Class 34.</p>	Filed 7/3/19	51572-505540
Chile	GENCANNA	1328600	<p>Body creams; body lotion; body oils; electronic cigarette liquid (e-liquid) comprised of essential oils in Class 3;</p> <p>Analgesic preparations; dietary and nutritional supplements; dietary beverage supplements for human consumption in liquid and dry mix form for therapeutic purposes; dietetic beverages adapted for medical use; herbal tinctures for medical purposes; homeopathic supplements; liquid herbal supplements; medicated skin care preparations, namely, lotions; medicinal oils; natural herbal supplements; natural sleep aid preparations; nutritional supplements in the form of capsules; vitamins in Class 5;</p> <p>Edible pet treats; pet food in Class 31; and</p>	Filed 7/3/19	51572-505611

Country	Mark	App. No.	Goods/Services	Status	Ref. No.
			Electronic cigarettes; electronic cigarette holders in Class 34.		
Chile	OC:00	1328601	<p>Body creams; body lotion; body oils; electronic cigarette liquid (e-liquid) comprised of essential oils in Class 3;</p> <p>Analgesic preparations; dietary and nutritional supplements; dietary beverage supplements for human consumption in liquid and dry mix form for therapeutic purposes; dietetic beverages adapted for medical use; herbal tinctures for medical purposes; homeopathic supplements; liquid herbal supplements; medicated skin care preparations, namely, lotions; medicinal oils; natural herbal supplements; natural sleep aid preparations; nutritional supplements in the form of capsules; vitamins in Class 5;</p> <p>Edible pet treats; pet food in Class 31; and</p> <p>Electronic cigarettes; electronic cigarette holders in Class 34.</p>	Filed 7/3/19	51572-505642
Chile	OUTDOOR CANNABIS	1328603	<p>Body creams; body lotion; body oils; electronic cigarette liquid (e-liquid) comprised of essential oils in Class 3;</p> <p>Analgesic preparations; dietary and nutritional supplements; dietary beverage supplements for human consumption in liquid and dry mix form for therapeutic purposes; dietetic beverages adapted for medical use; herbal tinctures for medical purposes; homeopathic supplements; liquid herbal supplements; medicated skin care preparations, namely, lotions; medicinal oils; natural herbal supplements; natural sleep aid preparations; nutritional supplements in the form of capsules; vitamins in Class 5;</p> <p>Edible pet treats; pet food in Class 31; and</p> <p>Electronic cigarettes; electronic cigarette holders in Class 34.</p>	Filed 7/3/19	51572-505528
China		Awaiting application number (which is usually assigned a few months after filing)	<p>Body creams; body lotion; body oils; electronic cigarette liquid (e-liquid) comprised of essential oils in Class 3;</p> <p>Analgesic preparations; dietary and nutritional supplements; dietary beverage supplements for human consumption in liquid and dry mix form for therapeutic purposes; dietetic beverages adapted for medical use; herbal tinctures for medical purposes; homeopathic supplements; liquid herbal supplements; medicated skin care preparations, namely, lotions; medicinal oils; natural herbal supplements; natural sleep aid preparations; nutritional supplements in the form of capsules; vitamins in Class 5;</p> <p>Edible pet treats; pet food in Class 31; and</p>	Filed 9/20/19	51572-504762

Country	Mark	App. No.	Goods/Services	Status	Ref. No.
			Electronic cigarettes; electronic cigarette holders in Class 34.		
China	FARM TO FAMILY	Awaiting application number	<p>Body creams; body lotion; body oils; electronic cigarette liquid (e-liquid) comprised of essential oils in Class 3;</p> <p>Analgesic preparations; dietary and nutritional supplements; dietary beverage supplements for human consumption in liquid and dry mix form for therapeutic purposes; dietetic beverages adapted for medical use; herbal tinctures for medical purposes; homeopathic supplements; liquid herbal supplements; medicated skin care preparations, namely, lotions; medicinal oils; natural herbal supplements; natural sleep aid preparations; nutritional supplements in the form of capsules; vitamins in Class 5;</p> <p>Edible pet treats; pet food in Class 31; and Electronic cigarettes; electronic cigarette holders in Class 34.</p>	Filed 9/20/19	51572-504432
China	GENCANNA	Awaiting application number	<p>Body creams; body lotion; body oils; electronic cigarette liquid (e-liquid) comprised of essential oils in Class 3;</p> <p>Analgesic preparations; dietary and nutritional supplements; dietary beverage supplements for human consumption in liquid and dry mix form for therapeutic purposes; dietetic beverages adapted for medical use; herbal tinctures for medical purposes; homeopathic supplements; liquid herbal supplements; medicated skin care preparations, namely, lotions; medicinal oils; natural herbal supplements; natural sleep aid preparations; nutritional supplements in the form of capsules; vitamins in Class 5;</p> <p>Edible pet treats; pet food in Class 31; and Electronic cigarettes; electronic cigarette holders in Class 34.</p>	Filed 9/20/19	51572-504449
China	OC:00	Awaiting application number	<p>Body creams; body lotion; body oils; electronic cigarette liquid (e-liquid) comprised of essential oils in Class 3;</p> <p>Analgesic preparations; dietary and nutritional supplements; dietary beverage supplements for human consumption in liquid and dry mix form for therapeutic purposes; dietetic beverages adapted for medical use; herbal tinctures for medical purposes; homeopathic supplements; liquid herbal supplements; medicated skin care preparations, namely, lotions; medicinal oils; natural herbal supplements; natural sleep aid preparations; nutritional supplements in the form of capsules; vitamins in Class 5;</p>	Filed 7/26/10	51572-504444

Country	Mark	App. No.	Goods/Services	Status	Ref. No.
			Edible pet treats; pet food in Class 31; and Electronic cigarettes; electronic cigarette holders in Class 34.		
China	OUTDOOR CANNABIS  	Awaiting application number	Body creams; body lotion; body oils; electronic cigarette liquid (e-liquid) comprised of essential oils in Class 3;  Analgesic preparations; dietary and nutritional supplements; dietary beverage supplements for human consumption in liquid and dry mix form for therapeutic purposes; dietetic beverages adapted for medical use; herbal tinctures for medical purposes; homeopathic supplements; liquid herbal supplements; medicated skin care preparations, namely, lotions; medicinal oils; natural herbal supplements; natural sleep aid preparations; nutritional supplements in the form of capsules; vitamins in Class 5;  Edible pet treats; pet food in Class 31; and Electronic cigarettes; electronic cigarette holders in Class 34.	Filed 7/26/10	51572- 504439
Colombia		SD2019/005 7372	Body creams; body lotion; body oils; electronic cigarette liquid (e-liquid) comprised of essential oils in Class 3;  Analgesic preparations; dietary and nutritional supplements; dietary beverage supplements for human consumption in liquid and dry mix form for therapeutic purposes; dietetic beverages adapted for medical use; herbal tinctures for medical purposes; homeopathic supplements; liquid herbal supplements; medicated skin care preparations, namely, lotions; medicinal oils; natural herbal supplements; natural sleep aid preparations; nutritional supplements in the form of capsules; vitamins in Class 5;  Edible pet treats; pet food in Class 31; and Electronic cigarettes; electronic cigarette holders in Class 34.	Filed 7/8/19	51572- 505692
Colombia	FARM TO FAMILY	SD2019/005 7294	Body creams; body lotion; body oils; electronic cigarette liquid (e-liquid) comprised of essential oils in Class 3;  Analgesic preparations; dietary and nutritional supplements; dietary beverage supplements for human consumption in liquid and dry mix form for therapeutic purposes; dietetic beverages adapted for medical use; herbal tinctures for medical purposes; homeopathic supplements; liquid herbal supplements; medicated skin care preparations, namely, lotions; medicinal oils; natural herbal supplements; natural sleep aid preparations; nutritional supplements in the form of capsules; vitamins in Class 5;	Filed 7/8/19	51572- 505541

Country	Mark	App. No.	Goods/Services	Status	Ref. No.
			Edible pet treats; pet food in Class 31; and Electronic cigarettes; electronic cigarette holders in Class 34.		
Colombia	GENCANNA	2019/0057300	Body creams; body lotion; body oils; electronic cigarette liquid (e-liquid) comprised of essential oils in Class 3;  Analgesic preparations; dietary and nutritional supplements; dietary beverage supplements for human consumption in liquid and dry mix form for therapeutic purposes; dietetic beverages adapted for medical use; herbal tinctures for medical purposes; homeopathic supplements; liquid herbal supplements; medicated skin care preparations, namely, lotions; medicinal oils; natural herbal supplements; natural sleep aid preparations; nutritional supplements in the form of capsules; vitamins in Class 5;  Edible pet treats; pet food in Class 31; and Electronic cigarettes; electronic cigarette holders in Class 34.	Filed 7/8/19	51572-505612
Colombia	OC:00	SD2019/0057296	Body creams; body lotion; body oils; electronic cigarette liquid (e-liquid) comprised of essential oils in Class 3;  Analgesic preparations; dietary and nutritional supplements; dietary beverage supplements for human consumption in liquid and dry mix form for therapeutic purposes; dietetic beverages adapted for medical use; herbal tinctures for medical purposes; homeopathic supplements; liquid herbal supplements; medicated skin care preparations, namely, lotions; medicinal oils; natural herbal supplements; natural sleep aid preparations; nutritional supplements in the form of capsules; vitamins in Class 5;  Edible pet treats; pet food in Class 31; and Electronic cigarettes; electronic cigarette holders in Class 34.	Filed 7/8/19;  Published 8/30/19	51572-505643
Colombia	OUTDOOR CANNABIS	SD2019/0057293	Body creams; body lotion; body oils; electronic cigarette liquid (e-liquid) comprised of essential oils in Class 3;  Analgesic preparations; dietary and nutritional supplements; dietary beverage supplements for human consumption in liquid and dry mix form for therapeutic purposes; dietetic beverages adapted for medical use; herbal tinctures for medical purposes; homeopathic supplements; liquid herbal supplements; medicated skin care preparations, namely, lotions; medicinal oils; natural herbal supplements; natural sleep aid preparations; nutritional	Filed 7/8/19	51572-505529

Country	Mark	App. No.	Goods/Services	Status	Ref. No.
			<p>supplements in the form of capsules; vitamins in Class 5; Edible pet treats; pet food in Class 31; and</p> <p>Electronic cigarettes; electronic cigarette holders in Class 34.</p>		
Costa Rica		2019-007222	<p>Body creams; body lotion; body oils; electronic cigarette liquid (e-liquid) comprised of essential oils in Class 3;</p> <p>Analgesic preparations; dietary and nutritional supplements; dietary beverage supplements for human consumption in liquid and dry mix form for therapeutic purposes; dietetic beverages adapted for medical use; herbal tinctures for medical purposes; homeopathic supplements; liquid herbal supplements; medicated skin care preparations, namely, lotions; medicinal oils; natural herbal supplements; natural sleep aid preparations; nutritional supplements in the form of capsules; vitamins in Class 5;</p> <p>Edible pet treats; pet food in Class 31; and Electronic cigarettes; electronic cigarette holders in Class 34.</p>	Filed 8/8/19	51572-505696
Costa Rica	FARM TO FAMILY	2019-007221	<p>Body creams; body lotion; body oils; electronic cigarette liquid (e-liquid) comprised of essential oils in Class 3;</p> <p>Analgesic preparations; dietary and nutritional supplements; dietary beverage supplements for human consumption in liquid and dry mix form for therapeutic purposes; dietetic beverages adapted for medical use; herbal tinctures for medical purposes; homeopathic supplements; liquid herbal supplements; medicated skin care preparations, namely, lotions; medicinal oils; natural herbal supplements; natural sleep aid preparations; nutritional supplements in the form of capsules; vitamins in Class 5;</p> <p>Edible pet treats; pet food in Class 31; and Electronic cigarettes; electronic cigarette holders in Class 34.</p>	Filed 8/8/19	51572-505542
Costa Rica	GENCANNA	2019-007217	<p>Body creams; body lotion; body oils; electronic cigarette liquid (e-liquid) comprised of essential oils in Class 3;</p> <p>Analgesic preparations; dietary and nutritional supplements; dietary beverage supplements for human consumption in liquid and dry mix form for therapeutic purposes; dietetic beverages adapted for medical use; herbal tinctures for medical purposes; homeopathic supplements; liquid herbal supplements; medicated skin care preparations, namely, lotions;</p>	Filed 8/8/19	51572-505616

Country	Mark	App. No.	Goods/Services	Status	Ref. No.
			<p>medicinal oils; natural herbal supplements; natural sleep aid preparations; nutritional supplements in the form of capsules; vitamins in Class 5;</p> <p>Edible pet treats; pet food in Class 31; and Electronic cigarettes; electronic cigarette holders in Class 34.</p>		
Costa Rica	OC:00	2019-007218	<p>Body creams; body lotion; body oils; electronic cigarette liquid (e-liquid) comprised of essential oils in Class 3;</p> <p>Analgesic preparations; dietary and nutritional supplements; dietary beverage supplements for human consumption in liquid and dry mix form for therapeutic purposes; dietetic beverages adapted for medical use; herbal tinctures for medical purposes; homeopathic supplements; liquid herbal supplements; medicated skin care preparations, namely, lotions; medicinal oils; natural herbal supplements; natural sleep aid preparations; nutritional supplements in the form of capsules; vitamins in Class 5;</p> <p>Edible pet treats; pet food in Class 31; and Electronic cigarettes; electronic cigarette holders in Class 34.</p>	Filed 8/8/19	51572-505647
Costa Rica	OUTDOOR CANNABIS	2019-007220	<p>Body creams; body lotion; body oils; electronic cigarette liquid (e-liquid) comprised of essential oils in Class 3;</p> <p>Analgesic preparations; dietary and nutritional supplements; dietary beverage supplements for human consumption in liquid and dry mix form for therapeutic purposes; dietetic beverages adapted for medical use; herbal tinctures for medical purposes; homeopathic supplements; liquid herbal supplements; medicated skin care preparations, namely, lotions; medicinal oils; natural herbal supplements; natural sleep aid preparations; nutritional supplements in the form of capsules; vitamins in Class 5;</p> <p>Edible pet treats; pet food in Class 31; and Electronic cigarettes; electronic cigarette holders in Class 34.</p>	Filed 8/8/19	51572-505530
EU		18061797	<p>Body creams; body lotion; body oils; electronic cigarette liquid (e-liquid) comprised of essential oils in Class 3;</p> <p>Analgesic preparations; dietary and nutritional supplements; dietary beverage supplements for human consumption in liquid and dry mix form for therapeutic purposes; dietetic beverages adapted for medical use; herbal tinctures for medical purposes; homeopathic</p>	<p>Filed 5/8/19;</p> <p>Published 7/3/19</p>	51572-504763

Country	Mark	App. No.	Goods/Services	Status	Ref. No.
			<p>supplements; liquid herbal supplements; medicated skin care preparations, namely, lotions; medicinal oils; natural herbal supplements; natural sleep aid preparations; nutritional supplements in the form of capsules; vitamins in Class 5;</p> <p>Edible pet treats; pet food in Class 31; and Electronic cigarettes; electronic cigarette holders in Class 34.</p>		
EU	FARM TO FAMILY	18053953	<p>Body creams; body lotion; body oils; electronic cigarette liquid (e-liquid) comprised of essential oils in Class 3;</p> <p>Analgesic preparations; dietary and nutritional supplements; dietary beverage supplements for human consumption in liquid and dry mix form for therapeutic purposes; dietetic beverages adapted for medical use; herbal tinctures for medical purposes; homeopathic supplements; liquid herbal supplements; medicated skin care preparations, namely, lotions; medicinal oils; natural herbal supplements; natural sleep aid preparations; nutritional supplements in the form of capsules; vitamins in Class 5;</p> <p>Edible pet treats; pet food in Class 31; and Electronic cigarettes; electronic cigarette holders in Class 34.</p>	<p>Filed 4/19/19;</p> <p>Published 7/3/19</p>	51572-504431
EU	GENCANNA	18053954	<p>Body creams; body lotion; body oils; electronic cigarette liquid (e-liquid) comprised of essential oils in Class 3;</p> <p>Analgesic preparations; dietary and nutritional supplements; dietary beverage supplements for human consumption in liquid and dry mix form for therapeutic purposes; dietetic beverages adapted for medical use; herbal tinctures for medical purposes; homeopathic supplements; liquid herbal supplements; medicated skin care preparations, namely, lotions; medicinal oils; natural herbal supplements; natural sleep aid preparations; nutritional supplements in the form of capsules; vitamins in Class 5;</p> <p>Edible pet treats; pet food in Class 31; and Electronic cigarettes; electronic cigarette holders in Class 34.</p>	<p>Filed 4/19/19;</p> <p>Published 7/3/19</p>	51572-504448
EU	OC:00	18053951	<p>Body creams; body lotion; body oils; electronic cigarette liquid (e-liquid) comprised of essential oils in Class 3;</p> <p>Analgesic preparations; dietary and nutritional supplements; dietary beverage supplements for human consumption in liquid and dry mix form for therapeutic purposes; dietetic</p>	<p>Filed 4/19/19;</p> <p>Published 7/3/19</p>	51572-504443

Country	Mark	App. No.	Goods/Services	Status	Ref. No.
			<p>beverages adapted for medical use; herbal tinctures for medical purposes; homeopathic supplements; liquid herbal supplements; medicated skin care preparations, namely, lotions; medicinal oils; natural herbal supplements; natural sleep aid preparations; nutritional supplements in the form of capsules; vitamins in Class 5;</p> <p>Edible pet treats; pet food in Class 31; and Electronic cigarettes; electronic cigarette holders in Class 34.</p>		
EU	OUTDOOR CANNABIS	18053952	<p>Body creams; body lotion; body oils; electronic cigarette liquid (e-liquid) comprised of essential oils in Class 3;</p> <p>Analgesic preparations; dietary and nutritional supplements; dietary beverage supplements for human consumption in liquid and dry mix form for therapeutic purposes; dietetic beverages adapted for medical use; herbal tinctures for medical purposes; homeopathic supplements; liquid herbal supplements; medicated skin care preparations, namely, lotions; medicinal oils; natural herbal supplements; natural sleep aid preparations; nutritional supplements in the form of capsules; vitamins in Class 5;</p> <p>Edible pet treats; pet food in Class 31; and Electronic cigarettes; electronic cigarette holders in Class 34.</p>	<p>Filed 4/19/19;</p> <p>9/23/19 Office Action response deadline</p>	51572-504438
Japan		2019-067711	<p>Body creams; body lotion; body oils; essential oils in Class 3;</p> <p>Analgesic preparations; dietary and nutritional supplements; dietary beverage supplements for human consumption in liquid for therapeutic purposes; dietary supplements in the nature of a powdered drink mix; supplements; dietetic beverages adapted for medical use; herbal tinctures for medical purposes; tinctures for medical purposes; homeopathic supplements; liquid herbal supplements; medicated skin care preparations, namely, lotions; medicinal oils; natural herbal supplements; natural sleep aid preparations; nutritional supplements in the form of capsules; vitamins in Class 5;</p> <p>Edible pet treats; pet food in Class 31; and</p> <p>Electronic cigarettes; electronic cigarette liquid; electronic cigarette liquid comprised of essential oils; electronic cigarette holders; rechargeable electronic cigarette holders in Class 34.</p>	Filed 5/13/19	51572-504764
Japan	FARM TO FAMILY	2019-055939	<p>Body creams; body lotion; body oils; essential oils in Class 3;</p>	Filed 4/22/19	51572-504435

Country	Mark	App. No.	Goods/Services	Status	Ref. No.
			<p>Analgesic preparations; dietary and nutritional supplements; dietary beverage supplements for human consumption in liquid for therapeutic purposes; dietary supplements in the nature of a powdered drink mix; supplements; dietetic beverages adapted for medical use; herbal tinctures for medical purposes; tinctures for medical purposes; homeopathic supplements; liquid herbal supplements; medicated skin care preparations, namely, lotions; medicinal oils; natural herbal supplements; natural sleep aid preparations; nutritional supplements in the form of capsules; vitamins in Class 5;</p> <p>Edible pet treats; pet food in Class 31; and</p> <p>Electronic cigarettes; electronic cigarette liquid; electronic cigarette liquid comprised of essential oils; electronic cigarette holders; rechargeable</p>		
Japan	GENCANNA	2019-055941	<p>Body creams; body lotion; body oils; essential oils in Class 3;</p> <p>Analgesic preparations; dietary and nutritional supplements; dietary beverage supplements for human consumption in liquid for therapeutic purposes; dietary supplements in the nature of a powdered drink mix; supplements; dietetic beverages adapted for medical use; herbal tinctures for medical purposes; tinctures for medical purposes; homeopathic supplements; liquid herbal supplements; medicated skin care preparations, namely, lotions; medicinal oils; natural herbal supplements; natural sleep aid preparations; nutritional supplements in the form of capsules; vitamins in Class 5;</p> <p>Edible pet treats; pet food in Class 31; and</p> <p>ettes; electronic cigarette liquid; electronic cigarette liquid comprised of essential oils; electronic cigarette holders; rechargeable</p>	Filed 4/22/19	51572-504452
Japan	OC:00	2019-055938	<p>Body creams; body lotion; body oils; essential oils in Class 3;</p> <p>Analgesic preparations; dietary and nutritional supplements; dietary beverage supplements for human consumption in liquid for therapeutic purposes; dietary supplements in the nature of a powdered drink mix; supplements; dietetic beverages adapted for medical use; herbal tinctures for medical purposes; tinctures for medical purposes; homeopathic supplements; liquid herbal supplements; medicated skin care preparations, namely, lotions; medicinal oils; natural herbal supplements; natural sleep aid preparations; nutritional supplements in the form of capsules; vitamins in Class 5;</p> <p>Edible pet treats; pet food in Class 31; and</p>	Filed 4/22/19	51572-504447

Country	Mark	App. No.	Goods/Services	Status	Ref. No.
			Electronic cigarettes; electronic cigarette liquid; electronic cigarette liquid comprised of essential oils; electronic cigarette holders; rechargeable		
Japan	OUTDOOR CANNABIS	2019-055940	Body creams; body lotion; body oils; essential oils in Class 3;  Analgesic preparations; dietary and nutritional supplements; dietary beverage supplements for human consumption in liquid for therapeutic purposes; dietary supplements in the nature of a powdered drink mix; supplements; dietetic beverages adapted for medical use; herbal tinctures for medical purposes; tinctures for medical purposes; homeopathic supplements; liquid herbal supplements; medicated skin care preparations, namely, lotions; medicinal oils; natural herbal supplements; natural sleep aid preparations; nutritional supplements in the form of capsules; vitamins in Class 5;  Edible pet treats; pet food in Class 31; and  Electronic cigarettes; electronic cigarette liquid; electronic cigarette liquid comprised of essential oils; electronic cigarette holders; rechargeable Electronic cigarettes; electronic cigarette holders in Class 34.	Filed 4/22/19	51572-504442
Mexico		2228483	Body creams; body lotion; body oils; electronic cigarette liquid (e-liquid) comprised of essential oils in Class 3	Filed 7/1/19	51572-505697
Mexico		2228484	Analgesic preparations; dietary and nutritional supplements; dietary beverage supplements for human consumption in liquid and dry mix form for therapeutic purposes; dietetic beverages adapted for medical use; herbal tinctures for medical purposes; homeopathic supplements; liquid herbal supplements; medicated skin care preparations, namely, lotions; medicinal oils; natural herbal supplements; natural sleep aid preparations; nutritional supplements in the form of capsules; vitamins in Class 5	Filed 7/1/19	51572-505698
Mexico		2228485	Edible pet treats; pet food in Class 31	Filed 7/1/19	51572-505699
Mexico		2228487	Electronic cigarettes; electronic cigarette holders in Class 34	Filed 7/1/19	51572-505701
Mexico	FARM TO FAMILY	2230833	Body creams; body lotion; body oils; electronic cigarette liquid (e-liquid) comprised of essential oils in Class 3	Filed 7/5/19	51572-505543
Mexico	FARM TO FAMILY	2230834	Analgesic preparations; dietary and nutritional supplements; dietary beverage supplements for human consumption in liquid and dry mix form for therapeutic purposes; dietetic	Filed 7/5/19	51572-505594

Country	Mark	App. No.	Goods/Services	Status	Ref. No.
			beverages adapted for medical use; herbal tinctures for medical purposes; homeopathic supplements; liquid herbal supplements; medicated skin care preparations, namely, lotions; medicinal oils; natural herbal supplements; natural sleep aid preparations; nutritional supplements in the form of capsules; vitamins in Class 5		
Mexico	FARM TO FAMILY	2280835	Edible pet treats; pet food in Class 31	Filed 7/5/19	51572-505595
Mexico	FARM TO FAMILY	2230836	Electronic cigarettes; electronic cigarette holders in Class 34	Filed 7/5/19	51572-505596
Mexico	GENCANNA	2228494	Body creams; body lotion; body oils; electronic cigarette liquid (e-liquid) comprised of essential oils in Class 3	Filed 7/1/19	51572-505617
Mexico	GENCANNA	2228495	Analgesic preparations; dietary and nutritional supplements; dietary beverage supplements for human consumption in liquid and dry mix form for therapeutic purposes; dietetic beverages adapted for medical use; herbal tinctures for medical purposes; homeopathic supplements; liquid herbal supplements; medicated skin care preparations, namely, lotions; medicinal oils; natural herbal supplements; natural sleep aid preparations; nutritional supplements in the form of capsules; vitamins in Class 5	Filed 7/1/19	51572-505618
Mexico	GENCANNA	2228497	Edible pet treats; pet food in Class 31	Filed 7/1/19	51572-505619
Mexico	GENCANNA	2228499	Electronic cigarettes; electronic cigarette holders in Class 34	Filed 7/1/19	51572-505620
Mexico	OC:00	2228488	Body creams; body lotion; body oils; electronic cigarette liquid (e-liquid) comprised of essential oils in Class 3	Filed 7/1/19	51572-505648
Mexico	OC:00	2228490	Analgesic preparations; dietary and nutritional supplements; dietary beverage supplements for human consumption in liquid and dry mix form for therapeutic purposes; dietetic beverages adapted for medical use; herbal tinctures for medical purposes; homeopathic supplements; liquid herbal supplements; medicated skin care preparations, namely, lotions; medicinal oils; natural herbal supplements; natural sleep aid preparations; nutritional supplements in the form of capsules; vitamins in Class 5	Filed 7/1/19	51572-505649
Mexico	OC:00	2228492	Edible pet treats; pet food in Class 31	Filed 7/1/19	51572-505651
Mexico	OC:00	2228493	Electronic cigarettes; electronic cigarette holders in Class 34	Filed 7/1/19	51572-505652
Mexico	OUTDOOR CANNABIS	2230828	Body creams; body lotion; body oils; electronic cigarette liquid (e-liquid) comprised of essential oils in Class 3	Filed 7/5/19	51572-505531
Mexico	OUTDOOR CANNABIS	2230830	Analgesic preparations; dietary and nutritional supplements; dietary beverage supplements for human consumption in liquid and dry mix form for therapeutic purposes; dietetic beverages adapted for medical use; herbal tinctures for medical purposes; homeopathic	Filed 7/5/19	51572-505570

Country	Mark	App. No.	Goods/Services	Status	Ref. No.
			supplements; liquid herbal supplements; medicated skin care preparations, namely, lotions; medicinal oils; natural herbal supplements; natural sleep aid preparations; nutritional supplements in the form of capsules; vitamins in Class 5		
Mexico	OUTDOOR CANNABIS	2280831	Edible pet treats; pet food in Class 31	Filed 7/5/19	51572-505572
Mexico	OUTDOOR CANNABIS	2280832	Electronic cigarettes; electronic cigarette holders in Class 34	Filed 7/5/19	51572-505573
Nicaragua		2019-001901	Body creams; body lotion; body oils; electronic cigarette liquid (e-liquid) comprised of essential oils in Class 3;  Analgesic preparations; dietary and nutritional supplements; dietary beverage supplements for human consumption in liquid and dry mix form for therapeutic purposes; dietetic beverages adapted for medical use; herbal tinctures for medical purposes; homeopathic supplements; liquid herbal supplements; medicated skin care preparations, namely, lotions; medicinal oils; natural herbal supplements; natural sleep aid preparations; nutritional supplements in the form of capsules; vitamins in Class 5;  Edible pet treats; pet food in Class 31; and Electronic cigarettes; electronic cigarette holders in Class 34.	Filed 7/2/19	51572-505702
Nicaragua	FARM TO FAMILY	2019-001900	Body creams; body lotion; body oils; electronic cigarette liquid (e-liquid) comprised of essential oils in Class 3;  Analgesic preparations; dietary and nutritional supplements; dietary beverage supplements for human consumption in liquid and dry mix form for therapeutic purposes; dietetic beverages adapted for medical use; herbal tinctures for medical purposes; homeopathic supplements; liquid herbal supplements; medicated skin care preparations, namely, lotions; medicinal oils; natural herbal supplements; natural sleep aid preparations; nutritional supplements in the form of capsules; vitamins in Class 5;  Edible pet treats; pet food in Class 31; and Electronic cigarettes; electronic cigarette holders in Class 34.	Filed 7/2/19	51572-505544
Nicaragua	GENCANNA	2019-001897	Body creams; body lotion; body oils; electronic cigarette liquid (e-liquid) comprised of essential oils in Class 3;  Analgesic preparations; dietary and nutritional supplements; dietary beverage supplements for human consumption in liquid and dry mix form for therapeutic purposes; dietetic	Filed 7/2/19	51572-505621

Country	Mark	App. No.	Goods/Services	Status	Ref. No.
			<p>beverages adapted for medical use; herbal tinctures for medical purposes; homeopathic supplements; liquid herbal supplements; medicated skin care preparations, namely, lotions; medicinal oils; natural herbal supplements; natural sleep aid preparations; nutritional supplements in the form of capsules; vitamins in Class 5;</p> <p>Edible pet treats; pet food in Class 31; and Electronic cigarettes; electronic cigarette holders in Class 34.</p>		
Nicaragua	OC:00	2019-001899	<p>Body creams; body lotion; body oils; electronic cigarette liquid (e-liquid) comprised of essential oils in Class 3;</p> <p>Analgesic preparations; dietary and nutritional supplements; dietary beverage supplements for human consumption in liquid and dry mix form for therapeutic purposes; dietetic beverages adapted for medical use; herbal tinctures for medical purposes; homeopathic supplements; liquid herbal supplements; medicated skin care preparations, namely, lotions; medicinal oils; natural herbal supplements; natural sleep aid preparations; nutritional supplements in the form of capsules; vitamins in Class 5;</p> <p>Edible pet treats; pet food in Class 31; and Electronic cigarettes; electronic cigarette holders in Class 34.</p>	Filed 7/2/19	51572-505653
Nicaragua	OUTDOOR CANNABIS	2019-001898	<p>Body creams; body lotion; body oils; electronic cigarette liquid (e-liquid) comprised of essential oils in Class 3;</p> <p>Analgesic preparations; dietary and nutritional supplements; dietary beverage supplements for human consumption in liquid and dry mix form for therapeutic purposes; dietetic beverages adapted for medical use; herbal tinctures for medical purposes; homeopathic supplements; liquid herbal supplements; medicated skin care preparations, namely, lotions; medicinal oils; natural herbal supplements; natural sleep aid preparations; nutritional supplements in the form of capsules; vitamins in Class 5;</p> <p>Edible pet treats; pet food in Class 31; and Electronic cigarettes; electronic cigarette holders in Class 34.</p>	Filed 7/2/19	51572-505532
Panama		275055-01	<p>Body creams; body lotion; body oils; electronic cigarette liquid (e-liquid) comprised of essential oils in Class 3;</p> <p>Analgesic preparations; dietary and nutritional supplements; dietary beverage supplements</p>	Filed 7/16/19	51572-505703

Country	Mark	App. No.	Goods/Services	Status	Ref. No.
			for human consumption in liquid and dry mix form for therapeutic purposes; dietetic beverages adapted for medical use; herbal tinctures for medical purposes; homeopathic supplements; liquid herbal supplements; medicated skin care preparations, namely, lotions; medicinal oils; natural herbal supplements; natural sleep aid preparations; nutritional supplements in the form of capsules; vitamins in Class 5;  Edible pet treats; pet food in Class 31; and Electronic cigarettes; electronic cigarette holders in Class 34.		
Panama	FARM TO FAMILY	275054-01	Body creams; body lotion; body oils; electronic cigarette liquid (e-liquid) comprised of essential oils in Class 3;  Analgesic preparations; dietary and nutritional supplements; dietary beverage supplements for human consumption in liquid and dry mix form for therapeutic purposes; dietetic beverages adapted for medical use; herbal tinctures for medical purposes; homeopathic supplements; liquid herbal supplements; medicated skin care preparations, namely, lotions; medicinal oils; natural herbal supplements; natural sleep aid preparations; nutritional supplements in the form of capsules; vitamins in Class 5;  Edible pet treats; pet food in Class 31; and Electronic cigarettes; electronic cigarette holders in Class 34.	Filed 7/18/19	51572-505545
Panama	GENCANNA	275051-01	Body creams; body lotion; body oils; electronic cigarette liquid (e-liquid) comprised of essential oils in Class 3;  Analgesic preparations; dietary and nutritional supplements; dietary beverage supplements for human consumption in liquid and dry mix form for therapeutic purposes; dietetic beverages adapted for medical use; herbal tinctures for medical purposes; homeopathic supplements; liquid herbal supplements; medicated skin care preparations, namely, lotions; medicinal oils; natural herbal supplements; natural sleep aid preparations; nutritional supplements in the form of capsules; vitamins in Class 5;  Edible pet treats; pet food in Class 31; and Electronic cigarettes; electronic cigarette holders in Class 34.	Filed 7/18/19	51572-505622
Panama	OC:00	275056-01	Body creams; body lotion; body oils; electronic cigarette liquid (e-liquid) comprised of essential oils in Class 3;	Filed 7/18/19	51572-505654

Country	Mark	App. No.	Goods/Services	Status	Ref. No.
			<p>Analgesic preparations; dietary and nutritional supplements; dietary beverage supplements for human consumption in liquid and dry mix form for therapeutic purposes; dietetic beverages adapted for medical use; herbal tinctures for medical purposes; homeopathic supplements; liquid herbal supplements; medicated skin care preparations, namely, lotions; medicinal oils; natural herbal supplements; natural sleep aid preparations; nutritional supplements in the form of capsules; vitamins in Class 5;</p> <p>Edible pet treats; pet food in Class 31; and Electronic cigarettes; electronic cigarette holders in Class 34.</p>		
Panama	OUTDOOR CANNABIS	275052-01	<p>Body creams; body lotion; body oils; electronic cigarette liquid (e-liquid) comprised of essential oils in Class 3;</p> <p>Analgesic preparations; dietary and nutritional supplements; dietary beverage supplements for human consumption in liquid and dry mix form for therapeutic purposes; dietetic beverages adapted for medical use; herbal tinctures for medical purposes; homeopathic supplements; liquid herbal supplements; medicated skin care preparations, namely, lotions; medicinal oils; natural herbal supplements; natural sleep aid preparations; nutritional supplements in the form of capsules; vitamins in Class 5;</p> <p>Edible pet treats; pet food in Class 31; and Electronic cigarettes; electronic cigarette holders in Class 34.</p>	Filed 7/18/19	51572-505533
Peru		804371-2019	<p>Body creams; body lotion; body oils; electronic cigarette liquid (e-liquid) comprised of essential oils in Class 3;</p> <p>Analgesic preparations; dietary and nutritional supplements; dietary beverage supplements for human consumption in liquid and dry mix form for therapeutic purposes; dietetic beverages adapted for medical use; herbal tinctures for medical purposes; homeopathic supplements; liquid herbal supplements; medicated skin care preparations, namely, lotions; medicinal oils; natural herbal supplements; natural sleep aid preparations; nutritional supplements in the form of capsules; vitamins in Class 5;</p> <p>Edible pet treats; pet food in Class 31; and Electronic cigarettes; electronic cigarette holders in Class 34.</p>	Filed 6/28/19	51572-505707
Peru	FARM TO FAMILY	804370-2019	<p>Body creams; body lotion; body oils; electronic cigarette liquid (e-liquid) comprised of essential oils in Class 3;</p>	Filed 6/28/19	51572-505547

Country	Mark	App. No.	Goods/Services	Status	Ref. No.
			<p>Analgesic preparations; dietary and nutritional supplements; dietary beverage supplements for human consumption in liquid and dry mix form for therapeutic purposes; dietetic beverages adapted for medical use; herbal tinctures for medical purposes; homeopathic supplements; liquid herbal supplements; medicated skin care preparations, namely, lotions; medicinal oils; natural herbal supplements; natural sleep aid preparations; nutritional supplements in the form of capsules; vitamins in Class 5;</p> <p>Edible pet treats; pet food in Class 31; and Electronic cigarettes; electronic cigarette holders in Class 34.</p>		
Peru	GENCANNA	804369-2019	<p>Body creams; body lotion; body oils; electronic cigarette liquid (e-liquid) comprised of essential oils in Class 3;</p> <p>Analgesic preparations; dietary and nutritional supplements; dietary beverage supplements for human consumption in liquid and dry mix form for therapeutic purposes; dietetic beverages adapted for medical use; herbal tinctures for medical purposes; homeopathic supplements; liquid herbal supplements; medicated skin care preparations, namely, lotions; medicinal oils; natural herbal supplements; natural sleep aid preparations; nutritional supplements in the form of capsules; vitamins in Class 5;</p> <p>Edible pet treats; pet food in Class 31; and Electronic cigarettes; electronic cigarette holders in Class 34.</p>	Filed 6/28/19	51572-505626
Peru	OC:00	804373-2019	<p>Body creams; body lotion; body oils; electronic cigarette liquid (e-liquid) comprised of essential oils in Class 3;</p> <p>Analgesic preparations; dietary and nutritional supplements; dietary beverage supplements for human consumption in liquid and dry mix form for therapeutic purposes; dietetic beverages adapted for medical use; herbal tinctures for medical purposes; homeopathic supplements; liquid herbal supplements; medicated skin care preparations, namely, lotions; medicinal oils; natural herbal supplements; natural sleep aid preparations; nutritional supplements in the form of capsules; vitamins in Class 5;</p> <p>Edible pet treats; pet food in Class 31; and Electronic cigarettes; electronic cigarette holders in Class 34.</p>	Filed 6/28/19	51572-505658
Peru	OUTDOOR	804372-	<p>Body creams; body lotion; body oils; electronic cigarette liquid (e-liquid) comprised of</p>	Filed	51572-

Country	Mark	App. No.	Goods/Services	Status	Ref. No.
	CANNABIS	2019	essential oils in Class 3;  Analgesic preparations; dietary and nutritional supplements; dietary beverage supplements for human consumption in liquid and dry mix form for therapeutic purposes; dietetic beverages adapted for medical use; herbal tinctures for medical purposes; homeopathic supplements; liquid herbal supplements; medicated skin care preparations, namely, lotions; medicinal oils; natural herbal supplements; natural sleep aid preparations; nutritional supplements in the form of capsules; vitamins in Class 5;  Edible pet treats; pet food in Class 31; and Electronic cigarettes; electronic cigarette holders in Class 34.	6/28/19	505534
Uruguay		506323	Body creams; body lotion; body oils; electronic cigarette liquid (e-liquid) comprised of essential oils in Class 3;  Analgesic preparations; dietary and nutritional supplements; dietary beverage supplements for human consumption in liquid and dry mix form for therapeutic purposes; dietetic beverages adapted for medical use; herbal tinctures for medical purposes; homeopathic supplements; liquid herbal supplements; medicated skin care preparations, namely, lotions; medicinal oils; natural herbal supplements; natural sleep aid preparations; nutritional supplements in the form of capsules; vitamins in Class 5;  Edible pet treats; pet food in Class 31; and Electronic cigarettes; electronic cigarette holders in Class 34.	Filed 7/17/19;  Published 8/30/19	51572- 505708
Uruguay	FARM TO FAMILY	506320	Body creams; body lotion; body oils; electronic cigarette liquid (e-liquid) comprised of essential oils in Class 3;  Analgesic preparations; dietary and nutritional supplements; dietary beverage supplements for human consumption in liquid and dry mix form for therapeutic purposes; dietetic beverages adapted for medical use; herbal tinctures for medical purposes; homeopathic supplements; liquid herbal supplements; medicated skin care preparations, namely, lotions; medicinal oils; natural herbal supplements; natural sleep aid preparations; nutritional supplements in the form of capsules; vitamins in Class 5;  Edible pet treats; pet food in Class 31; and Electronic cigarettes; electronic cigarette holders in Class 34.	Filed 7/17/19;  Published 8/30/19	51572- 505548

Country	Mark	App. No.	Goods/Services	Status	Ref. No.
Uruguay	GENCANNA	506322	<p>Body creams; body lotion; body oils; electronic cigarette liquid (e-liquid) comprised of essential oils in Class 3;</p> <p>Analgesic preparations; dietary and nutritional supplements; dietary beverage supplements for human consumption in liquid and dry mix form for therapeutic purposes; dietetic beverages adapted for medical use; herbal tinctures for medical purposes; homeopathic supplements; liquid herbal supplements; medicated skin care preparations, namely, lotions; medicinal oils; natural herbal supplements; natural sleep aid preparations; nutritional supplements in the form of capsules; vitamins in Class 5;</p> <p>Edible pet treats; pet food in Class 31; and</p> <p>Electronic cigarettes; electronic cigarette holders in Class 34.</p>	<p>Filed 7/17/19;</p> <p>Published 8/30/19</p>	51572-505627
Uruguay	OC:00	506319	<p>Body creams; body lotion; body oils; electronic cigarette liquid (e-liquid) comprised of essential oils in Class 3;</p> <p>Analgesic preparations; dietary and nutritional supplements; dietary beverage supplements for human consumption in liquid and dry mix form for therapeutic purposes; dietetic beverages adapted for medical use; herbal tinctures for medical purposes; homeopathic supplements; liquid herbal supplements; medicated skin care preparations, namely, lotions; medicinal oils; natural herbal supplements; natural sleep aid preparations; nutritional supplements in the form of capsules; vitamins in Class 5;</p> <p>Edible pet treats; pet food in Class 31; and</p> <p>Electronic cigarettes; electronic cigarette holders in Class 34.</p>	<p>Filed 7/17/19;</p> <p>Published 8/30/19</p>	51572-505659
Uruguay	OUTDOOR CANNABIS	506318	<p>Body creams; body lotion; body oils; electronic cigarette liquid (e-liquid) comprised of essential oils in Class 3;</p> <p>Analgesic preparations; dietary and nutritional supplements; dietary beverage supplements for human consumption in liquid and dry mix form for therapeutic purposes; dietetic beverages adapted for medical use; herbal tinctures for medical purposes; homeopathic supplements; liquid herbal supplements; medicated skin care preparations, namely, lotions; medicinal oils; natural herbal supplements; natural sleep aid preparations; nutritional supplements in the form of capsules; vitamins in Class 5;</p> <p>Edible pet treats; pet food in Class 31; and</p>	<p>Filed 7/17/19;</p> <p>Published 8/30/19</p>	51572-505535

Country	Mark	App. No.	Goods/Services	Status	Owner	Liens/Issues
US		88418663	Body creams; body lotion; body oils; electronic cigarette liquid (e-liquid) comprised of essential oils, all derived solely from hemp with a delta-9 tetrahydrocannabinol (THC) concentration of not more than 0.3 percent on a dry weight basis in Class 3;  Electronic cigarettes; electronic cigarette holders, all for use with goods derived solely from hemp with a delta-9 tetrahydrocannabinol (THC) concentration of not more than 0.3 percent on a dry weight basis in Class 34.	Allowed 12/24/9	GenCanna Global USA, Inc.	Statement of Use due 6/24/20
US	FARM TO FAMILY	88388784	Body creams; body lotion; body oils; electronic cigarette liquid (e-liquid) comprised of essential oils, all derived solely from hemp with a delta-9 tetrahydrocannabinol (THC) concentration of not more than 0.3 percent on a dry weight basis in Class 3; and  Electronic cigarettes; electronic cigarette holders, all for use with goods derived solely from hemp with a delta-9 tetrahydrocannabinol (THC) concentration of not more than 0.3 percent on a dry weight basis in Class 34.	Allowed 12/24/19	GenCanna Global USA, Inc.	Statement of Use due 6/24/20
US	GENCANNA	87675192	Topical analgesic creams; Nutritional supplements in the form of drops, oil, capsules, powders and in liquid form; all of the aforementioned made from hemp-derived CBD (99.5%+) in Class 5.	Office Action Issued 4/2/20	GenCanna Global USA, Inc.	Security Interest to MGG Investment Group (6678/0369); Office Action Response due 10/2/20
US	GENCANNA	88407129	Body creams; body lotion; body oils; electronic cigarette liquid (e-liquid) comprised of essential oils, all derived solely from hemp with a delta-9 tetrahydrocannabinol (THC) concentration of not more than 0.3 percent on a dry weight basis in Class 3; and  Electronic cigarettes; electronic cigarette holders, all for use with goods derived solely from hemp with a delta-9 tetrahydrocannabinol (THC) concentration of not more than 0.3 percent on a dry weight basis in Class 34.	Allowed 12/24/19	GenCanna Global USA, Inc.	Statement of Use due 6/24/20

US	OC:00	88278865	Body creams; body lotion; body oils; electronic cigarette liquid (e-liquid) comprised of essential oils, all derived solely from hemp with a delta-9 tetrahydrocannabinol (THC) concentration of not more than 0.3 percent on a dry weight basis in Class 3; and  Electronic cigarettes; electronic cigarette holders, all for use with goods derived solely from tetrahydrocannabinol (THC) concentration of not more than 0.3 percent on a dry weight basis in Class 34.	Allowed 12/24/19	GenCanna Global USA, Inc.	Statement of Use due 6/24/20
US	OUTDOOR CANNABIS	88278855	Body creams; body lotion; body oils; electronic cigarette liquid (e-liquid) comprised of essential oils, all derived solely from hemp with a delta-9 tetrahydrocannabinol (THC) concentration of not more than 0.3 percent on a dry weight basis in Class 3; and  Electronic cigarettes; electronic cigarette holders, all for use with goods derived solely from hemp with a delta-9 THC concentration of not more than 0.3 percent on dry weight basis in Class 34.	Allowed 12/31/19	GenCanna Global USA, Inc.	Statement of Use due 6/30/20

Country	Mark	App. No.	Goods/Services	Status	Ref. No.
Venezuela			Body creams; body lotion; body oils; electronic cigarette liquid (e-liquid) comprised of essential oils in Class 3		51572-505709
Venezuela			Analgesic preparations; dietary and nutritional supplements; dietary beverage supplements for human consumption in liquid and dry mix form for therapeutic purposes; dietetic beverages adapted for medical use; herbal tinctures for medical purposes; homeopathic supplements; liquid herbal supplements; medicated skin care preparations, namely, lotions; medicinal oils; natural herbal supplements; natural sleep aid preparations; nutritional supplements in the form of capsules; vitamins in Class 5		51572-505711
Venezuela			Edible pet treats; pet food in Class 31		51572-505712
Venezuela			Electronic cigarettes; electronic cigarette holders in Class 34		51572-505713
Venezuela	FARM TO FAMILY		Body creams; body lotion; body oils; electronic cigarette liquid (e-liquid) comprised of essential oils in Class 3		51572-505549

Venezuela	FARM TO FAMILY		Analgesic preparations; dietary and nutritional supplements; dietary beverage supplements for human consumption in liquid and dry mix form for therapeutic purposes; dietetic beverages adapted for medical use; herbal tinctures for medical purposes; homeopathic supplements; liquid herbal supplements; medicated skin care preparations, namely, lotions; medicinal oils; natural herbal supplements; natural sleep aid preparations; nutritional supplements in the form of capsules; vitamins in Class 5		51572-505600
Venezuela	FARM TO FAMILY		Edible pet treats; pet food in Class 31		51572-505601
Venezuela	FARM TO FAMILY		Electronic cigarettes; electronic cigarette holders in Class 34		51572-505602
Venezuela	GENCANNA		Body creams; body lotion; body oils; electronic cigarette liquid (e-liquid) comprised of essential oils in Class 3		51572-505628
Venezuela	GENCANNA		Analgesic preparations; dietary and nutritional supplements; dietary beverage supplements for human consumption in liquid and dry mix form for therapeutic purposes; dietetic beverages adapted for medical use; herbal tinctures for medical purposes; homeopathic supplements; liquid herbal supplements; medicated skin care preparations, namely, lotions; medicinal oils; natural herbal supplements; natural sleep aid preparations; nutritional supplements in the form of capsules; vitamins in Class 5		51572-505629

**Patent Application**

Credit Party	Patent Title	Application Number/ Patent Number	Application Date/ Registration Date	Status
GenCanna Global USA, Inc.	GenCanna Announces First Patentable Non-GMO Hemp Genetics with 0.0% THC	Application No. 62/797,682	January 28, 2019	Expired 1/28/20

1. The Intellectual Property rights belonging to Seller pursuant to that certain Fixed Price Agreement, dated March 1, 2020, by and between Seller and the University of Kentucky Research Foundation.
2. Pursuant to that certain Hemp Production Agreement – Greenhouse, dated January 1, 2018, by and between Seller and Shells Hemp LLC, Seller grants a one-time, single-use license to certain Intellectual Property for purposes of growing its hemp.

3. Pursuant to that certain Industrial Hemp Production Agreement, dated February 1, 2019, by and between Seller and Schultz Farms, LLC, Seller grants a one-time, single-use, flowering-only license to certain Intellectual Property to Schultz Farms, LLC for purposes of growing its hemp. Additionally, pursuant to this agreement, Schultz Farms, LLC assigns any Intellectual Property rights in the Germplasm (as defined therein) to Seller.
4. Pursuant to that certain Industrial Hemp Production Agreement, dated March 14, 2019, by and between Seller and Shane Wiseman, Seller grants a limited, personal, flowering-only license to certain Intellectual Property to Shane Wiseman for purposes of growing its hemp. Additionally, pursuant to this agreement, Shane Wiseman assigns any Intellectual Property rights in the Germplasm (as defined therein) to Seller.
5. Pursuant to that certain Industrial Hemp Production Agreement, dated March 11, 2019, by and between Seller and Zack and Chase Webb, Seller grants a limited, personal, single-use, flowering-only license to certain Intellectual Property to Zack and Chase Webb for purposes of growing its hemp. Additionally, pursuant to this agreement, Zack and Chase Webb assigns any Intellectual Property rights in the Germplasm (as defined therein) to Seller.
6. Pursuant to that certain Industrial Hemp Production Agreement, dated March 18, 2019, by and between Seller and Spookhouse Farms LLC, Seller grants a limited, personal, single-use, flowering-only license to certain Intellectual Property to Spookhouse Farms LLC for purposes of growing its hemp. Additionally, pursuant to this agreement, Spookhouse Farms LLC assigns any Intellectual Property rights in the Germplasm (as defined therein) to Seller.
7. Pursuant to that certain Industrial Hemp Production Agreement, dated February 19, 2019, by and between Seller and Justin Clark, Seller grants a limited, personal, single-use, flowering-only license to certain Intellectual Property to Justin Clark for purposes of growing its hemp. Additionally, pursuant to this agreement, Justin Clark assigns any Intellectual Property rights in the Germplasm (as defined therein) to Seller.
8. Pursuant to that certain Industrial Hemp Production Agreement, dated March 19, 2019, by and between Seller and David Joshua Cherry, Seller grants a limited, personal, single-use, flowering-only license to certain Intellectual Property to David Joshua Cherry for purposes of growing its hemp. Additionally, pursuant to this agreement, David Joshua Cherry assigns any Intellectual Property rights in the Germplasm (as defined therein) to Seller.
9. Pursuant to that certain Industrial Hemp Production Agreement, dated March 19, 2019, by and between Seller and Gary Riley, Seller grants a limited, personal, single-use, flowering-only license to certain Intellectual Property to Gary Riley for purposes of growing its hemp. Additionally, pursuant to this agreement, Gary Riley assigns any Intellectual Property rights in the Germplasm (as defined therein) to Seller.

10. Pursuant to that certain Industrial Hemp Production Agreement, dated February 19, 2019, by and between Seller and Conyea Hemp Farm, LLC, Seller grants a limited, personal, single-use, flowering-only license to certain Intellectual Property to Conyea Hemp Farm, LLC for purposes of growing its hemp. Additionally, pursuant to this agreement, Conyea Hemp Farm, LLC assigns any Intellectual Property rights in the Germplasm (as defined therein) to Seller.
11. Pursuant to that certain Industrial Hemp Production Agreement, dated March 19, 2019, by and between Seller and BOH LLC, Seller grants a limited, personal, single-use, flowering-only license to certain Intellectual Property to BOH LLC for purposes of growing its hemp. Additionally, pursuant to this agreement, BOH LLC assigns any Intellectual Property rights in the Germplasm (as defined therein) to Seller.
12. Alden Wellness has alleged that portions of the GenCanna Business infringe on their intellectual property rights.

**Domain Names**

1. liveorigins.com
2. forty-sixandtwo.com
3. mygencanna.com
4. gencanna.com
5. gencannafarmers.com
6. gencannaglobal.org
7. gencannaglobal.com
8. gencannaglobalinc.com

**Schedule 4.13(a)**

**Licenses**

1. Hemp Grower License, License Number 21\_0521, issued on March 13, 2020 issued by the Kentucky Department of Agriculture.
2. Final Conditional Major, Construction and Operation Permit for a Crop Preparation Facility, dated April 29, 2019, issued by the Energy and Environment Cabinet of the Department for Environmental Protection of Kentucky.
3. Final Permit Determination, dated April 25, 2019, issued by the Commonwealth of Kentucky's Division of Air Quality.
4. Air Quality Permit, Permit ID F-19-012, issued on April 28, 2019 by the Commonwealth of Kentucky's Energy and Environment Cabinet of the Department for Environmental Protection, Division of Air Quality.
5. Hemp Processor/Handler License, License Number P\_0145 issued by on February 24, 2020 by the Kentucky Department of Agriculture.

**Schedule 4.13(b)**

**Financial Assurances**

None.

**Schedule 4.15**

**Accounts Receivable**

- 1) See attached accounts receivables.
- 2) Note receivables and other receivables from the following:

Atalo	\$490,251.84
Southern Tier Hemp	\$3,363,964.26
4274 Colby, LLC	\$673,779.38
Matty Miranda	\$86,989.45
Southern Tier Hemp	\$750,000.00
Matty Miranda	\$230,000.00
Atalo	\$2,500,000.00
Bob Huttick	\$4,130,000.00

**GenCanna Global USA, Inc**  
**Accounts Receivable Aging as of 5/11/2020**

Note: The report was generated from the Company's Accounting System and may exclude certain adjustments.

Note 2: Amounts stated are gross and excludes any allowance or reserves recorded

Customer	SALES REP	Total	Current	30	60	90	>90	PAST DUE
871 MedTerra	Sonya Bain	\$1,654,553.39	\$0.00	\$0.00	\$33,040.87	\$549,056.83	\$1,072,455.69	\$1,654,553.39
467 Freyherr	Robert Ney	\$811,550.00	\$0.00	\$0.00	\$0.00	\$0.00	\$811,550.00	\$811,550.00
718 Blue Moon Hemp	Shannon Hamilton	\$788,310.21	\$0.00	\$0.00	\$0.00	\$0.00	\$788,310.21	\$788,310.21
82 GRW Distributors	Shannon Hamilton	\$718,750.00	\$0.00	\$0.00	\$0.00	\$0.00	\$718,750.00	\$718,750.00
1375 Freyherr Medical Cannabis d.o.o.	Robert Ney	\$301,916.15	\$0.00	\$0.00	\$0.00	\$0.00	\$301,916.15	\$301,916.15
870 Real Remedy	Shannon Hamilton	\$299,310.00	\$0.00	\$0.00	\$0.00	\$0.00	\$299,310.00	\$299,310.00
1589 Theorem 12 LLC	Jonathan Goshorn	\$265,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$265,000.00	\$265,000.00
681 Southern Tier Hemp	Sonya Bain	\$228,192.10	\$0.00	\$0.00	\$0.00	\$0.00	\$228,192.10	\$228,192.10
31 Ceed2Med	Brittany Edgar	\$189,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$189,000.00	\$189,000.00
1609 MedTerra EU	Sonya Bain	\$175,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$175,000.00	\$175,000.00
1376 Elemental Processing	NONE	\$142,266.64	\$0.00	\$0.00	\$0.00	\$0.00	\$142,266.64	\$142,266.64
431 CBD Unlimited	Robert Ney	\$140,574.84	\$0.00	\$0.00	\$0.00	\$0.00	\$140,574.84	\$140,574.84
923 Dushey Ltd	Shannon Hamilton	\$135,313.07	\$0.00	\$0.00	\$0.00	\$0.00	\$135,313.07	\$135,313.07
610 Plexus	Robert Ney	\$133,757.20	\$0.00	\$128,737.20	\$0.00	\$0.00	\$5,020.00	\$133,757.20
493 Apotheca Biosciences	Robert Ney	\$84,134.10	\$0.00	\$0.00	\$0.00	\$0.00	\$84,134.10	\$84,134.10
207 Bona Vida, Inc.	Courtney Cote	\$70,487.42	\$0.00	\$0.00	\$0.00	\$0.00	\$70,487.42	\$70,487.42
853 MCV Enterprises	Brittany Edgar	\$69,975.00	\$0.00	\$0.00	\$0.00	\$0.00	\$69,975.00	\$69,975.00
876 Hempro	Sonya Bain	\$46,017.46	\$0.00	\$0.00	\$46,017.46	\$0.00	\$0.00	\$46,017.46
901 Phresh Products	Megan Dolan	\$44,442.95	\$0.00	\$0.00	\$0.00	\$0.00	\$44,442.95	\$44,442.95
339 Bob Huttick	Robert Ney	\$38,439.50	\$0.00	\$0.00	\$0.00	\$0.00	\$38,439.50	\$38,439.50
1447 Florance	Robert Ney	\$37,576.05	\$0.00	\$0.00	\$0.00	\$0.00	\$37,576.05	\$37,576.05
1974 Natures Sunshine Products Inc	Shannon Hamilton	\$36,238.50	\$0.00	\$0.00	\$35,185.50	\$1,053.00	\$0.00	\$36,238.50
1197 Satipharm	Courtney Cote	\$35,173.00	\$0.00	\$0.00	\$0.00	\$0.00	\$35,173.00	\$35,173.00
1108 Atalo Holdings - HRC	Jonathan Goshorn	\$32,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32,500.00	\$32,500.00
1217 Reliva CBD Wellness	Robert Ney	\$27,771.65	\$0.00	\$0.00	\$17,100.00	\$0.00	\$10,671.65	\$27,771.65
876:2 HempConsult GmbH	Garrett Bain	\$24,091.66	\$0.00	\$0.00	\$0.00	\$24,091.66	\$0.00	\$24,091.66

1668 Janson Beckett Cosmeceuticals	Robert Ney	\$19,444.00	\$0.00	\$0.00	\$0.00	\$0.00	\$19,444.00	\$19,444.00
7 Base, Inc.	Courtney Cote	\$16,128.79	\$0.00	\$0.00	\$0.00	\$0.00	\$16,128.79	\$16,128.79
622 Farmaceutical Partners	Robert Ney	\$14,076.60	\$0.00	\$0.00	\$0.00	\$0.00	\$14,076.60	\$14,076.60
719 Dr. Phillips Formulations	Brittany Edgar	\$13,504.17	\$0.00	\$1,361.51	\$9,195.00	\$0.00	\$2,947.66	\$13,504.17
588 Full Spectrum Corp	Courtney Cote	\$13,401.40	\$0.00	\$0.00	\$0.00	\$0.00	\$13,401.40	\$13,401.40
1193 Healthy Market	Jon Pryor	\$12,096.00	\$0.00	\$0.00	\$12,096.00	\$0.00	\$0.00	\$12,096.00
329 Vitamin Energy, LLC	Stuart Strnad	\$12,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$12,000.00	\$12,000.00
845 Natures Purist	Megan Dolan	\$8,075.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,075.00	\$8,075.00
125 Gabberdunes Hemp	Jonathan Goshorn	\$6,214.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,214.00	\$6,214.00
275 Winged Nutrition, LLC	Brittany Edgar	\$6,125.00	\$0.00	\$0.00	\$6,125.00	\$0.00	\$0.00	\$6,125.00
157 JRF Technology LLC	Robert Ney	\$6,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,000.00	\$6,000.00
928 Synergy Botanicals	Robert Ney	\$6,000.00	\$0.00	\$0.00	\$0.00	\$6,000.00	\$0.00	\$6,000.00
866 Curaleafky	Robert Ney	\$4,543.70	\$0.00	\$0.00	\$0.00	\$0.00	\$4,543.70	\$4,543.70
192 Cannaroo	Sonya Bain	\$3,876.80	\$0.00	\$0.00	\$0.00	\$0.00	\$3,876.80	\$3,876.80
4085 Juice Nutrition	Shannon Hamilton	\$2,997.93	\$0.00	\$0.00	\$0.00	\$0.00	\$2,997.93	\$2,997.93
248 pHountain Health	Brittany Edgar	\$2,253.10	\$0.00	\$0.00	\$0.00	\$0.00	\$2,253.10	\$2,253.10
769 HH Alive, LLC	Megan Dolan	\$1,730.52	\$0.00	\$0.00	\$0.00	\$0.00	\$1,730.52	\$1,730.52
1273 MAC Health, LLC	Courtney Cote	\$1,021.61	\$0.00	\$0.00	\$0.00	\$0.00	\$1,021.61	\$1,021.61
78 Molecular Health Technologies	Shannon Hamilton	\$928.00	\$0.00	\$0.00	\$0.00	\$0.00	\$928.00	\$928.00
3262 Our Enterprise Unlimited LLC	Aitor Arrieta	\$672.00	\$0.00	\$0.00	\$0.00	\$0.00	\$672.00	\$672.00
3947 Potent Farms	James Overby	\$374.69	\$0.00	\$0.00	\$0.00	\$0.00	\$374.69	\$374.69
1744 Nectar Farms LLC	Robert Ney	\$303.67	\$0.00	\$0.00	\$303.67	\$0.00	\$0.00	\$303.67
984 The C Store Depot	Courtney Cote	\$195.00	\$0.00	\$0.00	\$0.00	\$0.00	\$195.00	\$195.00
1797 Magu Botanicals LLC	Aitor Arrieta	\$190.00	\$0.00	\$0.00	\$0.00	\$0.00	\$190.00	\$190.00
1128 Vitality CBD Ltd	Brittany Edgar	\$165.26	\$0.00	\$165.26	\$0.00	\$0.00	\$0.00	\$165.26
1359 Full Spectrum Ventures, LLC.	Jonathan Goshorn	\$143.44	\$0.00	\$0.00	\$0.00	\$143.44	\$0.00	\$143.44
27 Buddha Belly Bang, LLC	Brittany Edgar	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00	\$60.00	\$60.00
975 RQ Enterprise Group, LLC dba CBD Nature Wellness	Jonathan Goshorn	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00	\$60.00	\$60.00
299 Natural Alternatives CBD	Jonathan Goshorn	\$59.76	\$0.00	\$0.00	\$0.00	\$59.76	\$0.00	\$59.76
857 Restore and Balance	Jonathan Goshorn	\$25.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25.00	\$25.00
11 Grams Distribution	Courtney Cote	\$20.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20.00	\$20.00
1169 NWI	Robert Ney	\$20.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20.00	\$20.00
344 Hometown Hemp	Robert Ney	\$20.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20.00	\$20.00
1355 Russo & Lytle Holdings, LLC	Robert Ney	\$11.30	\$0.00	\$0.00	\$0.00	\$11.30	\$0.00	\$11.30

1794 Encanto Giving Tree	Shannon Hamilton	\$3.12	\$0.00	\$0.00	\$3.12	\$0.00	\$0.00	\$3.12
4143 Txsyn Labs InT	Robert Ney	\$2.92	\$0.00	\$2.92	\$0.00	\$0.00	\$0.00	\$2.92
4129 Pure Hawaiian CBD	Sonya Bain	(\$573.14)	\$0.00	(\$573.14)	\$0.00	\$0.00	\$0.00	(\$573.14)
<b>TOTAL \$</b>		<b>\$6,682,510.53</b>	<b>\$0.00</b>	<b>\$129,693.75</b>	<b>\$159,066.62</b>	<b>\$580,415.99</b>	<b>\$5,813,334.17</b>	<b>\$6,682,510.53</b>
<b>TOTAL %</b>			<b>0.00%</b>	<b>1.94%</b>	<b>2.38%</b>	<b>8.69%</b>	<b>86.99%</b>	<b>100.00%</b>

**Schedule 4.16**

**Inventory**

See attached.

Description	Bags	Bags/Jars	Barrels	Buckets	Cases	Crates	Drums	Large Bales	Small Bales	Supersacks	Totes	Eaches	Drums/Bags	Grand Total
125mg/5ml FS+HSO+GSO+Orange   LE190139							1							1
1500mg/30ml CC+MCT+Lemon Lime   LE190184							1							1
1500mg/30ml CC+MCT+Peppermint   LE200021							1							1
1500mg/30ml CC+MCT+Strawberry Guava   LE190185							1							1
1500mg/30ml FS+MCT+Cinnamon   LE200026							1							1
1500mg/30ml FS+MCT+Green Tea Mango Ginger   LE190313							1							1
1500mg/30ml FS+MCT+Key Lime   LE190315							1							1
1500mg/30ml FS+MCT+Nat   LE190697												1		1
1500mg/30ml FS+MCT+Natural   LE200022							1							1
1500mg/30ml FS+MCT+Orange Cream   LE190415												2		2
1500mg/30ml FS+MCT+Peppermint   LE190413												2		2
1500mg/30ml FS+MCT+Peppermint   LE200023							1							1
1500mg/30ml FS+MCT+Vanilla Almond   LE190414												2		2
150mg/15ml CC+MCT+Beef   LE190596							1							1
150mg/15ml CC+MCT+Chicken   LE190590							1							1
150mg/15ml CC+MCT+Nat   LE190593							1							1
25% FS+EVOO   #190820LE190665 #190510190428LE #190603LE190469 #190831LE190615							1							1
25% FS+MCT   n/a							1							1
2500mg/30ml FS+MCT+Nat   LE190698												1		1
2500mg/30ml FS+MCT+Orange Cream   LE190419												1		1
2500mg/30ml FS+MCT+PM   LE190699												1		1
2500mg/30ml FS+MCT+Vanilla Almond   LE190418												1		1
250mg/30ml CC+HSO+Bacon   LE200043							1							1
250mg/30ml CC+HSO+Chicken   LE200042							1							1
250mg/30ml CC+MCT+Orange Sunshine   LE190225							1							1
300mg/30ml CC+MCT+Beef   LE190597							1							1
300mg/30ml CC+MCT+Chicken   LE190591							1							1
300mg/30ml CC+MCT+Natural   LE190594							1							1
50/50 Mix Subcritical Crude Extract/Solvents							1							1
50/50 Mix Supercritical CBG Extract from Spent Material/Solvents							1							1
500mg/30ml FS+MCT+Cinnamon   LE200024							1							1
500mg/30ml FS+MCT+Green Tea Mango Ginger   LE190311							1							1
500mg/30ml FS+MCT+LL   CLE190700												1		1
50-50 Crude Extract/Acetone Mix							1							1
600mg/30ml FS+MCT+Nat   LE190694												1		1
600mg/30ml FS+MCT+Org Cream   LE190695												1		1
600mg/30ml FS+MCT+PM   LE190696												1		1
600mg/30ml FS+MCT+Vanilla Almond   LE190410												2		2
750mg/30ml CC+MCT+Beef   LE190598							1							1
750mg/30ml CC+MCT+Chicken   LE190592							1							1
750mg/30ml CC+MCT+Natural   LE190595							1							1
750mg/30ml CC+MCT+Strawberry Guava   LE190748												1		1
750mg/30ml FS+MCT+Cinnamon   LE200025							1							1
750mg/30ml FS+MCT+Green Tea Mango Ginger   LE190312							1							1
750mg/30ml FS+MCT+Key Lime   LE190314							1							1
750mg/30ml FS+MCT+Natural   LE190308							1							1
750mg/30ml FS+MCT+Orange Cream   LE200114												1		1
750mg/30ml FS+MCT+Peppermint   LE190310							1							1
750mg/30ml FS+MCT+Strawberry Guava   LE190749												1		1
Bona Vida Heart & Health Chew														78
Books & LiteratureBooks & Literature150 Uses: Fast & Fabulous												8		8
Books & LiteratureBooks & LiteratureAroma Infant												3		3
Books & LiteratureBooks & LiteratureBetsy Bosom's Baby Book												2		2
Books & LiteratureBooks & LiteratureCat's 101 Mini Booklet - 2nd Edition												3		3
Books & LiteratureBooks & LiteratureCBD: Plant-Based Wellness												9		9
Books & LiteratureBooks & LiteratureDogs 101: Mini Booklet - 2nd Edition												3		3
Books & LiteratureBooks & LiteratureEssential Oils Pocket Reference - 7th Edition												4		4
Books & LiteratureBooks & LiteratureEssential Oils Pocket Reference - 8th Edition												5		5
Books & LiteratureBooks & LiteratureGentle Babies												1		1
Books & LiteratureBooks & LiteratureHorses 101 Mini Booklet - 2nd Edition												3		3
Books & LiteratureBooks & LiteratureLucy Libido												1		1
Books & LiteratureBooks & LiteratureThe Power of CBD and Essential Oils												5		5
Books & LiteratureBooks & LiteratureYoung Living 2019 Product Guide												4		4
Bracelet DiffuserApparelBeaded Bracelet												5		5
Bracelet DiffuserApparelMetal Bracelet												13		13
CBD Isolate Powder   190015CBF							1							1
CBD Isolate Powder   n/a							1							1
CBD A W G L SEEDS													2	2
CBG Kettle							1							1
CC Oil 1500 (50MG)OilsCherry Amaretto												356		356
CC Oil 1500 (50MG)OilsGreen Tea Mango Ginger												192		192
CC Oil 1500 (50MG)OilsLemon Lime												39		39
CC Oil 1500 (50MG)OilsNatural												372		372
CC Oil 1500 (50MG)OilsOrange Sunshine												191		191
CC Oil 1500 (50MG)OilsPeppermint												387		387
CC Oil 1500 (50MG)OilsStrawberry Guava												187		187
CC Oil 500 (17MG)OilsCherry Amaretto												196		196
CC Oil 500 (17MG)OilsGreen Tea Mango Ginger												192		192
CC Oil 500 (17MG)OilsLemon Lime												363		363
CC Oil 500 (17MG)OilsMixed Berry												22		22
CC Oil 500 (17MG)OilsNatural												360		360
CC Oil 500 (17MG)OilsOrange Sunshine												636		636
CC Oil 500 (17MG)OilsPeppermint												186		186
CC Oil 500 (17MG)OilsStrawberry Guava												188		188
CC Oil 500 (17MG)OilsVanilla Bourbon												-		-
CC Oil 750 (25MG)OilsCherry Amaretto												189		189
CC Oil 750 (25MG)OilsGreen Tea Mango Ginger												192		192

Description	Bags	Bags/Jars	Barrels	Buckets	Cases	Crates	Drums	Large Bales	Small Bales	Supersacks	Totes	Eaches	Drums/Bags	Grand Total
CC Oil 750 (25MG)OilsLemon Lime												306		306
CC Oil 750 (25MG)OilsNatural												139		139
CC Oil 750 (25MG)OilsOrange Sunshine												522		522
CC Oil 750 (25MG)OilsPeppermint												221		221
CC Oil 750 (25MG)OilsStrawberry Guava												192		192
Cold Trap Material							4							4
Crew Neck 46&2ApparelBlack 2X												4		4
Crew Neck 46&2ApparelBlack 3X												7		7
Crew Neck 46&2ApparelBlack Extra Small												5		5
Crew Neck 46&2ApparelBlack Large												3		3
Crew Neck 46&2ApparelBlack Medium												5		5
Crew Neck 46&2ApparelBlack Small												7		7
Crew Neck 46&2ApparelBlack XL												7		7
Crew Neck 46&2ApparelGreen 2X												6		6
Crew Neck 46&2ApparelGreen 3X												2		2
Crew Neck 46&2ApparelGreen Extra Small												5		5
Crew Neck 46&2ApparelGreen Large												-		-
Crew Neck 46&2ApparelGreen Medium												10		10
Crew Neck 46&2ApparelGreen Small												6		6
Crew Neck 46&2ApparelGreen XL												13		13
Crew Neck 46&2ApparelNavy 2X												6		6
Crew Neck 46&2ApparelNavy 3X												2		2
Crew Neck 46&2ApparelNavy Extra Small												-		-
Crew Neck 46&2ApparelNavy Large												3		3
Crew Neck 46&2ApparelNavy Medium												8		8
Crew Neck 46&2ApparelNavy Small												5		5
Crew Neck 46&2ApparelNavy XL												9		9
Crew Neck 46&2ApparelWhite 2X												6		6
Crew Neck 46&2ApparelWhite 3X												7		7
Crew Neck 46&2ApparelWhite Extra Small												5		5
Crew Neck 46&2ApparelWhite Large												9		9
Crew Neck 46&2ApparelWhite Medium												10		10
Crew Neck 46&2ApparelWhite Small												7		7
Crew Neck 46&2ApparelWhite XL												11		11
Crew Neck From KYApparelBlack 2X												8		8
Crew Neck From KYApparelBlack 3X												7		7
Crew Neck From KYApparelBlack Extra Small												4		4
Crew Neck From KYApparelBlack Large												11		11
Crew Neck From KYApparelBlack Medium												15		15
Crew Neck From KYApparelBlack Small												12		12
Crew Neck From KYApparelBlack XL												12		12
Crew Neck From KYApparelNavy 2X												9		9
Crew Neck From KYApparelNavy 3X												5		5
Crew Neck From KYApparelNavy Extra Small												5		5
Crew Neck From KYApparelNavy Large												15		15
Crew Neck From KYApparelNavy Medium												17		17
Crew Neck From KYApparelNavy Small												12		12
Crew Neck From KYApparelNavy XL												16		16
Crew Neck From KYApparelWhite 2X												6		6
Crew Neck From KYApparelWhite 3X												2		2
Crew Neck From KYApparelWhite Extra Small												5		5
Crew Neck From KYApparelWhite Large												5		5
Crew Neck From KYApparelWhite Medium												9		9
Crew Neck From KYApparelWhite Small												3		3
Crew Neck From KYApparelWhite XL												10		10
Crude Extract				5			547							552
Crystalline Cannabidiol					5		20						66	91
Crystalline Cannabigerol	23						1							24
DC101-Dry Cap Muscle/Joint Bulk 25mgCC in MCT												12		12
DC102-Dry Cap Muscle/Joint Bottled25mgCCinMCT48bt/case												45		45
DC103-Dry Cap Sleep Bulk 25mg CC in MCT												13		13
DC104-Dry Cap Sleep Bottled 25mg CC in MCT 48bt/case												61		61
DC105-Dry Cap Multi Vitamin Bulk 25mg CC in MCT												6		6
DC106-Dry Cap Multi Vitamin 25mg CC in MCT 48bt/case												80		80
Decarbed Hemp	5						290							295
DiffusersDiffusersCar Vent - Gray												1		1
DiffusersDiffusersCar Vent - Rose Gold												1		1
DiffusersDiffusersDesert Mist Ultrasonic Diffuser												4		4
DiffusersDiffusersDewdrop Diffuser												2		2
DiffusersDiffusersFeather The Owl Diffuser												2		2
DiffusersDiffusersLantern Ultrasonic Diffuser												3		3
Distill Mother Liquor Residual							1							1
Distillate							38							38
Distillate (CKY)							3							3
Distiller Mother Liquor Terpenes							1							1
Dried Hemp	23						1,426				567	72		2,088
Dry CapsulesCapsulesMultivitamin Support - 25mg												48		48
Dry CapsulesCapsulesMuscle & Joint - 25mg												40		40
Dry CapsulesCapsulesSleep Support - 25mg												45		45
EP - Big Still Waste							1							1
EP - Daughter Liquor							1							1
EP - Fourth Pass ML Waste							1							1
EP - Second Pass Waste							1							1
EP - Small Still Waste							1							1
Evening Primrose Oil							1							1
Extra Virgin Olive Oil							1							1
FC101-Fruit Cube 10mg CC Orange Cream (30ct) 48bt/Case												74		74



Description	Bags	Bags/Jars	Barrels	Buckets	Cases	Crates	Drums	Large Bales	Small Bales	Supersacks	Totes	Eaches	Drums/Bags	Grand Total
Historical Crop Retains							29							29
HygiaHygiaHygia - Blue												106		106
HygiaHygiaHygia - Orange												72		72
Liquid Emulsions							67							67
MCT Oil							1							1
MedTerra Full Spectrum Distillate					5									5
Mistake Liquid Emulsions							1							1
Mixed Extracts from Lab							1							1
Mother Liquor					1		113							114
Mother Liquor (ML)							1							1
Mother Liquor mix with hexane							1							1
Mother Liquor with Hexane							8							8
Muscle Joint Soft Chew 9						82								82
OD101-Oil Drops 500MG CC in MCT Peppermint- 192btl /Case 30ML												111		111
OD102-Oil Drops 750MG CC in MCT Peppermint- 192btl /Case 30ML												100		100
OD104-Oil Drops 500MG CC in MCT Lemon Lime- 192btl/ Case 30ML												6		6
OD105-Oil Drops 750MG CC in MCT Lemon Lime- 192btl /Case 30ML												6		6
OD107-Oil Drops 500MG CC in MCT Orange Sunshine- 192btl/Case 30ML												6		6
OD108-Oil Drops 750MG CC in MCT Orange Sunshine- 192btl/Case 30ML												8		8
OD110-Oil Drops 500MG FS in MCT Natural- 192btl /Case 30ML												111		111
OD111-Oil Drops 750MG FS in MCT Natural- 192btl /Case 30ML												104		104
OD113-Oil Drops 500MG FS in MCT Peppermint- 192btl /Case 30ML												105		105
OD114-Oil Drops 750MG FS in MCT Peppermint- 192btl /Case 30ML												107		107
OD116-Oil Drops 500MG FS in MCT Key Lime- 192btl /Case 30ML												3		3
OD120-Oil Drops 250MG CC in HSO Natural- 192btl /Case 30ML												6		6
OD122-OD 500MG CC in MCT Mixed Berry- 192btl 30ML												5		5
OD123-OD 750MG CC in MCT Mixed Berry- 192btl 30ML												9		9
OD124-OD 1500MG CC in MCT Mixed Berry- 192btl 30ML												4		4
OD125-OD 500MG CC in MCT Cherry Amaretto- 192btl 30ML												3		3
OD126-OD 750MG CC in MCT Cherry Amaretto- 192btl 30ML												3		3
OD127-OD 1500MG CC in MCT Cherry Amaretto- 192btl 30ML												4		4
OD128-OD 500MG CC in MCT Strawberry Guava- 192btl 30ML												9		9
OD129-OD 750MG CC in MCT Strawberry Guava- 192btl 30ML												1		1
OD130-OD 1500MG CC in MCT Strawberry Guava- 192btl 30ML												4		4
OD132-OD 500MG FS in MCT Vanilla Almond- 192btl 30ML												8		8
OD133-OD 750MG FS in MCT Vanilla Almond- 192btl 30ML												1		1
OD134-OD 1500MG FS in MCT Vanilla Almond- 192btl 30ML												3		3
OD137-Oil Drops 1500MG FS in MCT Orange Cream 192btl/ Case 30ML												5		5
OD138-OD 500MG FS in HSO Peppermint- 192btl 30ML												19		19
OD139-OD 750MG FS in HSO Peppermint- 192btl 30ML												7		7
OD140-OD 1500MG FS in HSO Peppermint- 192btl 30ML												3		3
OD141-OD 500MG FS in HSO Vanilla Almond- 192btl 30ML												4		4
OD142-OD 750MG FS in HSO Vanilla Almond- 192btl 30ML												6		6
OD143-OD 1500MG FS in HSO Vanilla Almond- 192btl 30ML												6		6
OD144-OD 500MG FS in HSO Cinnamon- 192btl 30ML												10		10
OD145-OD 750MG FS in HSO Cinnamon- 192btl 30ML												2		2
OD146-OD 1500MG FS in HSO Cinnamon- 192btl 30ML												6		6
OD150-OD 500MG CC in MCT Natural- 192btl 30ML												117		117
OD151-OD 750MG CC in MCT Natural- 192btl 30ML												117		117
OD152-OD 1500MG CC in MCT Natural- 192btl 30ML												3		3
OD153-Oil Drops 500MG CC in MCT Green Tea Mango Ginger												5		5
OD154-Oil Drops 750MG CC in MCT Green Tea Mango Ginger												5		5
OD155-Oil Drops 1500MG CC in MCT Green Tea Mango Ginger												5		5
OD156-Oil Drops 500MG FS in HSO Natural												13		13
OD157-Oil Drops 750MG FS in HSO Natural												8		8
OD158-Oil Drops 1500MG FS in HSO Natural												3		3
OD162-Oil Drops 500MG FS in MCT Chocolate Mint												4		4
OD163-Oil Drops 750MG FS in MCT Chocolate Mint												3		3
OD164-Oil Drops 500MG CC in MCT Chocolate Mint												6		6
OD165-Oil Drops 750MG CC in MCT Chocolate Mint												6		6
OD166-Oil Drops 500MG FS in MCT Mixed Berry												6		6
OD168-Oil Drops 500MG CC in MCT Orange Cream												6		6
OD169-Oil Drops 750MG CC in MCT Orange Cream												6		6
OD170-Oil Drops 500MG FS in MCT Strawberry Guava												3		3
OD172-Oil Drops 500MG CC in HSO Natural												6		6
OD173-Oil Drops 500MG CC in HSO Peppermint												7		7
OD174-Oil Drops 500MG CC in HSO Cinnamon												6		6
OD177-Oil Drops 250MG CC in MCT Peppermint												6		6
Organic MCT Oil							1							1
PSC104-Pet Soft Chew 2mg Muscle/Joint 30ct/Bag												4		4
PSC105-Pet Soft Chew 2mg Skin/Coat 30ct/Bag												41		41
PSC106-Pet Soft Chew .66mg Heart/Health 30ct/Bag												74		74
R&D Refined Extract							1							1
Refined Extract					1									1
Refined Mother Lliquor							1							1
Refined Supercritical Extract from Spent Material							1							1
Second Wash Kettles							1							1
Seeds - Futura 75							10							10
Seeds - Santhica 70							17							17
Seeds - Shell							3							3
SG102-CS/ of Soft Gels Bulk 25mg CC in MCT												33		33
SG106-SoftGelsBulk 50mg CC in MCT 15 Y												9		9
SG107-SoftGelsBottled 50mg CC in MCT 96btl/case												32		32
SG108-SoftGelsBulk 25mg FS in MCT 15 Y												8		8
SG109-SoftGelsBottled 25mg FS in MCT 96btl/case												67		67
SG110-SoftGels Bulk10mgCC in MCT												8		8
SG111-SoftGels Bottled10mgCC in MCT												57		57

Description	Bags	Bags/Jars	Barrels	Buckets	Cases	Crates	Drums	Large Bales	Small Bales	Supersacks	Totes	Eaches	Drums/Bags	Grand Total
SG1-E SEEDS		3												3
SG2-L SEEDS		4												4
SGC4E SEEDS		1												1
Soft GelsCapsulesSoft Gels 10mg												95		95
Soft GelsCapsulesSoft Gels 25mg												141		141
Soft GelsCapsulesSoft Gels 50mg												85		85
Soft GelsCapsulesSoft Gels FULL SPEC - 25mg												42		42
Subcritical Crude Extract (CE)							1							1
Supercritical Extract							1							1
Supercritical Extract from Pre-Spent Material							1							1
Supercritical Extract from Raw Hemp							36							36
Supercritical Extract from Raw Hemp - CBG							2							2
Supercritical Extract from Spent Material					1		28							29
Supercritical Refined Extract			7	2										9
Supercritical Refined Extract from Raw Hemp							23							23
Supercritical Refined Extract from Spent Material							37							37
TC106-Topical Cream 400mg CC 100ML Natural												53		53
TC107-Topical Cream 400mg CC 100ML Menthol												44		44
TC108-Topical Cream 400mg CC 100ML Lemongrass												50		50
TC109-Topical Cream 400mg CC 100ML Sandalwood												51		51
TC110-Topical Cream 400mg CC 100ML Lavendar												6		6
TC118-Topical Cream 1000mg CC 100ML Menthol												68		68
TC119-Topical Cream 1000mg CC 100ML Airless Pump Natural 96pump/case												54		54
Terpenes							6							6
Topical LotionsTopicalsLavender												191		191
Topical LotionsTopicalsLemongrass 400MG												162		162
Topical LotionsTopicalsMenthol 400MG												-		-
Topical LotionsTopicalsNatural 400MG												171		171
Topical LotionsTopicalsSandalwood 400MG												74		74
VapesVape MaterialsPineapple Express												34		34
VapesVape MaterialsPurple Punch												33		33
VapesVape MaterialsSour Diesel												44		44
VapesVape MaterialsStrawnana												36		36
VapesVape MaterialsTropical Haze												49		49
VapesVape MaterialsZkittles												43		43
Vitamin E							1							1
V-Neck 46&2ApparelBlack 2X												14		14
V-Neck 46&2ApparelBlack 3X												-		-
V-Neck 46&2ApparelBlack Extra Small												5		5
V-Neck 46&2ApparelBlack Large												-		-
V-Neck 46&2ApparelBlack Medium												11		11
V-Neck 46&2ApparelBlack Small												11		11
V-Neck 46&2ApparelBlack XL												11		11
V-Neck 46&2ApparelGreen 2X												13		13
V-Neck 46&2ApparelGreen 3X												-		-
V-Neck 46&2ApparelGreen Extra Small												5		5
V-Neck 46&2ApparelGreen Large												10		10
V-Neck 46&2ApparelGreen Medium												12		12
V-Neck 46&2ApparelGreen Small												10		10
V-Neck 46&2ApparelGreen XL												12		12
V-Neck 46&2ApparelNavy 2X												2		2
V-Neck 46&2ApparelNavy 3X												-		-
V-Neck 46&2ApparelNavy Extra Small												10		10
V-Neck 46&2ApparelNavy Large												10		10
V-Neck 46&2ApparelNavy Medium												11		11
V-Neck 46&2ApparelNavy Small												10		10
V-Neck 46&2ApparelNavy XL												3		3
V-Neck 46&2ApparelWhite 2X												2		2
V-Neck 46&2ApparelWhite 3X												-		-
V-Neck 46&2ApparelWhite Extra Small												3		3
V-Neck 46&2ApparelWhite Large												7		7
V-Neck 46&2ApparelWhite Medium												8		8
V-Neck 46&2ApparelWhite Small												-		-
V-Neck 46&2ApparelWhite XL												4		4
V-Neck From KYApparelBlack 2X												14		14
V-Neck From KYApparelBlack 3X												-		-
V-Neck From KYApparelBlack Extra Small												11		11
V-Neck From KYApparelBlack Large												19		19
V-Neck From KYApparelBlack Medium												8		8
V-Neck From KYApparelBlack Small												11		11
V-Neck From KYApparelBlack XL												12		12
V-Neck From KYApparelNavy 2X												11		11
V-Neck From KYApparelNavy 3X												-		-
V-Neck From KYApparelNavy Extra Small												11		11
V-Neck From KYApparelNavy Large												12		12
V-Neck From KYApparelNavy Medium												14		14
V-Neck From KYApparelNavy Small												10		10
V-Neck From KYApparelNavy XL												10		10
V-Neck From KYApparelWhite 2X												1		1
V-Neck From KYApparelWhite 3X												-		-
V-Neck From KYApparelWhite Extra Small												6		6
V-Neck From KYApparelWhite Large												5		5
V-Neck From KYApparelWhite Medium												9		9
V-Neck From KYApparelWhite Small												-		-
V-Neck From KYApparelWhite XL												5		5
VW - Finished Extractable											2			2
VW - Finished Non-Extractable											6			6

Description	Bags	Bags/Jars	Barrels	Buckets	Cases	Crates	Drums	Large Bales	Small Bales	Supersacks	Totes	Eaches	Drums/Bags	Grand Total
VW - Finished Sifted Biomass											3			3
Water Soluble Cannabidiol							1							1
Water Wash Kettle							1							1
Wet Stable Baled Biomass								12,628	1,967					14,595
YL - Essential OilsYL - Essential OilsChristmas Spirit - 5mL												9		9
YL - Essential OilsYL - Essential OilsCool Azul - 15mL												3		3
YL - Essential OilsYL - Essential OilsCopaiba - 15mL												3		3
YL - Essential OilsYL - Essential OilsFrankincense - 15mL												3		3
YL - Essential OilsYL - Essential OilsGrapefruit - 15mL												5		5
YL - Essential OilsYL - Essential OilsJoy - 15mL												3		3
YL - Essential OilsYL - Essential OilsLavender - 15mL												6		6
YL - Essential OilsYL - Essential OilsLemon - 15mL												4		4
YL - Essential OilsYL - Essential OilsLemongrass - 15mL												4		4
YL - Essential OilsYL - Essential OilsLime - 15mL												4		4
YL - Essential OilsYL - Essential OilsManuka - 5mL												2		2
YL - Essential OilsYL - Essential OilsOrange - 15mL												5		5
YL - Essential OilsYL - Essential OilsPanaway - 15ML												3		3
YL - Essential OilsYL - Essential OilsPanaway - 5mL												5		5
YL - Essential OilsYL - Essential OilsPeace & Calming - 5mL												2		2
YL - Essential OilsYL - Essential OilsPeppermint - 15mL												3		3
YL - Essential OilsYL - Essential OilsPurification - 5mL												5		5
YL - Essential OilsYL - Essential OilsR.C. - 5mL												5		5
YL - Essential OilsYL - Essential OilsSpearment - 5mL												5		5
YL - Essential OilsYL - Essential OilsStress Away - 15mL												3		3
YL - Essential OilsYL - Essential OilsTea Tree - 15mL												3		3
YL - Essential OilsYL - Essential OilsValor - 5 mL												4		4
YL - Kids Scents Essential OilsYL - Essential OilsOwie - 5mL												5		5
YL - Kids Scents Essential OilsYL - Essential OilsSleepyize - 5mL												3		3
YL - Kids Scents Essential OilsYL - Essential OilsSniffleaze - 5mL												1		1
YL - Kids Scents Essential OilsYL - Essential OilsTummygize - 5mL												4		4
YL - Personal CareYL - Essential OilsBreathe Again Roll-On Oil												3		3
YL - Personal CareYL - Essential OilsCinnamint Lip Balm												9		9
YL - Personal CareYL - Essential OilsDeep Relief Roll-On Oil												3		3
YL - Personal CareYL - Essential OilsGrapefruit Lip Balm												6		6
YL - Personal CareYL - Essential OilsJoy To The World - Snowflake Bath Bomb												6		6
YL - Personal CareYL - Essential OilsLavender Lip Balm												8		8
YL - Personal CareYL - Essential OilsO' Christmas Tree - Snowflake Bath Bomb												6		6
YL - Personal CareYL - Essential OilsStress Away Roll-On Oil												2		2
YL - Personal CareYL - Essential OilsV-6 Vegetable Oil Complex Massage Oil - 8oz												3		3
YL - Personal CareYL - Essential OilsVanillamint Lip Balm												-		-
YL - Supplements & VitaminsYL - Supplements & VitaminsLife 9 - Probiotic Supplement - 30 Count												5		5
YL - Supplements & VitaminsYL - Supplements & VitaminsSuper B Multivitamin - 60 Count												5		5
YL - Supplements & VitaminsYL - Supplements & VitaminsSuper C Chewable - 90 Count												-		-
YL - ThievesYL - ThievesHousehold Cleaner - 14.4oz												4		4
YL - ThievesYL - ThievesSpray Glass Bottle												2		2
YL - ThievesYL - ThievesThieves Essential Oil Bottle - 15mL												7		7
YL - ThievesYL - ThievesThieves Vitality - 5mL												5		5
YL - ThievesYL - ThievesWaterless Hand Purifier												12		12
YL - Vitality Essential OilsYL - Vitality Essential OilsBasil Vitality - 5mL												3		3
YL - Vitality Essential OilsYL - Vitality Essential OilsBlack Pepper Vitality - 5mL												3		3
YL - Vitality Essential OilsYL - Vitality Essential OilsCinnamon Bark Vitality - 5mL												2		2
YL - Vitality Essential OilsYL - Vitality Essential OilsClove Vitality - 5mL												3		3
YL - Vitality Essential OilsYL - Vitality Essential OilsDigize Vitality - 5mL												4		4
YL - Vitality Essential OilsYL - Vitality Essential OilsJade Lemon Vitality - 5mL												1		1
YL - Vitality Essential OilsYL - Vitality Essential OilsLemon Vitality - 5mL												3		3
YL - Vitality Essential OilsYL - Vitality Essential OilsLime Vitality - 5mL												3		3
YL - Vitality Essential OilsYL - Vitality Essential OilsNutmeg Vitality - 5mL												3		3
YL - Vitality Essential OilsYL - Vitality Essential OilsOrange Vitality - 5mL												3		3
YL - Vitality Essential OilsYL - Vitality Essential OilsOregano Vitality - 5mL												3		3
YL - Vitality Essential OilsYL - Vitality Essential OilsPeppermint Vitality - 5mL												4		4
YL - Vitality Essential OilsYL - Vitality Essential OilsRosemary Vitality - 5mL												3		3
YL - Vitality Essential OilsYL - Vitality Essential OilsSage Vitality - 5mL												3		3
YL - Vitality Essential OilsYL - Vitality Essential OilsThyme Vitality - 5mL												4		4
ZT-13 SEEDS				4										4
ZT-15 SEEDS				2										2
ZT-2 SEED				1										1
ZT-3 SEEDS				2										2
ZT-7 SEEDS				1										1
ZT-9 SEEDS				4										4
<b>Grand Total</b>	<b>51</b>	<b>24</b>	<b>13</b>	<b>15</b>	<b>795</b>	<b>1,716</b>	<b>1,317</b>	<b>12,628</b>	<b>1,967</b>	<b>578</b>	<b>72</b>	<b>19,947</b>	<b>66</b>	<b>39,188</b>

**Schedule 4.17(a)**

**Customer Accounts**

(i)

	<b>Customer Name</b>	<b>Revenue Year Ended December 31, 2019</b>	<b>Customer Name</b>	<b>Revenue January 1, 2020 - March 31, 2020</b>
1	Sentia Wellness	\$11,767,150.62	My Daily Choice	\$568,158.90
2	MedTerra	\$10,536,270.07	Hempro	\$220,437.59
3	My Daily Choice	\$6,687,488.84	Green Compass, Inc.	\$188,118.75
4	GRW Distributors	\$3,775,000.00	Reliva CBD Wellness	\$185,024.64
5	MB Consulting LLC	\$2,900,506.37	Northwest Industries LLC	\$108,037.50
6	Koi CBD	\$2,085,299.76	SHIKAI Products	\$100,000.00
7	Hempro	\$1,832,630.55	Althea	\$89,975.00
8	Blue Moon Hemp	\$1,721,490.00	MB Consulting LLC	\$80,900.00
9	Bona Vida, Inc.	\$1,502,997.24	Always Pure Organics	\$71,177.05
10	Green Compass, Inc.	\$1,494,052.40	LVR Consulting	\$61,033.22
11	Silver Shadow Ventures, LLC	\$1,231,293.31	MedTerra	\$55,072.87
12	CBD Unlimited	\$1,009,074.84	Georgia 1851, LLC	\$54,023.72
13	Beyond Botanicals, LLC	\$992,435.00	Vitality CBD Ltd	\$51,413.00
14	Florance	\$874,425.05	Dr. Phillips Formulations	\$43,568.66
15	Plexus	\$817,890.05	Cosmax NBT USA	\$42,000.00

(ii)

1. Reliva CBD Wellness raised concerns with Sellers related to on-time delivery and quality issues for certain private label ready-to-drink energy shots, oral sprays, gummies, and balm sticks.
2. Dr. Phillips Formulations was concerned over the terpene content of softgels. Sellers ultimately never shipped the goods.
4. My Daily Choice initially refused to do business with the Sellers in 2019 due to the fact the Sellers would not sign an exclusive arrangement. My Daily Choice has since started purchasing products from the Sellers in 2020.
5. Koi CBD has cancelled its relationship with the Sellers.

*(iii)*

See Schedule 4.18(b)(ii).

**Schedule 4.17(b)**

**Suppliers**

The following list does not includes suppliers that are providing professional and other consulting services for the Sellers

	<b>Supplier Name</b>	<b>Expenditures Incurred Year Ended December 31, 2019</b>	<b>Supplier Name</b>	<b>Expenditures Incurred January 1, 2020 - March 31, 2020</b>
1	GroHappy Inc	\$4,883,654.19	Specialty Oil Extractors	\$563,940.01
2	Laidig Systems Inc	\$3,832,200.00	FIRST Insurance Funding	\$431,195.74
3	ML1 LLC	\$2,990,618.74	ECS Brands	\$382,800.00
4	Face and Body Cosmetics	\$2,969,379.76	Humana Health Plan Inc.	\$348,579.61
5	Kice Industries Inc	\$2,417,970.43	CAC Specialty	\$250,000.00
6	Pinnacle, Inc	\$2,091,552.83	Molecular Health Technologies	\$214,210.11
7	Louisville Dryer Company	\$1,790,023.30	Central Bank	\$198,304.00
8	Nanticoke Gardens	\$1,745,889.60	Mike Blume	\$195,000.00
9	Humana Health Plan Inc	\$1,576,650.34	Oregon Processing Solutions LLC	\$195,000.00
10	ValidCare LLC	\$1,466,666.66	828 Logistics LLC	\$187,811.00

GenCanna is currently involved in a dispute with Specialty Oil Extractor and Molecular Health Technologies.

Central Bank terminated its relationship with the Sellers

See Schedule 4.8.

**Schedule 4.18(b)**

**Warranty Obligations**

The annual warranty obligation of the GenCanna Business during the past three years has not been material.

**Schedule 4.20**

**Absence of Changes**

None

**Schedule 6.7(a)**

**Contracts**

See attached.

**EXHIBIT 6.7**  
**(Revised Cure Schedule)**

GenCanna Global, Inc.  
Contract Cure Schedule

Counterparty	Address	Agreement Name	Agreement Date	Proposed Cure Amount	Excluded Contracts	Designation Rights Contracts	Assumed Contracts	Excluded Contracts	Designation Rights Contracts	Assumed Contracts
101 ENTERPRISES LLC	4274 COLBY RD,	Operating Agreement of 4274 Colby	5/30/2015	0.00			1	\$0.0	\$0.0	\$0.0
4274 COLBY LLC	ATTN WILLIAM R HILLIARD	Short Form of Lease Agreement b/t 4274 Colby, LLC and GenCanna Global USA, Inc.	11/14/2019	0.00			1	\$0.0	\$0.0	\$0.0
4274 COLBY LLC	ATTN WILLIAM R HILLIARD	Lease Agreement b/t 4274 Colby, LLC and GenCanna Global USA, Inc.	7/30/2015	0.00			1	\$0.0	\$0.0	\$0.0
4274 COLBY LLC	ATTN WILLIAM R HILLIARD	Recognition Agreement b/t GenCanna Global USA, Inc., Colby 4274 Colby, LLC and MGG Investment Group	11/8/2019	0.00			1	\$0.0	\$0.0	\$0.0
ADAMS, JEFF	D/B/A BLUE ASH FARM,	Industrial Hemp Production Agreement b/t Jeff Adams dba Blue Ash Farm and GenCanna Global USA, Inc.	4/15/2019	256,000.00	1			\$256,000.0	\$0.0	\$0.0
AEROTEK CE	7301 PARKWAY DR,	Direct Placement Agreement b/t Aerotek CE and GenCanna Global	6/28/2018	0.00	1			\$0.0	\$0.0	\$0.0
AEROTEK INC	7301 PARKWAY DR,	Conversion Agreement b/t Aerotek Inc. and GenCanna Global	11/26/2018	0.00	1			\$0.0	\$0.0	\$0.0
AIR QUALITY LLC	425 MAIN ST, EVANSVILLE,	Consulting Services Agreement b/t Air Quality LLC and GenCanna Global USA	1/8/2020	417.00	1			\$417.0	\$0.0	\$0.0
AIR TECHNOLOGIES	1302 N ENGLISH STATION	Equipment Customer Service Agreement b/t Air Technologies and GenCanna Global	8/5/2019	3,230.53			1	\$0.0	\$0.0	\$3,230.5
AIR TECHNOLOGIES	1302 N ENGLISH STATION	Equipment Customer Service Agreement b/t Air Technologies and GenCanna Global	12/5/2018	0.00			1	\$0.0	\$0.0	\$0.0
ALDEN BOTANICA LLC	ATTN DR JOHN PRICE, 35 W	Extraction System Installation Repayment Agreement b/t Alden Botanica and GenCanna Global USA, Inc.	9/7/2016	0.00	1			\$0.0	\$0.0	\$0.0
ALDEN BOTANICA LLC	ATTN DR JOHN PRICE, 35 W	Amendment to Assignment of Extraction System Development Agreement b/t Alden Botanica LLC and GenCanna Global USA, Inc.	1/17/2017	0.00	1			\$0.0	\$0.0	\$0.0
ALDEN BOTANICA LLC	ATTN DR JOHN PRICE, 35 W	Extraction System Development Agreement b/t Alden Botanica LLC and GenCanna Global USA, Inc.	4/16/2016	0.00	1			\$0.0	\$0.0	\$0.0
AMIN TALATI & UPADHYE LLP	100 S WACKER DR, STE	Agreement For Legal Services b/t Amin Talati & Upadhye LLP and GenCanna Global USA	1/3/2019	336,827.00		1		\$0.0	\$336,827.0	\$0.0
ANDERSON, KENNETH	6675 VAN METER RD,	Second Proposed Amendment to Industrial Hemp Production Agreement b/t Kenneth Anderson and GenCanna Global USA, Inc.	12/4/2019	282,187.50	1			\$282,187.5	\$0.0	\$0.0
ANDERSON, KENNETH	6675 VAN METER RD,	Industrial Hemp Production Agreement b/t Kenneth Anderson and GenCanna Global USA, Inc.	2/26/2019	0.00	1			\$0.0	\$0.0	\$0.0
ARBORETUM INVESTMENT ADVISORS LLC	11115 HOUZE RD, STE 150,	Lease Finance Proposal for Acquisition of 2019 Farm Capital Expenses b/t Arboretum Investment Advisors LLC and GenCanna Global USA, Inc.	4/22/2019	0.00	1			\$0.0	\$0.0	\$0.0
ARBORETUM SILVERLEAF INCOME FUND LP	F/K/A SQN ASSET INCOME	Forbearance Agreement of Equipment Master Lease b/t Arboretum Silverleaf Income Fund LP and GenCanna Global USA, Inc.	12/31/2019	65,000.00	1			\$65,000.0	\$0.0	\$0.0
ARBORETUM SILVERLEAF INCOME FUND LP	100 ARBORETUM DR, STE	Equipment Master Lease b/t SQN Asset Income Fund V LP (Arboretum) and GenCanna Global USA, Inc.	5/30/2019	0.00	1			\$0.0	\$0.0	\$0.0
ASENTI DILIGENCE PARTNERS	1655 N FORT MYER DR, STE	Engagement Letter for Advisory and Due Diligence Services b/t Asenti Diligence Partners LLC and GenCanna Global	10/6/2019	40,000.00	1			\$40,000.0	\$0.0	\$0.0
ATMOS ENERGY CORP	ATTN CONTACT	Natural Gas Service Agreement b/t Atmos Energy Corp and GenCanna Global USA, Inc.	4/24/2019	0.00	1			\$0.0	\$0.0	\$0.0
AVT-KENTUCKY LP	ATTN JORDAN K	Amendment 1 to Amended and Restated Lease Schedule to Equipment Master Lease b/t AVT Kentucky LP and GenCanna Global USA, Inc.	8/9/2019	16,120.00	1			\$16,120.0	\$0.0	\$0.0
AVT-KENTUCKY LP	ATTN JORDAN K	Equipment Master Lease b/t AVT Kentucky LP and GenCanna Global USA, Inc.	4/18/2019	0.00	1			\$0.0	\$0.0	\$0.0
AVT-KENTUCKY LP	ATTN JORDAN K	Amended and Restated Lease Schedule to Equipment Master Lease b/t AVT Kentucky LP and GenCanna Global USA, Inc.	8/9/2019	0.00	1			\$0.0	\$0.0	\$0.0
BAIN, GARRETT	PARIS, KY 40361	Employment Agreement with Garrett Bain	3/3/2018	0.00	1			\$0.0	\$0.0	\$0.0
BAKER OF HOSTETLER LLP	KEY TOWER, 127 PUBLIC	Agreement for Legal Services b/t Baker & Hostetler LLP and GenCanna Global USA	7/31/2019	0.00	1			\$0.0	\$0.0	\$0.0
BARBARA J HOLLAND DECLARATION OF TRUST	C/O BARBARA HOLLAND,	Real Estate Option Agreement b/t Barbara J Holland Declaration Of Trust and GenCanna Global USA, Inc.	3/1/2019	0.00	1			\$0.0	\$0.0	\$0.0
BEVAN, STEVE	WINCHESTER, KY 40391	Executive Employment Agreement with Steven Bevan	2/5/2020	0.00	1			\$0.0	\$0.0	\$0.0
BLOCK + LOT REAL ESTATE LLC	113 W SHORT ST,	Real Estate Listing Agreement b/t Block + Lot Real Estate LLC and GenCanna Global USA, Inc.	1/30/2020	0.00			1	\$0.0	\$0.0	\$0.0
BLUEGRASS SOTHEBY'S LEASING & PROPERTY	ATTN NIKI WILEY, 1999	Residential Lease Agreement (1108 Autumn Ridge) b/t Bluegrass Sotheby's Leasing & Property Management and GenCanna Global USA, Inc.	2/7/2019	0.00	1			\$0.0	\$0.0	\$0.0
BMS LLC	PO BOX 43653,	COBRA Annual Renewal b/t BMS LLC and GenCanna Global USA, Inc.	11/20/2019	0.00			1	\$0.0	\$0.0	\$0.0
BOOMI INC	ATTN ELISE CHRIPCZUK,	IT Services Agreement b/t BOOMI Inc. and GenCanna Global USA, Inc.	12/9/2019	0.00			1	\$0.0	\$0.0	\$0.0
BOOMI INC	ATTN CHRISTOPHER PORT,	IT Services Agreement b/t BOOMI Inc. and GenCanna Global USA, Inc.	2/25/2019	0.00			1	\$0.0	\$0.0	\$0.0
BOOMI INC	ATTN TARA SAPP/ELISE	IT Services Agreement b/t BOOMI Inc. and GenCanna Global USA, Inc.	n/a	0.00			1	\$0.0	\$0.0	\$0.0
BOWEN, JOHN	PO BOX 174, STANTON, KY	Second Proposed Amendment to Industrial Hemp Production Agreement b/t John Bowen and GenCanna Global USA, Inc.	12/3/2019	560,000.00	1			\$560,000.0	\$0.0	\$0.0
BOWEN, JOHN	PO BOX 174, STANTON, KY	Industrial Hemp Production Agreement b/t John Bowen and GenCanna Global USA, Inc.	3/20/2019	0.00	1			\$0.0	\$0.0	\$0.0
BRAGG FARMS & CO, DENNIS BRAGG	1180 GRIMWOOD RD,	Second Proposed Amendment to Industrial Hemp Production Agreement b/t Dennis Bragg and GenCanna Global USA, Inc.	12/5/2019	1,947,500.00	1			\$1,947,500.0	\$0.0	\$0.0
BRAGG FARMS & CO, DENNIS BRAGG	1180 GRIMWOOD RD,	Industrial Hemp Production Agreement b/t Bragg Farms & Co and GenCanna Global USA, Inc.	5/6/2019	0.00	1			\$0.0	\$0.0	\$0.0
BRANNON FARMS	ATTN JONAH BRANNON,	Industrial Hemp Production Agreement b/t Brannon Farms and GenCanna Global USA, Inc.	7/9/2019	750.00	1			\$750.0	\$0.0	\$0.0
CALL CENTER SYSTEMS LLC	321 Venable Rd, Suite 1,	Shared Space Sublease (321 Venable) b/t Call Center Systems LLC and GenCanna Global USA, Inc.	2/1/2019	0.00	1			\$0.0	\$0.0	\$0.0
CARSO AGRICULTURE LLC	25 SOVEREIGN WAY, FORT	Settlement Agreement and Release b/t Carso Agriculture LLC, GenCanna Global USA, Inc., Yankee Investment Group LLC and Matty Mangone-Miranda	7/18/2019	0.00	1			\$0.0	\$0.0	\$0.0
CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS	ATTN Joe Rakes, 1895	Amendment 1 to Asset Tracking Agreement b/t CellCo Partnership and GenCanna Global USA, Inc.	10/11/2018	166.56	1			\$166.6	\$0.0	\$0.0
CHARLES & ASSOCIATES INC	312 WALNUT ST, STE 2440,	Consulting Services Agreement b/t Charles & Associates Inc. and GenCanna Global USA, Inc. and Subs	11/6/2019	0.00	1			\$0.0	\$0.0	\$0.0
CHERRY, JOSH	14605 STATE RT 303,	Industrial Hemp Production Agreement b/t Joshua Cherry and GenCanna Global USA, Inc.	3/19/2019	0.00	1			\$0.0	\$0.0	\$0.0
CHERRY, JOSH	14605 STATE RT 303,	Second Proposed Amendment to Industrial Hemp Production Agreement b/t Joshua Cherry and GenCanna Global USA, Inc.	12/5/2019	574,000.00	1			\$574,000.0	\$0.0	\$0.0
CINCINNATI INSURANCE CO	ATTN CARMEN C. SARGE	Assignment of Cincinnati Insurance Business Interruption Policy as Collateral Security to MGG	6/24/2019	0.00			1	\$0.0	\$0.0	\$0.0
CINTAS CORPORATION	100 Westhampton Dr,	Uniform Standard Rental Agreement b/t Cintas and GenCanna Global USA, Inc.	6/22/2018	12,887.00			1	\$0.0	\$0.0	\$12,887.0
CINTAS CORPORATION NO 2	D/B/A CINTAS FIRST AID &	AED Reviver View Service Agreement b/t Cintas and GenCanna Global USA, Inc.	2/15/2019	0.00			1	\$0.0	\$0.0	\$0.0
CINTAS FIRE PROTECTION	101 23RD ST, STE 200,	Fire Alarm Monitoring Service Agreement b/t Cintas Fire Protection and GenCanna Global USA, Inc.	1/10/2019	76,311.27			1	\$0.0	\$0.0	\$76,311.3
CINTAS FIRE PROTECTION	2909 CRESCENTVILLE RD,	Fire Alarm System Agreement b/t Cintas Fire Protection and GenCanna Global USA, Inc.	11/7/2018	0.00			1	\$0.0	\$0.0	\$0.0
CLARK, CHARLEY	3528 WHITE LICK RD,	Industrial Hemp Production Agreement b/t Charles Clark and GenCanna Global USA, Inc.	4/2/2019	0.00	1			\$0.0	\$0.0	\$0.0
CLARK, CHARLEY	3528 WHITE LICK RD,	Second Proposed Amendment to Industrial Hemp Production Agreement b/t Charles Clark and GenCanna Global USA, Inc.	12/5/2019	282,562.50	1			\$282,562.5	\$0.0	\$0.0
CLARK, JUSTIN	5470 OLD US 45 SOUTH,	Second Proposed Amendment to Industrial Hemp Production Agreement b/t Justin Clark and GenCanna Global USA, Inc.	12/5/2019	989,945.00	1			\$989,945.0	\$0.0	\$0.0
CLARK, JUSTIN	5470 OLD US 45 SOUTH,	Industrial Hemp Production Agreement b/t Justin Clark and GenCanna Global USA, Inc.	2/19/2019	0.00	1			\$0.0	\$0.0	\$0.0
CLARK, LARRY	106 CLARK-HOUK RD,	Second Proposed Amendment to Industrial Hemp Production Agreement b/t Larry Clark and GenCanna Global USA, Inc.	12/3/2019	354,750.00	1			\$354,750.0	\$0.0	\$0.0
CLARK, LARRY	106 CLARK-HOUK RD,	Industrial Hemp Production Agreement b/t Larry Clark and GenCanna Global USA, Inc.	4/17/2019	0.00	1			\$0.0	\$0.0	\$0.0
COLUMBIA GAS OF KY INC	2001 MERCER RD,	Gas Utility Contract b/t Columbia Gas and GenCanna Global USA, Inc.	6/27/2019	7,346.68		1		\$0.0	\$7,346.7	\$0.0

COMMONWEALTH EXTRACTS LLC	6900 RIVERPORT DR,	BioMass Purchase Agreement b/t Commonwealth Extracts LLC and GenCanna Global USA, Inc.	2/12/2018	0.00	1			\$0.0	\$0.0	\$0.0
COMPO ASSOCIATES LLC	ATTN DANIEL RAPPAPORT,	Master Agreement For Industrial Hemp Purchase b/t Compo Associates and GenCanna Global USA, Inc.	9/9/2019	0.00	1			\$0.0	\$0.0	\$0.0
CONYEA, RON	3030 STATE RT 1241,	Second Proposed Amendment to Industrial Hemp Production Agreement b/t Conyea Hemp Farms LLC and GenCanna Global USA, Inc.	12/5/2019	969,375.00	1			\$969,375.0	\$0.0	\$0.0
CONYEA, RON	3030 STATE RT 1241,	Industrial Hemp Production Agreement b/t Conyea Hemp Farms LLC and GenCanna Global USA, Inc.	2/19/2019	0.00	1			\$0.0	\$0.0	\$0.0
COWDEN, ERIC	4160 LEXINGTON RD,	Second Proposed Amendment to Industrial Hemp Production Agreement b/t Eric Cowden and GenCanna Global USA, Inc.	12/3/2019	25,151.20	1			\$25,151.2	\$0.0	\$0.0
COWDEN, ERIC	4160 LEXINGTON RD,	Industrial Hemp Production Agreement b/t Eric & Jen Cowden and GenCanna Global USA, Inc.	4/16/2019	0.00	1			\$0.0	\$0.0	\$0.0
CROWE LLP	1801 CALIFORNIA ST, STE	Tax Services Agreement b/t Crowe LLP and GenCanna Global USA, Inc.	10/15/2019	5,093.75	1			\$5,093.8	\$0.0	\$0.0
CURA WELLNESS LLC	ATTN CAMERON FORNI,	Supply Agreement b/t Cura Wellness LLC and GenCanna Global USA, Inc.	11/29/2018	0.00	1			\$0.0	\$0.0	\$0.0
CURTIS, JOSH	2803 CARPENTER RD,	Second Proposed Amendment to Industrial Hemp Production Agreement b/t Josh Curtis and GenCanna Global USA, Inc.	12/4/2019	363,375.00	1			\$363,375.0	\$0.0	\$0.0
CURTIS, JOSH	1402 KY-1940, CYNTHIANA,	Industrial Hemp Production Agreement b/t Josh Curtis and GenCanna Global USA, Inc.	3/14/2019	0.00	1			\$0.0	\$0.0	\$0.0
DAY, JONATHAN	PAINT LICK, KY 40461	Second Proposed Amendment to Industrial Hemp Production Agreement b/t Jonathan Day and GenCanna Global USA, Inc.	12/3/2019	682,500.00	1			\$682,500.0	\$0.0	\$0.0
DAY, JONATHAN	PAINT LICK, KY 40461	Industrial Hemp Production Agreement b/t Jonathan Day and GenCanna Global USA, Inc.	5/10/2019	0.00	1			\$0.0	\$0.0	\$0.0
DE LAGE LANDEN FINANCIAL SERVICES INC	ATTN LINDA HERBERT,	Equipment Lease Agreement b/t De Lage Landen Financial Services Inc. and GenCanna Global USA, Inc.	12/19/2018	0.00	1		1	\$0.0	\$0.0	\$0.0
DE MARCUS, DAVID, II	3333 ROYSTER RD,	Industrial Hemp Production Agreement b/t David DeMarcus II and GenCanna Global USA, Inc.	3/21/2019	0.00	1			\$0.0	\$0.0	\$0.0
DGM HOLDINGS LLC	ATTN Michael Stewart,	Term Sheet for Organic Industrial Hemp Production Venture b/t DGM Holdings LLC and GenCanna Global USA, Inc.	5/14/2019	0.00	1			\$0.0	\$0.0	\$0.0
DHL EXPRESS (USA) INC	ATTN Blake Coors, 2151	Shipping Agreement b/t DHL Express and GenCanna Global USA, Inc.	1/15/2018	0.00	1		1	\$0.0	\$0.0	\$0.0
DONALDSON, JARED	1343 NANCE RD, HICKORY,	Second Proposed Amendment to Industrial Hemp Production Agreement b/t Jared Donaldson and GenCanna Global USA, Inc.	12/6/2019	223,250.00	1			\$223,250.0	\$0.0	\$0.0
DONALDSON, JARED	1343 NANCE RD, HICKORY,	Industrial Hemp Production Agreement b/t Jared Donaldson and GenCanna Global USA, Inc.	3/19/2019	0.00	1			\$0.0	\$0.0	\$0.0
DRAGON EAGLE ENTERPRISES INC	ATTN HIANG K & JEAN W	Farm Land Leases b/t Dragon Eagle Enterprises, Inc. and GenCanna Global USA, Inc.	3/20/2019	0.00	1		1	\$0.0	\$0.0	\$0.0
DUPLICATOR SALES & SERVICE INC	831 E BROADWAY,	Print Equipment Lease Agreement b/t Duplicator Sales & Service Inc. and GenCanna Global USA, Inc.	1/5/2019	11,934.57	1		1	\$0.0	\$0.0	\$11,934.6
DWG FARMS LLC	ATTN JILL G COFFEY, 3105	Industrial Hemp Production Agreement b/t DWG Farms LLC and GenCanna Global USA, Inc.	3/19/2019	562,500.00	1			\$562,500.0	\$0.0	\$0.0
EIDE BAILLY LLP	4310 17TH AVE S, FARGO,	Netsuite Implementation MSA b/t Eide Bailly LLP and GenCanna Global USA, Inc.	11/30/2018	128,010.74	1			\$128,010.7	\$0.0	\$0.0
EIDE BAILLY LLP	4310 17TH AVE S, FARGO,	Netsuite Implementation SOW b/t Eide Bailly LLP and GenCanna Global USA, Inc.	12/3/2018	0.00	1			\$0.0	\$0.0	\$0.0
ELLISON, ROBERT	2048 STATE RT 97,	Second Proposed Amendment to Industrial Hemp Production Agreement b/t Robert Ellison and GenCanna Global USA, Inc.	12/3/2019	495,000.00	1			\$495,000.0	\$0.0	\$0.0
ELLISON, ROBERT	2048 STATE RT 97,	Industrial Hemp Production Agreement b/t Robert Ellison and GenCanna Global USA, Inc.	3/19/2019	0.00	1			\$0.0	\$0.0	\$0.0
ENDURANCE AMERICAN INSURANCE CO	1221 AVENUE OF THE	D&O Liability Insurance Policy b/t Endurance American Insurance Co and GenCanna Global, Inc.	2/5/2020	0.00	1		1	\$0.0	\$0.0	\$0.0
ENTERPRISE	C/O LEXINGTON TRUCK	Truck Rental Agreement b/t Enterprise and GenCanna Global USA, Inc.	1/12/2020	500.00	1		1	\$0.0	\$500.0	\$0.0
ENVIRONMENTAL MANAGEMENT CONSULTANTS	ATTN MARK E PHILLIPS, LPG	Stormwater Consulting Agreement b/t Environmental Mangagement Consultants and GenCanna Global USA, Inc.	7/3/2019	7,622.50	1			\$7,622.5	\$0.0	\$0.0
EVANSTON INSURANCE CO	10 PARKWAY N,	D&O Liability Insurance Policy b/t Evanston Insurance Co and GenCanna Global, Inc.	n/a	0.00	1		1	\$0.0	\$0.0	\$0.0
FAST SLOW MOTION LLC	ATTN John Burdett, 2120	Salesforce Consulting Services Agreement b/t Fast Slow Motion LLC and GenCanna Global USA, Inc.	11/1/2019	31,500.00	1		1	\$0.0	\$31,500.0	\$0.0
GBT US LLC	DB/A AMERICAN EXPRESS	Global Business Travel Agreement b/t American Express and GenCanna	6/7/2018	0.00	1			\$0.0	\$0.0	\$0.0
GOLD COAST INGREDIENTS INC	2429 YATES AVE,	Indemnity Agreement b/t Gold Coast Ingredients Inc and GenCanna Global USA, Inc.	3/2/2018	336.13	1		1	\$0.0	\$0.0	\$336.1
GOUGH, GENE	6540 VAUGHN RD, KEVIL,	Second Proposed Amendment to Industrial Hemp Production Agreement b/t Gene Gough and GenCanna Global USA, Inc.	12/5/2019	95,000.00	1			\$95,000.0	\$0.0	\$0.0
GOUGH, GENE	6540 VAUGHN RD, KEVIL,	Industrial Hemp Production Agreement b/t Gene Gough and GenCanna Global USA, Inc.	2/22/2019	0.00	1			\$0.0	\$0.0	\$0.0
GRAND, DAVID	PO BOX 182, Bracebridge,	Employment Separation Agreement b/t David Grand and GenCanna Global USA, Inc.	10/8/2019	495,462.22	1			\$495,462.2	\$0.0	\$0.0
GRAVES COUNTY ECONOMIC	201 E COLLEGE ST,	Processing Equipment Lease Agreement b/t Graves County Economic Development and GenCanna Global USA, Inc.	9/1/2019	0.00	1			\$0.0	\$0.0	\$0.0
HARPER, JANICE	21 N MAIN ST,	Second Proposed Amendment to Industrial Hemp Production Agreement b/t Janice Harper and GenCanna Global USA, Inc.	12/5/2020	97,375.00	1			\$97,375.0	\$0.0	\$0.0
HARPER, JANICE	21 N MAIN ST,	Industrial Hemp Production Agreement b/t Janice Harper and GenCanna Global USA, Inc.	2/15/2019	0.00	1			\$0.0	\$0.0	\$0.0
HEMP KENTUCKY GROWERS LLC	ATTN RONALD W STOCKS,	Second Amendment to Redemption Agreement for Purchase of Hemp Kentucky by GenCanna Global USA, Inc.	5/25/2018	3,533,135.00	1			\$3,533,135.0	\$0.0	\$0.0
HEMP KENTUCKY GROWERS LLC	ATTN RONALD W STOCKS,	Redemption Agreement for Purchase of Hemp Kentucky by GenCanna Global USA, Inc.	10/23/2016	0.00	1			\$0.0	\$0.0	\$0.0
HEMP KENTUCKY GROWERS LLC	ATTN RONALD W STOCKS,	Amendment to Redemption Agreement for Purchase of Hemp Kentucky by GenCanna Global USA, Inc.	3/13/2018	0.00	1			\$0.0	\$0.0	\$0.0
HENDERSON, ELISHA	2304 OLD RAILROAD	Second Proposed Amendment to Industrial Hemp Production Agreement b/t Elisha Henderson and GenCanna Global USA, Inc.	12/6/2019	80,500.00	1			\$80,500.0	\$0.0	\$0.0
HENDERSON, ELISHA	2304 OLD RAILROAD	Industrial Hemp Production Agreement b/t Elisha Henderson and GenCanna Global USA, Inc.	3/31/2019	0.00	1			\$0.0	\$0.0	\$0.0
HENSLEY, GREG	1197 BALLARD RD,	Second Proposed Amendment to Industrial Hemp Production Agreement b/t Greg Hensley and GenCanna Global USA, Inc.	12/5/2019	115,500.00	1			\$115,500.0	\$0.0	\$0.0
HENSLEY, GREG	1197 BALLARD RD,	Industrial Hemp Production Agreement b/t Greg Hensley and GenCanna Global USA, Inc.	3/31/2019	0.00	1			\$0.0	\$0.0	\$0.0
HOLCOMB, DEWAYNE	2363 FALL LICK RD,	Second Proposed Amendment to Industrial Hemp Production Agreement b/t Dewayne Holcomb and GenCanna Global USA, Inc.	12/3/2019	71,750.00	1			\$71,750.0	\$0.0	\$0.0
HOLCOMB, DEWAYNE	2363 FALL LICK RD,	Industrial Hemp Production Agreement b/t Dewayne Holcomb and GenCanna Global USA, Inc.	4/29/2019	0.00	1			\$0.0	\$0.0	\$0.0
HOLLAWAY, JERRY	274 STATE ROUTE 339 E,	Second Proposed Amendment to Industrial Hemp Production Agreement b/t Jerry Hollaway and GenCanna Global USA, Inc.	12/5/2019	636,500.00	1			\$636,500.0	\$0.0	\$0.0
HOLLAWAY, JERRY	274 STATE ROUTE 339 E,	Industrial Hemp Production Agreement b/t Jerry Hollaway and GenCanna Global USA, Inc.	2/19/2019	0.00	1			\$0.0	\$0.0	\$0.0
HOMEWOOD SUITES BY HILTON -	2033 BRYANT RD,	Group Sales Cancellation Agreement b/t Homewood Suites by Hilton and GenCanna Global USA, Inc.	11/19/2019	0.00	1			\$0.0	\$0.0	\$0.0
HOPEWELL, BARRY	820 MILLER DEAN RD,	Second Proposed Amendment to Industrial Hemp Production Agreement b/t Barry Hopewell and GenCanna Global USA, Inc.	12/3/2019	73,500.00	1			\$73,500.0	\$0.0	\$0.0
HOPEWELL, BARRY	820 MILLER DEAN RD,	Industrial Hemp Production Agreement b/t Barry Hopewell and GenCanna Global USA, Inc.	4/1/2019	0.00	1			\$0.0	\$0.0	\$0.0
HOPEWELL, ERIC	820 MILLER DEAN RD,	Second Proposed Amendment to Industrial Hemp Production Agreement b/t Eric Hopewell and GenCanna Global USA, Inc.	12/3/2019	165,750.00	1			\$165,750.0	\$0.0	\$0.0
HOPEWELL, ERIC	820 MILLER DEAN RD,	Industrial Hemp Production Agreement b/t Eric Hopewell and GenCanna Global USA, Inc.	4/1/2019	0.00	1			\$0.0	\$0.0	\$0.0
INDUSTRIAL AUTHORITY OF MAYFIELD -	210 EAST COLLEGE ST,	Lease Agreement b/t the Industrial Authority of Mayfield-Graves County and GenCanna Global USA Incorporated	2/1/2018	0.00	1			\$0.0	\$0.0	\$0.0
INFORMATION TECHNOLOGY DIVISION OF LUCAS GROUP	ATTN DOMINIC MAGNON,	Recruiting Services Contingency-Based Search Agreement b/t Lucas Group and GenCanna Global	6/19/2018	0.00	1			\$0.0	\$0.0	\$0.0
INSTANTGMP INC	ATTN ROBERT POCHADT,	Software License Agreement b/t InstantGMP Inc. and GenCanna Global, Inc.	7/24/2017	0.00	1		1	\$0.0	\$0.0	\$0.0
ISHMAEL, NEIL	1120 ROBINSON RENAKER	Second Proposed Amendment to Industrial Hemp Production Agreement b/t Neil Ishmael and GenCanna Global USA, Inc.	12/3/2019	380,250.00	1			\$380,250.0	\$0.0	\$0.0
ISHMAEL, NEIL	1120 ROBINSON RENAKER	Industrial Hemp Production Agreement b/t Neil Ishmael and GenCanna Global USA, Inc.	4/8/2019	0.00	1			\$0.0	\$0.0	\$0.0
ISON, ZACK	1225 LEXINGTON RD,	Second Proposed Amendment to Industrial Hemp Production Agreement b/t Zack Ison and GenCanna Global USA, Inc.	12/3/2019	133,000.00	1			\$133,000.0	\$0.0	\$0.0
ISON, ZACK	1225 LEXINGTON RD,	Industrial Hemp Production Agreement b/t Zack Ison and GenCanna Global USA, Inc.	4/10/2019	0.00	1			\$0.0	\$0.0	\$0.0
J E SERVICES LLC	9998 US 68, BENTON, KY	Second Proposed Amendment to Industrial Hemp Production Agreement b/t Justin Edwards and GenCanna Global USA, Inc.	12/3/2019	332,062.50	1			\$332,062.5	\$0.0	\$0.0

J E SERVICES LLC	ATTN JUSTIN EDWARDS, PO	Industrial Hemp Production Agreement b/t JE Services LLC and GenCanna Global USA, Inc.	3/19/2019	0.00	1			\$0.0	\$0.0	\$0.0
J SMITH LANIER & CO, A MARSH & MCLENNAN AGENCY	300 W 10TH ST, PO BOX	JoinPlus Employee Benefit Enrollment Services Agreement b/t J Smith Lanier & Co. and GenCanna Global USA, Inc.	6/11/2019	0.00			1	\$0.0	\$0.0	\$0.0
JACK HEMPICINE LLC	3977 NW TILlicium PL,	Hemp Seed Supply Agreement b/t Jack Hempicine LLC and GenCanna Global	3/28/2018	0.00	1			\$0.0	\$0.0	\$0.0
JMIS KENTUCKY LLC	ATTN KIM RAMSAY, 546 E	U of KY Basketball Sponsorship Agreement b/t JMIS Kentucky LLC and GenCanna	4/24/2019	2,498.00	1			\$2,498.0	\$0.0	\$0.0
JMIS KENTUCKY LLC	ATTN KIM RAMSAY, 546 E	U of KY Athletics Sponsorship Agreement b/t JMIS Kentucky LLC and GenCanna	7/26/2019	0.00	1			\$0.0	\$0.0	\$0.0
KENTUCKY ECONOMIC DEVELOPMENT	300 West Broadway,	Memorandum of Incentive Agreement b/t Kentucky Economic Development Finance Authority and GenCanna Global USA, Inc.	12/13/2018	0.00			1	\$0.0	\$0.0	\$0.0
KENTUCKY KOSHER INTERNATIONAL	1622 ALMARA CIRCLE,	Kosher Certification Agreement b/t Kentucky Kosher International and GenCanna Global USA, Inc.	1/1/2020	0.00			1	\$0.0	\$0.0	\$0.0
KY BIOSCIENCE INTL LLC	632 N 12TH ST, STE 277,	Industrial Hemp Cultivation Agreement b/t Kentucky Bioscience and GenCanna Global USA, Inc.	5/24/2019	0.00			1	\$0.0	\$0.0	\$0.0
LAKE BREEZE FARMS LLC	ATTN JIM BEGLE, PO BOX	Hemp Field Grower Agreement b/t Lake Breeze Farms LLC and GenCanna Global, Inc.	5/28/2019	804,608.77	1			\$804,608.8	\$0.0	\$0.0
LEAF VERTICAL INC	805 KIRKMAN RD, UNIT	Non-Circumvention Agreement b/t Leaf Vertical, Inc. and GenCanna Global USA, Inc.	3/7/2018	0.00	1			\$0.0	\$0.0	\$0.0
LEAGUE, BRADLEY	510 RAY WAY, LANCASTER,	Second Proposed Amendment to Industrial Hemp Production Agreement b/t Bradley League and GenCanna Global USA, Inc.	12/5/2019	57,750.00	1			\$57,750.0	\$0.0	\$0.0
LEAGUE, BRADLEY	510 RAY WAY, LANCASTER,	Industrial Hemp Production Agreement b/t Bradley League and GenCanna Global USA, Inc.	3/14/2019	0.00	1			\$0.0	\$0.0	\$0.0
M&K CPAS PLLC	363 N SAM HOUSTON	Inventory Observations Services Agreement b/t M&K CPAs PLLC and GenCanna Global, Inc.	12/24/2019	0.00	1			\$0.0	\$0.0	\$0.0
MACALUSO, CHRISTOPHER JAMES	Lexington, KY 40515	Employment Agreement with Christopher Macaluso	8/14/2019	0.00	1			\$0.0	\$0.0	\$0.0
MANGONE-MIRANDA, MATTHEW	WINCHESTER, KY 40391	Employment Agreement with Matty Mangone-Miranda	8/14/2019	0.00	1			\$0.0	\$0.0	\$0.0
MANGONE-MIRANDA, MATTHEW	WINCHESTER, KY 40391	Second Amendment to Redemption Agreement for Purchase of Hemp Kentucky by GenCanna Global USA, Inc.	5/25/2018	0.00	1			\$0.0	\$0.0	\$0.0
MANGONE-MIRANDA, MATTHEW	WINCHESTER, KY 40391	Settlement Agreement and Release b/t Carso Agriculture LLC, GenCanna Global USA, Inc., Yankee Investment Group LLC and Matty Mangone-Miranda	7/18/2019	0.00	1			\$0.0	\$0.0	\$0.0
MARIMED HEMP INC	10 OCEANA WAY, FL 2,	Letter to Memorialize T&C of Business Relationship b/t Northeast Hemp Commodities LLC, GenCanna Global USA, Inc. and MariMed Hemp LLC	10/3/2019	0.00	1			\$0.0	\$0.0	\$0.0
MARKEL SERVICE INC	310 HWY 35 S, RED BANK,	D&O Liability Insurance Policy b/t Markel Service Inc. and GenCanna Global, Inc.	9/4/2019	0.00			1	\$0.0	\$0.0	\$0.0
MATHIS, BRAD	330 CRESTON RD, MELBER,	Second Proposed Amendment to Industrial Hemp Production Agreement b/t Brad Mathis and GenCanna Global USA, Inc.	12/4/2019	403,750.00	1			\$403,750.0	\$0.0	\$0.0
MATHIS, BRAD	330 CRESTON RD, MELBER,	Industrial Hemp Production Agreement b/t Brad Mathis and GenCanna Global USA, Inc.	3/19/2019	0.00	1			\$0.0	\$0.0	\$0.0
MATHIS, RAY KEITH	780 DOYLE RD, HICKORY,	Second Proposed Amendment to Industrial Hemp Production Agreement b/t Ray Mathis and GenCanna Global USA, Inc.	12/3/2019	422,812.50	1			\$422,812.5	\$0.0	\$0.0
MATHIS, RAY KEITH	780 DOYLE RD, HICKORY,	Industrial Hemp Production Agreement b/t Ray Mathis and GenCanna Global USA, Inc.	3/19/2019	0.00	1			\$0.0	\$0.0	\$0.0
MATT COLLEY FARMS	9378 ST RT 564,	Farming Agreement b/t Matt Colley Farms and GenCanna Global USA, Inc.	6/1/2018	0.00	1			\$0.0	\$0.0	\$0.0
MAYER, MARK	2985 VAN METER RD,	Second Proposed Amendment to Industrial Hemp Production Agreement b/t Mark Mayer and GenCanna Global USA, Inc.	12/3/2019	90,200.00	1			\$90,200.0	\$0.0	\$0.0
MAYER, MARK	2490 VAN METER RD,	Industrial Hemp Production Agreement b/t Mark Mayer and GenCanna Global USA, Inc.	3/28/2019	0.00	1			\$0.0	\$0.0	\$0.0
MCCORD, JORDAN	2175 KIDDDVILLE RD,	Industrial Hemp Production Agreement b/t Jordan McCord and GenCanna Global USA, Inc.	3/11/2019	0.00	1			\$0.0	\$0.0	\$0.0
MCGREGOR & ASSOCIATES INC	997 GOVERNORS LN, STE	Health Savings Account Services Agreement b/t McGregor & Associates Inc. and GenCanna Global, Inc.	1/1/2020	0.00			1	\$0.0	\$0.0	\$0.0
MCGREGOR & ASSOCIATES INC	997 GOVERNORS LN, STE	Business Associate Agreement b/t McGregor & Associates Inc. and GenCanna Global USA, Inc.	1/1/2020	0.00			1	\$0.0	\$0.0	\$0.0
MEDTERRA CBD LLC	22981 MILL CREEK DR,	Preferred Farming & Supply Agreement b/t Medterra CBD LLC and GenCanna Global USA, Inc.	8/27/2018	0.00			1	\$0.0	\$0.0	\$0.0
MERCER	400 W MARKET ST, STE	Compensation Review SOW b/t Mercer (US) Inc. and GenCanna	12/28/2018	12,938.00	1			\$12,938.0	\$0.0	\$0.0
MIDDAUGH, GARTH	1013 CAVE HILL RD,	Second Proposed Amendment to Industrial Hemp Production Agreement b/t Garth Middaugh and GenCanna Global USA, Inc.	12/3/2019	90,250.00	1			\$90,250.0	\$0.0	\$0.0
MIDDAUGH, GARTH	1013 CAVE HILL RD,	Industrial Hemp Production Agreement b/t Garth Middaugh and GenCanna Global USA, Inc.	3/27/2019	0.00	1			\$0.0	\$0.0	\$0.0
MILLER, DANNY	1160 BETHLEHEM RD,	Second Proposed Amendment to Industrial Hemp Production Agreement b/t Danny Miller and GenCanna Global USA, Inc.	12/6/2019	700,000.00	1			\$700,000.0	\$0.0	\$0.0
MILLER, DANNY	6851 LEANN LN,	Industrial Hemp Production Agreement b/t Danny Miller and GenCanna Global USA, Inc.	4/19/2019	0.00	1			\$0.0	\$0.0	\$0.0
MLI LLC	2982 TAYLOR RD, CENTRAL	2018 Hemp Purchase Agreement b/t MLI, LLC and GenCanna	11/1/2018	0.00	1			\$0.0	\$0.0	\$0.0
MOREAU, CHARLIE AND CHRISTA	ATTN NIKI WILEY, 1999	Addendum to Residential Lease (1108 Autumn Ridge) and Indemnification Agreement b/t Charlie & Christa Moreau and GenCanna Global USA	2/7/2019	0.00	1			\$0.0	\$0.0	\$0.0
MORGUSON, BRANDON	2441 FRANKS WAY,	Second Proposed Amendment to Industrial Hemp Production Agreement b/t Brandon Morguson and GenCanna Global USA, Inc.	12/5/2019	115,500.00	1			\$115,500.0	\$0.0	\$0.0
MORGUSON, BRANDON	2441 FRANKS WAY,	Industrial Hemp Production Agreement b/t Brandon Morguson and GenCanna Global USA, Inc.	3/21/2019	0.00	1			\$0.0	\$0.0	\$0.0
MORROW, LEROY	ATTN RONALD W STOCKS,	Second Amendment to Redemption Agreement for Purchase of Hemp Kentucky by GenCanna Global USA, Inc.	5/25/2018	0.00	1			\$0.0	\$0.0	\$0.0
MORROW, LEROY	ATTN RONALD W STOCKS,	Amendment to Redemption Agreement for Purchase of Hemp Kentucky by GenCanna Global USA, Inc.	3/13/2018	0.00	1			\$0.0	\$0.0	\$0.0
NEELY BRIEN WILSON & TOOMBS PLLC	238 N 7TH ST, MAYFIELD,	Escrow Agreement b/t Arrow Farms LLC and GenCanna Global USA, Inc.	2/25/2019	0.00	1			\$0.0	\$0.0	\$0.0
NEWTON SOFTWARE	4811 MONTGOMERY RD,	Payroll Services Agreement b/t Paycor, Inc. and GenCanna Global USA, Inc.	8/10/2018	0.00			1	\$0.0	\$0.0	\$0.0
NORTHEAST HEMP COMMODITIES LLC	3776 WHIPPLE HOLLOW,	Letter to Memorialize T&C of Business Relationship b/t Northeast Hemp Commodities LLC, GenCanna Global USA, Inc. and MariMed Hemp LLC	10/3/2019	0.00	1			\$0.0	\$0.0	\$0.0
NUTRANET CONSULTING INC	202 N CARSON ST, CARSON	Sales Representative Agreement b/t Nutranet Consulting Inc. and GenCanna Global USA, Inc.	9/3/2019	0.00	1			\$0.0	\$0.0	\$0.0
ORACLE AMERICA INC	500 ORACLE PWKY,	Data Processing Agreement (50 Licenses) b/t Oracle America Inc. and GenCanna Global, Inc.	5/1/2019	163,007.50			1	\$0.0	\$0.0	\$163,007.5
ORACLE AMERICA INC	500 ORACLE PWKY,	Data Processing Agreement (35 Licenses) b/t Oracle America Inc. and GenCanna Global, Inc.	4/3/2019	0.00			1	\$0.0	\$0.0	\$0.0
ORACLE AMERICA INC	500 ORACLE PWKY,	Cloud Services Agreement b/t Oracle America Inc. and GenCanna Global USA, Inc.	11/29/2018	0.00			1	\$0.0	\$0.0	\$0.0
ORACLE AMERICA INC	500 ORACLE PWKY,	Cloud Support Services Agreement b/t Oracle America Inc. and GenCanna Global USA, Inc.	6/4/2019	0.00			1	\$0.0	\$0.0	\$0.0
PAC VAN INC	ATTN JAMIE BLOOM, SALES	Equipment Rental Agreement, SFQ-521672 b/t Pac Van Inc and GenCanna Global USA, Inc.	6/5/2019	478.59			1	\$0.0	\$478.6	\$0.0
PAC VAN INC	ATTN JAMIE BLOOM, SALES	Equipment Rental Agreement, SFQ-498056 [SN# PVCU2101721 & PVCU2101697] b/t Pac Van Inc and GenCanna Global USA, Inc.	3/5/2019	539.52			1	\$0.0	\$539.5	\$0.0
PAC VAN INC	ATTN JAMIE BLOOM, SALES	Equipment Rental Agreement, SFQ-496122 [SN# 4114585] b/t Pac Van Inc and GenCanna Global USA, Inc.	3/1/2019	672.36			1	\$0.0	\$672.4	\$0.0
PAC VAN INC	ATTN JAMIE BLOOM, SALES	Equipment Rental Agreement, SQF-564895 [SN# HHS-404052] b/t Pac Van Inc and GenCanna Global USA, Inc.	11/26/2019	1,946.90			1	\$0.0	\$1,946.9	\$0.0
PAVONI, JUSTIN	187 PEACOCK FARMS LN,	Second Proposed Amendment to Industrial Hemp Production Agreement b/t Justin Pavoni and GenCanna Global USA, Inc.	12/3/2019	324,482.52	1			\$324,482.5	\$0.0	\$0.0
PAVONI, JUSTIN	187 PEACOCK FARMS LN,	Industrial Hemp Production Agreement b/t Justin Pavoni and GenCanna Global USA, Inc.	4/9/2019	0.00	1			\$0.0	\$0.0	\$0.0
PAX LABS INC	660 ALABAMA ST, 2ND FL,	CBD Processor Supply Agreement b/t PAX Labs, Inc. and GenCanna Global USA, Inc.	5/10/2019	10,000.00	1			\$10,000.0	\$0.0	\$0.0
PAYCOR INC	4811 MONTGOMERY RD,	Payroll Services Agreement b/t Paycor, Inc. and GenCanna Global USA, Inc.	8/10/2018	0.00			1	\$0.0	\$0.0	\$0.0
PINNACLE INC	ATTN DENNIS W SMITH,	Standard Form of Agreement Between Owner and Designer-Builder b/t Pinnacle, Inc. and GenCanna Global USA, Inc.	12/14/2018	14,253,463.25	1			\$14,253,463.3	\$0.0	\$0.0
PNP HOLDINGS LLC	ATTN SAM CONLEY OR	Supply Agreement-Topicals Soft Gels & Oil Drops b/t PNP Holdings LLC and GenCanna Global USA, Inc.	5/15/2019	0.00			1	\$0.0	\$0.0	\$0.0
PRODUCT SAFETY LABS	ATTN ASHISH TALATI, 100 S	Project Proposal-Crystalline CBDI b/t Product Safety Labs and GenCanna Global USA, Inc.	1/15/2019	0.00			1	\$0.0	\$0.0	\$0.0
QEMP INC	2901 W BLUEGRASS BLVD,	Supplier Services Agreement b/t Qemp Inc. and GenCanna Global USA, Inc.	12/19/2019	0.00			1	\$0.0	\$0.0	\$0.0
RABEN, JOE	20885 ANGUS RD, OMAHA,	Second Proposed Amendment to Industrial Hemp Production Agreement b/t Joseph Raben and GenCanna Global USA, Inc.	12/3/2019	0.00	1			\$0.0	\$0.0	\$0.0

RABEN, JOE	20855 ANGUS RD, OMAHA,	Industrial Hemp Production Agreement b/t Joseph Raben and GenCanna Global USA, Inc.	7/2/2019	0.00	1				\$0.0	\$0.0	\$0.0
RAMSEY, JAENETTA	452 BROWNINGS CORNER	Second Proposed Amendment to Industrial Hemp Production Agreement b/t Jaenetta Ramsey and GenCanna Global USA, Inc.	12/5/2019	45,375.00	1				\$45,375.0	\$0.0	\$0.0
RAMSEY, JAENETTA	452 BROWNINGS CORNER	Industrial Hemp Production Agreement b/t Jaenetta Ramsey and GenCanna Global USA, Inc.	4/29/2019	0.00	1				\$0.0	\$0.0	\$0.0
RAMSEY, TOM	476 LOCUST FORK RD,	Settlement Agreement and Release b/t Tom Ramsey and GenCanna Global USA, Inc.	9/20/2018	0.00	1				\$0.0	\$0.0	\$0.0
RAMSEY, TOM	476 LOCUST FORK RD,	Authorized Access Agreement for Consumer Reporting b/t Tom Ramsey and GenCanna Global USA, Inc.	6/4/2018	0.00	1				\$0.0	\$0.0	\$0.0
RCM TECHNOLOGIES INC	ATTN CATHY EVANS, 20	MSA for Professional Services (R.Zavit) b/t RCM Technologies, Inc. and GenCanna Global USA, Inc.	12/9/2019	9,120.00			1		\$0.0	\$9,120.0	\$0.0
RILEY, GARY	1363 STATE RT 1710,	Second Proposed Amendment to Industrial Hemp Production Agreement b/t Gary Riley and GenCanna Global USA, Inc.	12/5/2019	214,061.25	1				\$214,061.3	\$0.0	\$0.0
RILEY, GARY	1363 STATE RT 1710,	Industrial Hemp Production Agreement b/t Gary Riley and GenCanna Global USA, Inc.	3/19/2019	0.00	1				\$0.0	\$0.0	\$0.0
RLI INSURANCE COMPANY	620 8TH AVE, NEW YORK,	Confidentiality Agreement b/t GenCanna Global USA, Inc. and RLI Insurance Company	7/19/2019	0.00	1				\$0.0	\$0.0	\$0.0
ROARK, DAVID	7245 SCOTTVILLE RD,	Second Proposed Amendment to Industrial Hemp Production Agreement b/t David Roark and GenCanna Global USA, Inc.	12/11/2019	39,375.00	1				\$39,375.0	\$0.0	\$0.0
ROARK, DAVID	7245 SCOTTVILLE RD,	Industrial Hemp Production Agreement b/t David Roark and GenCanna Global USA, Inc.	3/6/2019	0.00	1				\$0.0	\$0.0	\$0.0
ROARK, MARK	1213 HANESTOWN ROAD,	Second Proposed Amendment to Industrial Hemp Production Agreement b/t Mark Roark and GenCanna Global USA, Inc.	12/11/2019	67,500.00	1				\$67,500.0	\$0.0	\$0.0
ROBINSON, ADAM	4193 COPPERCREEK RD,	Second Proposed Amendment to Industrial Hemp Production Agreement b/t Adam Robinson and GenCanna Global USA, Inc.	12/5/2019	105,000.00	1				\$105,000.0	\$0.0	\$0.0
ROBINSON, ADAM	4193 COPPERCREEK RD,	Industrial Hemp Production Agreement b/t Adam Robinson and GenCanna Global USA, Inc.	3/15/2019	0.00	1				\$0.0	\$0.0	\$0.0
ROBINSON, NICHOLAS	233 BEAR KAT LN,	Second Proposed Amendment to Industrial Hemp Production Agreement b/t Nicholas Robinson and GenCanna Global USA, Inc.	12/11/2019	27,000.00	1				\$27,000.0	\$0.0	\$0.0
RUMPKKE OF KENTUCKY INC	ATTN SUSAN DIAMOND, 30	Customer Service Agreement for Waste Disposal b/t Rumpke of Kentucky, Inc. and GenCanna Global USA, Inc.	3/7/2019	15,743.06				1	\$0.0	\$0.0	\$15,743.1
RUNSWITCH PUBLIC RELATIONS	9300 SHELBYVILLE RD, STE	PR and Advertising Services Agreement b/t RunSwitch and GenCanna Global, Inc.	12/21/2018	242,732.58			1		\$0.0	\$242,732.6	NA
RUNSWITCH PUBLIC RELATIONS	9300 SHELBYVILLE RD, STE	Event PR Services Agreement b/t RunSwitch and GenCanna Global, Inc.	12/3/2018	0.00	1				\$0.0	\$0.0	\$0.0
SAFETY-KLEEN	JEDAIAH LANE, 550 BLUE	DOT Hazardous Materials and RCRA Waste Awareness Training Agreement b/t Safety-Kleen and GenCanna Global USA, Inc.	5/15/2019	0.00				1	\$0.0	\$0.0	\$0.0
SAFETY-KLEEN	JEDAIAH LANE, 550 BLUE	Mutual Confidentiality Agreement b/t Safety-Kleen and GenCanna Global USA, Inc.	12/3/2019	0.00				1	\$0.0	\$0.0	\$0.0
SALESFORCE.COM INC	415 MISSION ST, 3RD FL,	Cloud Sales Software Purchase Agreement (18 licenses) b/t Salesforce.com Inc. and GenCanna Global	1/31/2018	46,930.86				1	\$0.0	\$0.0	\$46,930.9
SALESFORCE.COM INC	415 MISSION ST, 3RD FL,	Event Monitoring Services Agreement b/t Salesforce.com Inc. and GenCanna Global	1/21/2020	0.00				1	\$0.0	\$0.0	\$0.0
SCHLABACH, JEREMY	3575 PLAINVIEW CHURCH	Second Proposed Amendment to Industrial Hemp Production Agreement b/t Jeremy Schlabach and GenCanna Global USA, Inc.	12/4/2019	130,156.25	1				\$130,156.3	\$0.0	\$0.0
SCHLABACH, JEREMY	380 LOCKHART LN,	Industrial Hemp Production Agreement b/t Jeremy Schlabach and GenCanna Global USA, Inc.	4/5/2019	0.00	1				\$0.0	\$0.0	\$0.0
SCOTT INTERESTS LP	103 WIND HAVEN DR, STE	Office Lease Addendum to Office Lease (321 Venable) b/t Scott Interests LP and GenCanna Global USA, Inc.	4/23/2018	0.00			1		\$0.0	\$0.0	\$0.0
SCOTT INTERESTS LP	103 WIND HAVEN DR, STE	Office Lease (321 Venable) b/t Scott Interests LP and GenCanna Global USA, Inc.	4/9/2018	0.00			1		\$0.0	\$0.0	\$0.0
SENTIA WELLNESS INC	ATTN LEGAL, 1419 NW	Terms Of Supply And Purchase Agreement b/t Sentia Wellness Inc. and GenCanna Global USA, Inc.	10/23/2019	0.00	1				\$0.0	\$0.0	\$0.0
SHACKELFORD, BETSY	321 KIRKSVILLE RD,	Second Proposed Amendment to Industrial Hemp Production Agreement b/t Betsy Shackelford and GenCanna Global USA, Inc.	12/6/2019	92,625.00	1				\$92,625.0	\$0.0	\$0.0
SHACKELFORD, BETSY	321 KIRKSVILLE RD,	Industrial Hemp Production Agreement b/t Betsy Shackelford and GenCanna Global USA, Inc.	5/6/2019	0.00	1				\$0.0	\$0.0	\$0.0
SHELL, GARY	3011 FALL LICK RD,	Occupancy Agreement b/t Gary Shell and GenCanna Global USA, Inc.	1/1/2019	150,000.00	1				\$150,000.0	\$0.0	\$0.0
SHULTZ, BRENT	3451 STATE RT 97,	Second Proposed Amendment to Industrial Hemp Production Agreement b/t Brent Shultz and GenCanna Global USA, Inc.	12/5/2019	764,500.00	1				\$764,500.0	\$0.0	\$0.0
SHULTZ, BRENT	3451 STATE RT 97,	Industrial Hemp Production Agreement b/t Brent Shultz and GenCanna Global USA, Inc.	2/19/2019	0.00	1				\$0.0	\$0.0	\$0.0
SKY HEMP, LLC	ATTN BARRY JONES, 409	Settlement Agreement b/t Sky Hemp, LLC and GenCanna Global USA, Inc.	3/1/2018	0.00	1				\$0.0	\$0.0	\$0.0
SKYLINE RETAIL SALES LLC	DB/A SKYLINE EXHIBITS	Tradeshaw and Payment Agreement b/t Skyline Retail Sales LLC and GenCanna Global USA, Inc.	1/1/2019	191,896.42			1		\$0.0	\$191,896.4	\$0.0
SOUTHERN STATES CLARK COOPERATIVE	21 Pendleton St,	Release Agreement b/t Southern States Clark Cooperative Inc. and GenCanna Global USA, Inc.	11/21/2019	6,510.00	1				\$6,510.0	\$0.0	\$0.0
SPECIALTY OIL EXTRACTORS MANUFACTURER LLC	ATTN GENERAL MANAGER,	Biomass Processing Agreement b/t Specialty Oil Extractors Manufacturer, LLC and GenCanna Global USA, Inc.	1/27/2020	183,058.36			1		\$0.0	\$183,058.4	\$0.0
SPECIALTY OIL EXTRACTORS MANUFACTURER LLC	ATTN GENERAL MANAGER,	Collateral Access Agreement b/t Specialty Oil Extractors Manufacturer LLC, GenCanna Global USA, Inc. and MGG Investment Group LP	12/20/2019	0.00				1	\$0.0	\$0.0	\$0.0
SPECIALTY OIL EXTRACTORS MANUFACTURER LLC	ATTN GENERAL MANAGER,	Binding Letter of Intent b/t Specialty Oil Extractors Manufacturer, LLC and GenCanna Global USA, Inc.	10/13/2019	0.00			1		\$0.0	\$0.0	\$0.0
SPECTRUM ENTERPRISE	12405 POWERS COURT DR,	Customer Service Order for Internet Provider Services b/t Charter Communications Operating, LLC and GenCanna Global	7/31/2018	1,294.57				1	\$0.0	\$0.0	\$1,294.6
SPILLMAN, BRYAN	2330 GARDENSVILLE RD,	Industrial Hemp Production Agreement b/t Bryan Spillman and GenCanna Global USA, Inc.	3/15/2019	213,500.00	1				\$213,500.0	\$0.0	\$0.0
SPOOKHOUSE FARMS LLC / SHAUN	2114 CR 1015, BARDWELL,	Second Proposed Amendment to Industrial Hemp Production Agreement b/t Shaun Hayden and GenCanna Global USA, Inc.	12/5/2019	512,500.00	1				\$512,500.0	\$0.0	\$0.0
SPOOKHOUSE FARMS LLC / SHAUN HAYDEN	ATTN SHAUN HAYDEN,	Industrial Hemp Production Agreement b/t Spookhouse Farms LLC and GenCanna Global USA, Inc.	3/18/2019	0.00	1				\$0.0	\$0.0	\$0.0
STARSTONE SPECIALTY INSURANCE CO	185 HUDSON ST, STE 2600,	D&O Liability Insurance Policy b/t Starstone Specialty Insurance Co and GenCanna Global, Inc.	11/5/2019	0.00				1	\$0.0	\$0.0	\$0.0
STAUBER PERFORMANCE INGREDIENTS INC	ATTN LEGAL DEPT, 4120 N	Supply Agreement-CBD Isolate & Full Spectrum Oil b/t Stauber Performance Ingredients Inc. and GenCanna Global USA, Inc.	6/1/2019	0.00			1		\$0.0	\$0.0	\$0.0
STONETURN GROUP LLP	ATTN STEPHEN MARTIN,	Consulting and Legal Services Agreement b/t StoneTurn Group LLP, Squire Patton Boggs (US) LLP and GenCanna Global, Inc.	11/25/2019	0.00	1				\$0.0	\$0.0	\$0.0
STUBBS, CHRIS	ROCHESTER, MN 55902	Employment Agreement with Christopher Stubbs	2/5/2020	0.00				1	\$0.0	\$0.0	\$0.0
SYMETRA LIFE INSURANCE COMPANY	ATTN MARGARET MEISTER,	Incorporation Provision Policy Rider b/t Symetra Life Insurance Company and GenCanna Global USA, Inc.	12/18/2019	0.00				1	\$0.0	\$0.0	\$0.0
TAYLOR MANOR LLC	ATTN CLAUDIA PUCKETT,	Residential Lease (2887 Beckerville) b/t Taylor Manor LLC and GenCanna Global USA, Inc.	7/1/2015	2,500.00	1				\$2,500.0	\$0.0	\$0.0
TEMPLUM MARKETS LLC	ATTN ANNEMARIE TIERNEY,	Broker/Dealer Placement Agent Agreement b/t Templum Market LLC and GenCanna Global, Inc.	9/1/2019	0.00	1				\$0.0	\$0.0	\$0.0
TERMINIX COMMERCIAL PEST CONTROL	22 Reilly Road, #700,	Monthly Pest Control Agreement (Offices) b/t Terminix Commercial Pest Control and GenCanna Global USA, Inc.	9/12/2019	4,459.00				1	\$0.0	\$0.0	\$4,459.0
TERMINIX COMMERCIAL PEST CONTROL	22 Reilly Road, #700,	Monthly Pest Control Agreement b/t Terminix Commercial Pest Control and GenCanna Global USA, Inc.	9/12/2019	0.00				1	\$0.0	\$0.0	\$0.0
TERMINIX COMMERCIAL PEST CONTROL	22 Reilly Road, #700,	One-Time Pest Control Agreement b/t Terminix Commercial Pest Control and GenCanna Global USA, Inc.	11/25/2019	0.00				1	\$0.0	\$0.0	\$0.0
THOMAS, IAN	630 BALDEN RD,	Second Proposed Amendment to Industrial Hemp Production Agreement b/t Ian Thomas and GenCanna Global USA, Inc.	12/3/2019	220,000.00	1				\$220,000.0	\$0.0	\$0.0
THOMAS, IAN	630 BALDEN RD,	Industrial Hemp Production Agreement b/t Ian Thomas and GenCanna Global USA, Inc.	3/19/2019	0.00	1				\$0.0	\$0.0	\$0.0
TIERNEY STORAGE LLC	255 TIERNEY WAY,	Commercial Lease Agreement (271 Tierney) b/t Tierney Storage LLC and GenCanna Global USA, Inc.	8/21/2019	0.00	1				\$0.0	\$0.0	\$0.0
TOON, BOBBY	9620 STATE RT 408, FANCY	Second Proposed Amendment to Industrial Hemp Production Agreement b/t Robert Toon and GenCanna Global USA, Inc.	12/5/2019	753,375.00	1				\$753,375.0	\$0.0	\$0.0
TOON, BOBBY	9620 STATE RT 408, FANCY	Industrial Hemp Production Agreement b/t Robert Toon and GenCanna Global USA, Inc.	3/18/2019	0.00	1				\$0.0	\$0.0	\$0.0
TOYOTA MATERIAL HANDLING MIDWEST	124 Westhampton Dr,	Equipment Lease Agreement b/t Toyota Material Handling Midwest Inc and GenCanna Global USA, Inc.	7/15/2016	1,610.40				1	\$0.0	\$1,610.4	\$0.0
TUDOR, AUSTIN KEITH	9032 RICHMOND RD,	Second Proposed Amendment to Industrial Hemp Production Agreement b/t Austin Tudor and GenCanna Global USA, Inc.	12/3/2019	108,000.00	1				\$108,000.0	\$0.0	\$0.0
TUDOR, AUSTIN KEITH	9032 RICHMOND RD,	Industrial Hemp Production Agreement b/t Austin Tudor and GenCanna Global USA, Inc.	4/1/2019	0.00	1				\$0.0	\$0.0	\$0.0
TUDOR, JIMMY	1530 698 OLD RICHMOND	Second Proposed Amendment to Industrial Hemp Production Agreement b/t Jimmy Tudor and GenCanna Global USA, Inc.	12/3/2019	171,000.00	1				\$171,000.0	\$0.0	\$0.0
TUDOR, JIMMY	9032 RICHMOND RD,	Industrial Hemp Production Agreement b/t Jimmy Tudor and GenCanna Global USA, Inc.	4/1/2019	0.00	1				\$0.0	\$0.0	\$0.0

UNITED FULFILLMENT SOLUTIONS PARTNERS, LLC	ATTN MIKE GREENBLATT,	Master Service Agreement b/t United Fulfillment Solutions Partners, LLC and GenCanna Global USA, Inc.	5/9/2019	1,135.98		1			\$0.0	\$1,136.0	\$0.0
UNITED PARCEL SERVICE INC	5315 SUMMIT PKWY, SAN	Carrier Agreement b/t GenCanna Global and United Parcel Service Inc.	5/1/2017	9,899.83				1	\$0.0	\$0.0	\$9,899.8
UNIVERSITY OF KENTUCKY RESEARCH DIVISION	109 KINKEAD HALL,	Fixed Price Research Agreement b/t Univ. of Kentucky Research Foundation and GenCanna Global	12/12/2019	9,970.00		1			\$0.0	\$9,970.0	\$0.0
VACO LOUISVILLE LLC	ATTN CONTRACTS	Client Services Agreement (Contract Hybrid) #415486 b/t GenCanna Global USA, Inc. and Vaco Louisville LLC	12/5/2019	1,476.40				1	\$0.0	\$1,476.4	\$0.0
VALIDCARE LLC	558 CASTLE PINES PKWY,	Amendment to Supplier User Agreement b/t ValidCare LLC and GenCanna Global USA, Inc.	5/15/2019	30,000.00		1			\$30,000.0	\$0.0	\$0.0
VALIDCARE LLC	558 CASTLE PINES PKWY,	Member Subscription Agreement b/t ValidCare LLC and GenCanna Global USA, Inc.	5/15/2019	0.00				1	\$0.0	\$0.0	\$0.0
VALIDCARE LLC	558 CASTLE PINES PKWY,	Fifth Amended & Restated Operating Agreement b/t ValidCare LLC and GenCanna Global USA, Inc.	5/15/2019	0.00				1	\$0.0	\$0.0	\$0.0
VALIDCARE LLC	558 CASTLE PINES PKWY,	Supplier User Agreement b/t ValidCare LLC and GenCanna Global USA, Inc.	6/26/2018	0.00		1			\$0.0	\$0.0	\$0.0
VALIDUS SPECIALTY UNDERWRITING SERVICES INC	4 WORLD TRADE CENTER,	Non-Disclosure Agreement (Draft) b/t Validus Specialty Underwriting Services Inc and GenCanna Global USA, Inc.	6/25/2019	0.00				1	\$0.0	\$0.0	\$0.0
WAREHOUSE GOODS LLC	D/B/A GREENLANE, ATTN	Supply Agreement-Private Label CBD Products b/t Warehouse Goods LLC dba Greenlane and GenCanna Global USA, Inc.	7/26/2019	0.00				1	\$0.0	\$0.0	\$0.0
WATERSTONE AT HAMBURG PLACE LLC	2785 POLO CLUB BLVD,	Apartment Lease Contract (2795 Polo Club) b/t Waterstone at Hamburg Place LLC and GenCanna Global USA, Inc.	3/21/2019	0.00		1			\$0.0	\$0.0	\$0.0
WEBB, BENNY	4140 COMBS FERRY RD,	Second Proposed Amendment to Industrial Hemp Production Agreement b/t Benny Webb and GenCanna Global USA, Inc.	12/3/2019	448,000.00		1			\$448,000.0	\$0.0	\$0.0
WEBB, BENNY	4140 COMBS FERRY RD,	Industrial Hemp Production Agreement b/t Benny Webb and GenCanna Global USA, Inc.	3/16/2019	0.00		1			\$0.0	\$0.0	\$0.0
WEBB, JEFF	7064 BYBEC RD,	Second Proposed Amendment to Industrial Hemp Production Agreement b/t Jeff Webb and GenCanna Global USA, Inc.	12/5/2019	262,500.00		1			\$262,500.0	\$0.0	\$0.0
WEBB, JEFF	7064 BYBEC RD,	Industrial Hemp Production Agreement b/t Jeff Webb and GenCanna Global USA, Inc.	3/11/2019	0.00		1			\$0.0	\$0.0	\$0.0
WEBB, ZACK AND CHASE	603 ARDERY RD, PARIS, KY	Second Proposed Amendment to Industrial Hemp Production Agreement b/t Zack Webb and GenCanna Global USA, Inc.	12/4/2019	309,375.00		1			\$309,375.0	\$0.0	\$0.0
WEBB, ZACK AND CHASE	603 ARDERY RD, PARIS, KY	Industrial Hemp Production Agreement b/t Zack Webb and GenCanna Global USA, Inc.	3/11/2019	0.00		1			\$0.0	\$0.0	\$0.0
WELLS, PHILLIP	4610 Hamilton Lane,	Industrial Hemp Cuttings Cultivation Agreement b/t Phillip Wells and GenCanna Global USA, Inc.	7/16/2019	1,338,506.34		1			\$1,338,506.3	\$0.0	\$0.0
WIGGINS, BRAD	417 ST RT 83, MAYFIELD,	Second Proposed Amendment to Industrial Hemp Production Agreement b/t Brad Wiggins and GenCanna Global USA, Inc.	12/5/2019	704,000.00		1			\$704,000.0	\$0.0	\$0.0
WIGGINS, BRAD	ATTN BRAD WIGGINS, 417	Industrial Hemp Production Agreement b/t Brad Wiggins and GenCanna Global USA, Inc.	3/19/2019	0.00		1			\$0.0	\$0.0	\$0.0
WILLIAMS SCOTSMAN INC	ATTN MCKENNA CLARK,	Trailer Lease Agreement b/t Willaims Scotsman Inc and GenCanna Global USA, Inc.	5/28/2019	43,375.38				1	\$0.0	\$43,375.4	\$0.0
WILMOT, JUSTIN	5187 BUCKEYE RD,	Second Proposed Amendment to Industrial Hemp Production Agreement b/t Justin Wilmot and GenCanna Global USA, Inc.	12/3/2019	171,000.00		1			\$171,000.0	\$0.0	\$0.0
WILMOT, JUSTIN	5187 BUCKEYE RD,	Industrial Hemp Production Agreement b/t Justin Wilmot and GenCanna Global USA, Inc.	3/14/2019	0.00		1			\$0.0	\$0.0	\$0.0
WINCHESTER PLAZA LLC	C/O DAVID HOCKER &	Commercial Lease (H) b/t Winchester Plaza LLC and GenCanna Global USA, Inc.	6/30/2019	0.00				1	\$0.0	\$0.0	\$0.0
WINCHESTER WAREHOUSE CO LLC	ATTN MATT BEALERT,	Commercial Lease Agreement b/t Winchester Warehouse Co LLC and GenCanna Global USA, Inc.	10/18/2019	2,586.21				1	\$0.0	\$2,586.2	\$0.0
WISEMAN, SHANE	1296 MORRIS RD,	Second Proposed Amendment to Industrial Hemp Production Agreement b/t Shane Wiseman and GenCanna Global USA, Inc.	12/3/2019	352,187.50		1			\$352,187.5	\$0.0	\$0.0
WISEMAN, SHANE	1296 MORRIS RD,	Industrial Hemp Production Agreement b/t Shane Wiseman and GenCanna Global USA, Inc.	3/14/2019	0.00		1			\$0.0	\$0.0	\$0.0
YANKEE INVESTMENT GROUP LLC	WINCHESTER, KY 40391	Acknowledgement Agreement b/t GenCanna Global USA, Inc. and Yankee Investment Group LLC	3/25/2018	0.00		1			\$0.0	\$0.0	\$0.0
YANKEE INVESTMENT GROUP LLC	WINCHESTER, KY 40391	Barter Agreement re: Extraction Agreement b/t GenCanna Global USA, Inc., Alden Botanica LLC, Alden Wellness LLC and Yankee Investment Group LLC	7/17/2017	0.00		1			\$0.0	\$0.0	\$0.0
YANKEE INVESTMENT GROUP LLC	WINCHESTER, KY 40391	Settlement Agreement and Release b/t Carso Agriculture LLC, GenCanna Global USA, Inc., Yankee Investment Group LLC and Matty Mangone-Miranda	7/18/2019	0.00		1			\$0.0	\$0.0	\$0.0
				\$40,980,668.0		191	42	40	\$39,567,860.9	\$1,066,772.8	\$346,034.3