

**ASSIGNMENT OF MEMBERSHIP INTEREST  
(MJ HIGHLAND, LLC)**

THIS ASSIGNMENT OF MEMBERSHIP INTEREST (this "Assignment") is made and entered into effective as of September 21, 2022 (the "Effective Date"), by and between Green Peak Industries Inc., a Michigan corporation ("Assignor"), and Michael Acho, an individual ("Assignee"). Capitalized terms used, but not otherwise defined, in this Assignment shall have the meanings assigned to such terms in the Second Amended and Restated Operating Agreement of the Company, as amended and/or restated from time to time (the "Operating Agreement").

**RECITALS:**

A. Battle Spring LLC ("Battle Spring") owned the 51% membership interest in MJ Highland, LLC, a Michigan limited liability company (the "Company").

B. Assignee owns the remaining 49% membership interest (the "Remaining Interest") in the Company.

C. Assignor, by way of separate agreement, was previously assigned Battle Spring's 51% membership interest in the Company.

D. Assignor now seeks to assign the 51% membership interest (the "Assigned Interest") to Assignee, and Assignee desires to accept assignment of the Membership Interest, in accordance with the terms and subject to the conditions set forth in this Assignment.

**AGREEMENT:**

NOW, THEREFORE, for and in consideration of the foregoing Recitals, the mutual covenants and undertakings set forth below and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

1. Assignor hereby assigns its entire right, title and interest in and to the Assigned Interest to Assignee.

2. Assignor represents and warrants to Assignee that: (a) it is a corporation duly organized, validly existing and in good standing under the laws of the State of Michigan; (b) it has the corporation power and authority to enter into this Assignment and to consummate the transaction contemplated by this Assignment; (c) Assignor, by way of previous assignment by Battle Spring, is the lawful owner of the Membership Interest, free and clear of any and all security interests, liens, liabilities, options, or other obligations or encumbrances (collectively, "Liens"); (d) Assignor has not transferred or encumbered any portion of the Membership Interest; (e) this Assignment will vest ownership of the Membership Interest in Assignee, free and clear of all Liens, subject to Section 4 below.

3. Assignee hereby: (a) accepts the assignment described in Section 1 above; and (b) assumes and agrees to perform Assignor's obligations with respect to the Membership Interest.

4. Notwithstanding anything contained in this Assignment to the contrary, the assignment of the Assigned Interest to Assignee as reflected in this Assignment is conditioned upon the agreement of the parties that neither Assignee nor Company shall (a) assign any of the Assigned Interest nor any of its Remaining Interest to Thomas Nafso, Victor Kattoula, or Ammar Kattoula, or any entities owned or operated by Thomas Nafso, Victor Kattoula, or Ammar Kattoula, (b) engage with or through Thomas Nafso, Victor Kattoula, or Ammar Kattoula in any business transactions, partnership, joint venture, etc. concerning or related to the development of the property located at 2060 Dixie Highway, Waterford, MI 48328 (the "Property"), or (c) engage with or through Thomas Nafso, Victor Kattoula, or Ammar Kattoula to obtain any medical nor recreational licensure for the Property. For purpose of clarification, the Assignee and MJ Highland may pursue any and all business transactions, licensure and development of the property and location through or in co-operation or partnership with any individuals or entities other than with Thomas Nafso, Victor Kattoula, or Ammar Kattoula.

5.

(a) Assignee and Company and their predecessors in interest, successors in interest, employees, agents, insurers, representatives, and assigns hereby generally and unconditionally release, discharge and covenant not to sue Assignor, its respective parent companies, subsidiaries, affiliates, predecessors in interest, successors in interest, along with its respective officers, directors, shareholders, owners, employees, agents, insurers, attorneys, representatives, and assigns, jointly and severally, from any and all claims, liabilities, causes of action, obligations, complaints, counterclaims, cross-claims, third-party claims for indemnification or contribution or otherwise, rights, actions, causes of action of any nature whatsoever, obligations, suits, breaches, sums of money and any other demands whatsoever, whether in contract or tort, in law or in equity, or arising under or by virtue of a statute or regulation or judicial reason, that are now recognized by law or that may be created or recognized in the future, and for all other losses, injuries, damages, expenses, or remedies of any and every kind or character, including, without limitation, all actual damages (past, present, future, economic, noneconomic, known, and unknown), all exemplary and punitive damages, all attorney fees, all penalties of any kind arising out of or related to any litigation and all claims alleged or that could have been alleged in any litigation or all exemplary and punitive damages, all attorney fees, all penalties of any kind arising out of or relating to any conduct, harm, matter, cause, or thing whatsoever that has occurred at any time up to and including the Effective Date of this Agreement. However, notwithstanding anything contained in this Assignment, the rights and obligations of the parties set forth in this Assignment are not released.

(b) Assignor and its predecessors in interest, successors in interest, employees, agents, insurers, representatives, and assigns hereby generally and unconditionally release, discharge and covenant not to sue Assignee or Company, their respective parent companies, subsidiaries, affiliates, predecessors in interest, successors in interest, along with their officers, directors, shareholders, owners, employees, agents, insurers, attorneys, representatives, and assigns, jointly and severally, from any and all claims, liabilities, causes of action, obligations, complaints, counterclaims, cross-claims, third-party claims for indemnification or contribution or otherwise, rights, actions, causes of action of any nature whatsoever, obligations, suits, breaches, sums of money and any other demands whatsoever, whether in contract or tort, in law or in equity, or arising under or by virtue of a statute or regulation or judicial reason, that are now recognized by law or that

may be created or recognized in the future, and for all other losses, injuries, damages, expenses, or remedies of any and every kind or character, including, without limitation, all actual damages (past, present, future, economic, noneconomic, known, and unknown), all exemplary and punitive damages, all attorney fees, all penalties of any kind arising out of or related to any litigation and all claims alleged or that could have been alleged in any litigation or all exemplary and punitive damages, all attorney fees, all penalties of any kind arising out of or relating to any conduct, harm, matter, cause, or thing whatsoever that has occurred at any time up to and including the Effective Date of this Agreement. However, notwithstanding anything contained in this Assignment, the rights and obligations of the parties set forth in this Assignment are not released.

6. Each of the parties agrees to execute and deliver such other documents, instruments or agreements as may be reasonably necessary or desirable for the implementation of this Assignment and the consummation of the transaction contemplated by this Assignment, including, without limitation, the execution and delivery of any documents or instruments as the Company may determine to be necessary or desirable in connection with the Company's medical marijuana facility license application and the Company's pursuit of such license from Waterford Township, Michigan. Further, immediately upon the parties' full execution of this Agreement, Assignor shall turn over to Assignee all documents, instruments, materials, and work papers belonging or relating to the Company to the extent such documents, instruments, materials, and work papers are in Seller's possession or control, such documents, instruments, materials, and work papers to include, without limitation, all documents, instruments, materials, and work papers of the Company relating to the Company's medical marijuana facility license and/or application, the Company's pursuit of such license from Waterford Township, Michigan, and all documents and paper-work relating to the build-out and development of the Property (e.g., architectural drawings, engineering drawings, blue prints, building plans, etc.).

7. This Assignment may be executed in counterparts, all of which together shall constitute one agreement binding on all the parties, notwithstanding that all such parties are not signatories to the original or the same counterpart. Copies (whether facsimile, electronic, photostatic or otherwise) of signatures to this Assignment are deemed to be originals and may be relied on to the same extent as the originals. This Assignment shall be binding upon, and inure to the benefit of, the parties and their respective representatives, successors and assigns.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Assignment effective as of the date first set forth above.

**ASSIGNOR:**

Green Peak Industries, Inc  
a Michigan corporation

By: Jeffrey Donahue  
Jeffrey Donahue, General Counsel

**ASSIGNEE:**

Michael Acho,  
an individual

By: Michael Acho  
Michael Acho