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STATE OF FLORIDA
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**ARTICLES OF MERGER
OF
SCHYAN SUB, INC.
(a Florida corporation)
INTO
TRULIEVE, INC.
(a Florida corporation)**

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to Section 607.1105, Florida Statutes on this 21st day of September, 2018.

FIRST: Trulieve, Inc., a Florida corporation, document number P18000060420, is the surviving corporation (the "Surviving Corp.").

SECOND: Schyan Sub, Inc., a Florida corporation, document number P18000076261, is the merging corporation (the "Merging Corp.").

THIRD: The Plan of Merger is attached hereto.

FOURTH: The merger shall become effective when these Articles of Merger are filed with the Florida Department of State.

FIFTH: The Plan of Merger was unanimously adopted by all the directors and shareholders of the Surviving Corp. on September 11, 2018.

SIXTH: The Plan of Merger was unanimously adopted by all the sole director and sole shareholder of the Merging Corp. as of September 10, 2018.

[Signature page to follow]

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IN WITNESS WHEREOF, the undersigned have executed these Articles of Merger as of the date first above written.

MERGING CORP.:

SCHYAN SUB, INC., a Florida corporation

By:

[Handwritten Signature]
Print Name: *Lisa McComb*
Title: *President*

SURVIVING CORP.:

TRULIEVE, INC., a Florida corporation

By:

Print Name: Kim Rivers
Title: CEO

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IN WITNESS WHEREOF, the undersigned have executed these Articles of Merger as of the date first above written.

MERGING CORP.:

SCHYAN SUB, INC., a Florida corporation

By: _____

Print Name:

Title:

SURVIVING CORP.:

TRULIEVE, INC., a Florida corporation

By:  _____

Print Name: Kim Rivers

Title: CEO

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PLAN OF MERGER

This PLAN OF MERGER (this "Plan") is made and entered into as of September 21, 2018, by and between TRULIEVE, INC., a Florida corporation ("Trulieve"), and SCHYAN SUB, INC., a Florida corporation ("Subco"). Trulieve and Subco are hereinafter collectively referred to as the "Merging Entities."

WITNESSETH:

WHEREAS, the Merging Entities desire to merge, following which Trulieve shall be the surviving corporation (the "Merger");

WHEREAS, Section 617.1101 of the Florida Business Corporation Act permits the Merger of the Merging Entities in the manner provided in this Plan;

WHEREAS, the shareholders and Board of Directors of Trulieve and the shareholder and Board of Directors of Subco deem the consummation of the Merger in the manner contemplated herein advisable, and accordingly have adopted and approved this Plan and have authorized the execution hereof by appropriate corporate action; and

WHEREAS, Subco is a wholly owned subsidiary of Schyan Exploration Inc./Exploration Schyan Inc., an Ontario corporation, ("Schyan");

NOW THEREFORE, in consideration of the premises and mutual covenants set forth below, the parties agree as follows:

1. **Merging Corporation**. The exact name, jurisdiction, and form / entity type of the "Merging Corporation" to the Merger are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Schyan Sub, Inc.	Florida	Florida Profit Corporation

2. **Surviving Corporation**. The exact name, jurisdiction, and form / entity type of the "Surviving Corporation" to the Merger are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Trulieve, Inc.	Florida	Florida Profit Corporation

3. **Terms and Conditions**. The terms and conditions of the Merger (in addition to those set forth elsewhere in this Plan) and the mode of carrying same into effect are as follows:

Upon the filing and approval of the Articles of Merger with the Florida Department of State (the "Effective Time"): (i) Subco shall be merged with and into Trulieve and Trulieve shall be the surviving entity and shall have all the rights, privileges, immunities, and powers and shall be subject to all the duties and liabilities of a corporation under the Florida Statutes; (ii) the separate existence of Subco shall cease; (iii) Trulieve shall thereupon and thereafter possess all

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the rights and privileges, immunities, and franchises, of a public as well as a private nature, of Subco; (iv) all property, real, personal, and mixed, and all debts due on whatever account, including all choses in action, and all and every other interest, of or belonging to or due to Subco shall be taken and deemed to be transferred to and vested in Trulieve without further act or deed; (v) Trulieve shall thereupon and thereafter be responsible for all liabilities and obligations of Subco, including liabilities arising out of appraisal rights with respect to the Merger; and (vi) all corporate acts, plans, policies, contracts, approvals, and authorizations of Subco and its respective partners, officers and agents, that were valid and effective immediately prior to the Effective Time, shall be taken for all purposes as of the acts, plans, policies, contracts, approvals and authorizations of Trulieve and shall be as effective and binding thereon as the same were with respect to Subco.

At the Effective Time by virtue of this Plan the following shall be deemed to have occurred sequentially without any further action by or notice to Trulieve, Schyan, or the holders of any Company Common Stock, Broker Warrants or Company Warrants, respectively:

(a) each share of Company Common Stock issued and outstanding immediately prior to the Effective Time and held by a SUB Shareholder (other than an SVS Shareholder, an MVS Shareholder, or a Canadian Resident Shareholder) shall be exchanged by such SUB Shareholder for one (1) fully paid and non-assessable Subordinate Voting Share;

(b) each share of Company Common Stock issued and outstanding immediately prior to the Effective Time and held by an SVS Shareholder shall be exchanged by such SVS Shareholder for one (1) fully paid and non-assessable Super Voting Share;

(c) each share of Company Common Stock issued and outstanding immediately prior to the Effective Time and held by an MVS Shareholder shall be exchanged by such MVS Shareholder for one (1) fully paid and non-assessable Multiple Voting Share;

(d) each share of Company Common Stock issued and outstanding immediately prior to the Effective Time and held by a Canadian Resident Shareholder shall be transferred by such Canadian Resident Shareholder to Schyan in exchange for one (1) fully paid and non-assessable Subordinate Voting Share;

(e) each share of Company Common Stock issued and outstanding immediately prior to the Effective Time shall convert into one (1) share of common stock of Mergeco;

(f) each Broker Warrant outstanding immediately prior to the Effective Time shall be exchanged by the holder thereof for one (1) Resulting Issuer Broker Warrant on economically equivalent terms;

(g) each Company Warrant outstanding immediately prior to the Effective Time shall be exchanged by the holder thereof for one (1) Resulting Issuer Warrant on economically equivalent terms;

(h) all Broker Warrants and Company Warrants exchanged for Resulting Issuer Broker Warrants and Resulting Issuer Warrants, respectively, in accordance with Subsections 3(f) and 3(g) hereof shall be cancelled; and

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- (i) Mergeco shall be a wholly-owned subsidiary of the Resulting Issuer.

For purposes of this Section 3, the following definitions shall apply:

"Broker Warrants" means the warrants to purchase 535,446 shares of Company Common Stock issued to Canaccord Genuity Corp. and GMP Securities L.P. with each warrant entitling the holder thereof, in general, to acquire one (1) share of Company Common Stock at an exercise price equal to Cdn\$6.00.

"Canadian Resident Shareholder" means a beneficial holder of shares of Trulieve who, for purposes of the *Income Tax Act* (Canada), is either resident in Canada or a "Canadian partnership".

"Company Common Stock" means the common stock in the capital of Trulieve, par value US\$0.001 per share.

"Company Warrants" means the warrants to purchase shares of Company Common Stock issued and outstanding, entitling the holders to acquire such number of shares of Company Common Stock, in the aggregate, as is equivalent to 8.0% of the issued and outstanding share capital of Trulieve at an exercise price per share to be determined had Trulieve had a market cap value of US\$500,000,000, subject to adjustments, pursuant to the terms of the applicable warrant certificates.

"Mergeco" means Trulieve immediately following the Effective Time, which shall be the surviving corporation of the Merger.

"MVS Shareholders" means certain U.S. resident holders of shares of Company Common Stock as mutually agreed by Schyan, Subco and Trulieve, excluding the Private Placement Shareholders.

"Multiple Voting Shares" means the class of common shares in the capital of the Resulting Issuer having the terms set forth in Schedule 1 attached hereto.

"Private Placement Shareholders" means the holders of shares of Company Common Stock that acquire such shares upon automatic conversion of the subscription receipts of Trulieve issued on August 27, 2018.

"Resulting Issuer" means Schyan upon completing the Merger and the steps outlined in this Plan, and is referred to as "the Corporation" in Schedule 1, 2 and 3 hereto.

"Resulting Issuer Broker Warrants" means the warrants to purchase Resulting Issuer Shares for which Broker Warrants shall be exchanged as provided in this Plan, with each such Resulting Issuer Broker Warrant being exercisable to acquire the same number and class of Resulting Issuer Shares that the holder would have acquired if such Broker Warrants had been exercised for the underlying shares of Company Common Stock immediately prior to the Merger, and having the same economic value as the Broker Warrants.

"Resulting Issuer Shares" means collectively the Subordinate Voting Shares, the Super Voting Shares and the Multiple Voting Shares.

"Resulting Issuer Warrants" means the warrants to purchase Resulting Issuer Shares for which Company Warrants shall be exchanged as provided in this Plan, with each such Resulting Issuer Warrant being exercisable to acquire the same number and class of Resulting Issuer

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Shares that the holder would have acquired if such Company Warrants had been exercised for the underlying shares of Company Common Stock immediately prior to the Merger, and having the same economic value as the Company Warrants.

“**SUB Shareholders**” means holders of shares of Company Common Stock, including Private Placement Shareholders.

“**Subordinate Voting Shares**” means the class of common shares in the capital of the Resulting Issuer having the terms set forth in Schedule 2 attached hereto.

“**Super Voting Shares**” means the class of common shares in the capital of the Resulting Issuer having the terms set forth in Schedule 3 attached hereto.

“**SVS Shareholders**” means certain U.S. resident holders of shares of Company Common Stock as mutually agreed by Schyan, Subco and Trulieve, excluding the Private Placement Shareholders.

If at any time after the Effective Time, Trulieve shall consider or be advised that any further deeds, assignments or assurances in law or in any other things necessary, desirable or proper to vest, perfect or confirm, of record or otherwise, in Trulieve, the title to any property or rights of Subco acquired or to be acquired by reason of, or as a result of, the Merger, Subco (or the proper officers and directors of such) shall execute and deliver such proper deeds, assignments and assurances in law and do all things necessary, desirable or proper to vest, perfect or confirm title to such property or rights in Trulieve and otherwise to carry out the purpose of this Plan.

4. **Articles of Incorporation of Trulieve.** The Articles of Incorporation of Trulieve, as the surviving corporation, are hereby amended and restated in their entirety as provided at Exhibit A attached hereto.

5. **Changes to Plan.** The board of directors of each of Trulieve and Subco may amend the Plan at any time prior to the filing of the Articles of Merger, subject to the restrictions set forth in Section 607.1103 of the Florida Business Corporation Act.

6. **Abandonment of Plan.** The Merger may be abandoned (subject to any contractual rights) at any time prior to the filing of Articles of Merger by Trulieve or Subco, without further action by the shareholders of either Trulieve or Subco, in the manner determined by the board of directors of each of Trulieve and Subco.

7. **Counterparts.** This Plan may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Facsimile signatures or signatures received as a pdf attachment to electronic mail shall be treated as original signatures for all purposes of this Plan.

8. **Capitalized Terms.** Capitalized Terms used and defined in this Plan shall have the meanings assigned to such terms.

9. **Binding Nature.** This Plan shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[Signatures appear on following page]

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IN WITNESS WHEREOF, the undersigned have caused their duly authorized officers to execute this Plan.

MERGING CORPORATION:

SCHYAN SUB, INC., a Florida corporation

By: (Signature)
Name: Lisa McCormack
Title: President

SURVIVING CORPORATION:

TRULIEVE, INC., a Florida corporation

By: _____
Name: Kim Rivers
Title: CEO

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IN WITNESS WHEREOF, the undersigned have caused their duly authorized officers to execute this Plan.


MERGING CORPORATION:

SCHYAN SUB, INC., a Florida corporation

By: _____
Name: _____
Title: _____

SURVIVING CORPORATION:

TRULIEVE, INC., a Florida corporation

By:  _____
Name: Kim Rivers
Title: CEO

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H18000276007 3**Schedule 1****Terms of Subordinate Voting Shares**

(1) An unlimited number of **Subordinate Voting Shares**, without nominal or par value, having attached thereto the special rights and restrictions as set forth below:

(a) **Voting Rights.** Holders of Subordinate Voting Shares shall be entitled to notice of and to attend at any meeting of the shareholders of the Corporation, except a meeting of which only holders of another particular class or series of shares of the Corporation shall have the right to vote. At each such meeting holders of Subordinate Voting Shares shall be entitled to one vote in respect of each Subordinate Voting Share held.

(b) **Alteration to Rights of Subordinate Voting Shares.** As long as any Subordinate Voting Shares remain outstanding, the Corporation will not, without the consent of the holders of the Subordinate Voting Shares by separate special resolution, prejudice or interfere with any right or special right attached to the Subordinate Voting Shares.

(c) **Dividends.** Holders of Subordinate Voting Shares shall be entitled to receive as and when declared by the directors, dividends in cash or property of the Corporation. No dividend will be declared or paid on the Subordinate Voting Shares unless the Corporation simultaneously declares or pays, as applicable, equivalent dividends (on an as-converted to Subordinate Voting Share basis) on the Multiple Voting Shares and Super Voting Shares.

(d) **Liquidation, Dissolution or Winding-Up.** In the event of the liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, or in the event of any other distribution of assets of the Corporation among its shareholders for the purpose of winding up its affairs, the holders of Subordinate Voting Shares shall, subject to the prior rights of the holders of any shares of the Corporation ranking in priority to the Subordinate Voting Shares be entitled to participate ratably along with all other holders of Multiple Voting Shares (on an as-converted to Subordinate Voting Share basis), Subordinate Voting Shares and Super Voting Shares (on an as-converted to Subordinate Voting Share basis).

(e) **Rights to Subscribe; Pre-Emptive Rights.** The holders of Subordinate Voting Shares are not entitled to a right of first refusal to subscribe for, purchase or receive any part of any issue of Subordinate Voting Shares, or bonds, debentures or other securities of the Corporation now or in the future.

(f) **Subdivision or Consolidation.** No subdivision or consolidation of the Subordinate Voting Shares, Multiple Voting Shares or Super Voting Shares shall occur unless, simultaneously, the Subordinate Voting Shares, Multiple Voting Shares and Super Voting Shares are subdivided or consolidated in the same manner or such other adjustment is made so as to maintain and preserve the relative rights of the holders of the shares of each of the said classes.

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Schedule 2**Terms of Multiple Voting Shares**

(1) An unlimited number of **Super Voting Shares**, without nominal or par value, having attached thereto the special rights and restrictions as set forth below:

(a) **Issuance.** The Super Voting Shares are only issuable in connection with the closing of the Business Combination. For the purposes hereof, "**Business Combination**" means the business combination of the Corporation, a wholly-owned subsidiary of the Corporation, and George Hackney, Inc. d.b.a. Trulieve, pursuant to a business combination agreement entered into prior to the filing of these articles.

(b) **Voting Rights.** Holders of Super Voting Shares shall be entitled to notice of and to attend at any meeting of the shareholders of the Corporation, except a meeting of which only holders of another particular class or series of shares of the Corporation shall have the right to vote. At each such meeting, holders of Super Voting Shares will be entitled to 2 votes in respect of each Subordinate Voting Share into which such Super Voting Share could ultimately then be converted, which for greater certainty, shall initially equal 200 votes per Super Voting Share.

(c) **Alteration to Rights of Super Voting Shares.** As long as any Super Voting Shares remain outstanding, the Corporation will not, without the consent of the holders of the Super Voting Shares by separate special resolution, prejudice or interfere with any right or special right attached to the Super Voting Shares. Consent of the holders of a majority of the outstanding Super Voting Shares shall be required for any action that authorizes or creates shares of any class having preferences superior to or on a parity with the Super Voting Shares. In connection with the exercise of the voting rights contained in this paragraph (b) each holder of Super Voting Shares will have one vote in respect of each Super Voting Share held.

(d) **Dividends.** The holder of Super Voting Shares shall have the right to receive dividends, out of any cash or other assets legally available therefor, *pari passu* (on an as converted to Subordinated Voting Share basis) as to dividends and any declaration or payment of any dividend on the Subordinate Voting Shares. No dividend will be declared or paid on the Super Voting Shares unless the Corporation simultaneously declares or pays, as applicable, equivalent dividends (on an as-converted to Subordinate Voting Share basis) on the Subordinate Voting Shares and Multiple Voting Shares.

(e) **Liquidation, Dissolution or Winding-Up.** In the event of the liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, or in the event of any other distribution of assets of the Corporation among its shareholders for the purpose of winding up its affairs, the holders of Super Voting Shares will, subject to the prior rights of the holders of any shares of the Corporation ranking in priority to the Super Voting Shares, be entitled to participate ratably along with all other holders of Super Voting Shares (on an as-converted to Subordinate Voting Share basis), Subordinate Voting Shares and Multiple Voting Shares (on an as-converted to Subordinate Voting Share basis).

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(f) **Rights to Subscribe; Pre-Emptive Rights.** The holders of Super Voting Shares are not entitled to a right of first refusal to subscribe for, purchase or receive any part of any issue of Subordinate Voting Shares, or bonds, debentures or other securities of the Corporation now or in the future.

(g) **Conversion.**

Holdings of Super Voting Shares Holders shall have conversion rights as follows (the "**Conversion Rights**"):

(i) **Right to Convert.** Each Super Voting Share shall be convertible, at the option of the holder thereof, at any time after the date of issuance of such share at the office of the Corporation or any transfer agent for such shares, into one fully paid and non-assessable Multiple Voting Shares as is determined by multiplying the number of Super Voting Shares by the Conversion Ratio applicable to such share, determined as hereafter provided, in effect on the date the Super Voting Share is surrendered for conversion. The initial "**Conversion Ratio**" for shares of Super Voting Shares shall be one Multiple Voting Share for each Super Voting Share; provided, however, that the Conversion Ratio shall be subject to adjustment as set forth in subsections (iv) and (v).

(ii) **Automatic Conversion.** A Super Voting Share shall automatically be converted without further action by the holder thereof into one Multiple Voting Share upon the transfer by the holder thereof to anyone other than (i) another Initial Holder, an immediate family member of an Initial Holder or a transfer for purposes of estate or tax planning to a company or person that is wholly beneficially owned by an Initial Holder or immediate family members of an Initial Holder or which an Initial Holder or immediate family members of an Initial Holder are the sole beneficiaries thereof; or (ii) a party approved by the Corporation. Each Super Voting Share held by a particular Initial Holder shall automatically be converted without further action by the holder thereof into Multiple Voting Shares at the Conversion Ratio for each Super Voting Share held if at any time the aggregate number of issued and outstanding Super Voting Shares beneficially owned, directly or indirectly, by that Initial Holder and that Initial Holder's predecessor or transferor, permitted transferees and permitted successors, divided by the number of Super Voting Shares beneficially owned, directly or indirectly, by that Initial Holder (and the Initial Holder's predecessor or transferor, permitted transferees and permitted successors) as at the date of completion of the Business Combination is less than 50% (the "**Threshold Conversion**"). The holders of Super Voting Shares will, from time to time upon the request of the Corporation, provide to the Corporation evidence as to such holders' direct and indirect beneficial ownership (and that of its permitted transferees and permitted successors) of Super Voting Shares to enable the Corporation to determine if its right to convert has occurred. For purposes of these calculations, a holder of Super Voting Shares will be deemed to beneficially own Super Voting Shares held by an intermediate company or fund in proportion to their equity ownership of such company or fund, unless such company or fund holds such shares for the benefit of such holder, in which case they will be deemed to own 100% of such shares held for their benefit. For the purposes hereof, "**Initial Holders**" means Kim Rivers, Ben Atkins, Thad

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Beshears, Telogia Pharm, LLC, KOPUS, LLC and Shade Leaf Holding LLC. In addition, each Super Voting Share shall automatically be converted (the "**Sunset Conversion**") and together with the Threshold Conversion, the "**SVS Mandatory Conversion**"), without further action by the holder thereof, into one Multiple Voting Shares at the Conversion Ratio for each Super Voting Share held on the date that is 30 months following the closing of the Business Combination. The Corporation will issue or cause its transfer agent to issue each holder of Super Voting Shares of record a notice at least 20 days prior to the record date of the SVS Mandatory Conversion, which shall specify therein, (i) the number of Multiple Voting Shares into which the Super Voting Shares are convertible and (ii) the address of record for such holder. On the record date of an SVS Mandatory Conversion, the Corporation will issue or cause its transfer agent to issue each holder of record on the SVS Automatic Conversion date certificates representing the number of Multiple Voting Shares into which the Super Voting Shares are so converted and each certificate representing the Super Voting Shares shall be null and void

(iii) **Mechanics of Option Conversion.** Before any holder of Super Voting Shares shall be entitled to convert Super Voting Shares into Multiple Voting Shares, the holder thereof shall surrender the certificate or certificates therefor, duly endorsed, at the office of the Corporation or of any transfer agent for Multiple Voting Shares, and shall give written notice to the Corporation at its principal corporate office, of the election to convert the same and shall state therein the name or names in which the certificate or certificates for Multiple Voting Shares are to be issued (each, a "**Conversion Notice**"). The Corporation shall (or shall cause its transfer agent to), as soon as practicable thereafter, issue and deliver at such office to such holder, or to the nominee or nominees of such holder, a certificate or certificates for the number of Multiple Voting Shares to which such holder shall be entitled as aforesaid. Such conversion shall be deemed to have been made immediately prior to the close of business on the date of such surrender of the shares of Super Voting Shares to be converted, and the person or persons entitled to receive the Multiple Voting Shares issuable upon such conversion shall be treated for all purposes as the record holder or holders of such Multiple Voting Shares as of such date.

(iv) **Adjustments for Distributions.** In the event the Corporation shall declare a distribution to holders of Multiple Voting Shares payable in securities of other persons, evidences of indebtedness issued by the Corporation or other persons, assets (excluding cash dividends) or options or rights not otherwise causing adjustment to the Conversion Ratio (a "**Distribution**"), then, in each such case for the purpose of this subsection (g)(iv), the holders of Super Voting Shares shall be entitled to a proportionate share of any such Distribution as though they were the holders of the number of Multiple Voting Shares into which their Super Voting Shares are convertible as of the record date fixed for the determination of the holders of Multiple Voting Shares entitled to receive such Distribution.

(v) **Recapitalizations; Stock Splits.** If at any time or from time-to-time, the Corporation shall (i) effect a recapitalization of the Multiple Voting Shares; (ii) issue Multiple Voting Shares as a dividend or other distribution on outstanding Multiple Voting Shares; (iii)

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subdivide the outstanding Multiple Voting Shares into a greater number of Multiple Voting Shares; (iv) consolidate the outstanding Multiple Voting Shares into a smaller number of Multiple Voting Shares; or (v) effect any similar transaction or action (each, a "Recapitalization"), provision shall be made so that the holders of Super Voting Shares shall thereafter be entitled to receive, upon conversion of Super Voting Shares, the number of Multiple Voting Shares or other securities or property of the Corporation or otherwise, to which a holder of Multiple Voting Shares deliverable upon conversion would have been entitled on such Recapitalization. In any such case, appropriate adjustment shall be made in the application of the provisions of this Section (g) with respect to the rights of the holders of Super Voting Shares after the Recapitalization to the end that the provisions of this Section (g) (including adjustment of the Conversion Ratio then in effect and the number of Multiple Voting Shares issuable upon conversion of Super Voting Shares) shall be applicable after that event as nearly equivalent as may be practicable.

(vi) **No Fractional Shares and Certificate as to Adjustments.** No fractional Multiple Voting Shares shall be issued upon the conversion of any share or shares of Super Voting Shares and the number of Multiple Voting Shares to be issued shall be rounded up to the nearest whole Multiple Voting Share. Whether or not fractional Multiple Voting Shares are issuable upon such conversion shall be determined on the basis of the total number of shares of Super Voting Shares the holder is at the time converting into Multiple Voting Shares and the number of Multiple Voting Shares issuable upon such aggregate conversion.

(vii) **Adjustment Notice.** Upon the occurrence of each adjustment or readjustment of the Conversion Ratio pursuant to this Section (g), the Corporation, at its expense, shall promptly compute such adjustment or readjustment in accordance with the terms hereof and prepare and furnish to each holder a certificate setting forth such adjustment or readjustment and showing in detail the facts upon which such adjustment or readjustment is based. The Corporation shall, upon the written request at any time of any holder, furnish or cause to be furnished to such holder a like certificate setting forth (A) such adjustment and readjustment, (B) the Conversion Ratio for Super Voting Shares at the time in effect, and (C) the number of Multiple Voting Shares and the amount, if any, of other property which at the time would be received upon the conversion of a Super Voting Share.

(viii) **Effect of Conversion.** All Super Voting Shares which shall have been surrendered for conversion or converted by the Corporation as herein provided shall no longer be deemed to be outstanding and all rights with respect to such shares shall immediately cease and terminate at the time of conversion (the "Conversion Time"), except only the right of the holders thereof to receive Multiple Voting Shares in exchange therefor and to receive payment in lieu of any fraction of a share otherwise issuable upon such conversion.

(ix) **Notice.** On the date of a Mandatory Conversion, the Corporation will issue or cause its transfer agent to issue each holder of Super Voting Shares of record on the Mandatory

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Conversion Date certificates representing the number of Multiple Voting Shares into which the Super Voting Shares are so converted and each certificate representing the Super Voting Shares shall be null and void.

(x) **Retirement of Shares.** Any Super Voting Share converted shall be retired and cancelled and may not be reissued as shares of such series or any other class or series, and the Corporation may thereafter take such appropriate action (without the need for shareholder action) as may be necessary to reduce the authorized number of Super Voting Shares accordingly.

(xi) **Disputes.** Any holder of Super Voting Shares that beneficially owns more than 5% of the issued and outstanding Super Voting Shares may submit a written dispute as to the determination of the conversion ratio or the arithmetic calculation of the Conversion Ratio, the conversion ratio of Multiple Voting Shares to Subordinate Voting Shares (the "**Subordinate Conversion Ratio**") or of the 40% Threshold, FPI Protective Restriction or the Beneficial Ownership Limitation (each as defined in the terms of the Multiple Voting Shares) by the Corporation to the Board of Directors with the basis for the disputed determinations or arithmetic calculations. The Corporation shall respond to the holder within five (5) Business Days of receipt, or deemed receipt, of the dispute notice with a written calculation of the Conversion Ratio, Subordinate Conversion Ratio, 40% Threshold or the FPI Protective Restriction, as applicable. If the holder and the Corporation are unable to agree upon such determination or calculation of the Conversion Ratio, Subordinate Conversion Ratio or the FPI Protective Restriction, as applicable, within five (5) Business Days of such response, then the Corporation and the holder shall, within one (1) Business Day thereafter submit the disputed arithmetic calculation of the Conversion Ratio, Subordinate Conversion Ratio, FPI Protective Restriction or the Beneficial Ownership Limitation to the Corporation's independent, outside accountant. The Corporation, at the Corporation's expense, shall cause the accountant to perform the determinations or calculations and notify the Corporation and the holder of the results no later than five (5) Business Days from the time it receives the disputed determinations or calculations. Such accountant's determination or calculation, as the case may be, shall be binding upon all parties absent demonstrable error.

(h) **Notices of Record Date.** Except as otherwise provided under applicable law, in the event of any taking by the Corporation of a record of the holders of any class of securities for the purpose of determining the holders thereof who are entitled to receive any dividend (other than a cash dividend) or other distribution, any right to subscribe for, purchase or otherwise acquire any shares of any class or any other securities or property, or to receive any other right, the Corporation shall mail to each holder of Super Voting Shares, at least 20 days prior to the date specified therein, a notice specifying the date on which any such record is to be taken for the purpose of such dividend, distribution or right, and the amount and character of such dividend, distribution or right.

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Schedule 3

Terms of Super Voting Shares

(1) An unlimited number of **Multiple Voting Shares**, without nominal or par value, having attached thereto the special rights and restrictions as set forth below:

(a) **Voting Rights.** Holders of Multiple Voting Shares shall be entitled to notice of and to attend at any meeting of the shareholders of the Corporation, except a meeting of which only holders of another particular class or series of shares of the Corporation shall have the right to vote. At each such meeting, holders of Multiple Voting Shares will be entitled to one vote in respect of each Subordinate Voting Share into which such Multiple Voting Share could ultimately then be converted, which for greater certainty, shall initially equal 100 votes per Multiple Voting Share.

(b) **Alteration to Rights of Multiple Voting Shares.** As long as any Multiple Voting Shares remain outstanding, the Corporation will not, without the consent of the holders of the Multiple Voting Shares and Super Voting Shares by separate special resolution, prejudice or interfere with any right or special right attached to the Multiple Voting Shares. Consent of the holders of a majority of the outstanding Multiple Voting Shares and Super Voting Shares shall be required for any action that authorizes or creates shares of any class having preferences superior to or on a parity with the Multiple Voting Shares. In connection with the exercise of the voting rights contained in this paragraph (b) each holder of Multiple Voting Shares will have one vote in respect of each Multiple Voting Share held.

(c) **Dividends.** The holder of Multiple Voting Shares shall have the right to receive dividends, out of any cash or other assets legally available therefor, *pari passu* (on an as converted basis, assuming conversion of all Multiple Voting Shares into Subordinate Voting Shares at the Conversion Ratio) as to dividends and any declaration or payment of any dividend on the Subordinate Voting Shares. No dividend will be declared or paid on the Multiple Voting Shares unless the Corporation simultaneously declares or pays, as applicable, equivalent dividends (on an as-converted to Subordinate Voting Share basis) on the Subordinate Voting Shares and Super Voting Shares.

(d) **Liquidation, Dissolution or Winding-Up.** In the event of the liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, or in the event of any other distribution of assets of the Corporation among its shareholders for the purpose of winding up its affairs, the holders of Multiple Voting Shares will, subject to the prior rights of the holders of any shares of the Corporation ranking in priority to the Multiple Voting Shares, be entitled to participate rateably along with all other holders of Multiple Voting Shares (on an as-converted to Subordinate Voting Share basis), Subordinate Voting Shares and Super Voting Shares (on an as-converted to Subordinate Voting Share basis).

(f) **Rights to Subscribe; Pre-Emptive Rights.** The holders of Multiple Voting Shares are not entitled to a right of first refusal to subscribe for, purchase or receive any part of any issue of

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Subordinate Voting Shares, or bonds, debentures or other securities of the Corporation now or in the future.

(g) Conversion.

Subject to the Conversion Restrictions set forth in this section (g), holders of Multiple Voting Shares shall have conversion rights as follows (the "Conversion Rights"):

(i) **Right to Convert.** Each Multiple Voting Share shall be convertible, at the option of the holder thereof, at any time after the date of issuance of such share at the office of the Corporation or any transfer agent for such shares, into fully paid and non-assessable Subordinate Voting Shares as is determined by multiplying the number of Multiple Voting Shares by the Conversion Ratio applicable to such share, determined as hereafter provided, in effect on the date the Multiple Voting Share is surrendered for conversion. The initial "Conversion Ratio" for shares of Multiple Voting Shares shall be .100 Subordinate Voting Shares for each Multiple Voting Share; provided, however, that the Conversion Ratio shall be subject to adjustment as set forth in subsections (vii) and (viii).

(ii) **Conversion Limitations.** Before any holder of Multiple Voting Shares shall be entitled to convert the same into Subordinate Voting Shares, the Board of Directors (or a committee thereof) shall designate an officer of the Corporation to determine if any Conversion Limitation set forth in Section (g)(iii) shall apply to the conversion of Multiple Voting Shares.

(iii) **Foreign Private Issuer Protection Limitation:** The Corporation will use commercially reasonable efforts to maintain its status as a "foreign private issuer" (as determined in accordance with Rule 3b-4 under the Securities Exchange Act of 1934, as amended (the "Exchange Act"). Accordingly, the Corporation shall not effect any conversion of Multiple Voting Shares, and the holders of Multiple Voting Shares shall not have the right to convert any portion of the Multiple Voting Shares, pursuant to Section (g) or otherwise, to the extent that after giving effect to all permitted issuances after such conversions of Multiple Voting Shares, the aggregate number of Subordinate Voting Shares, Super Voting Shares and Multiple Voting Shares held of record, directly or indirectly, by residents of the United States (as determined in accordance with Rules 3b-4 and 12g3-2(a) under the Exchange Act ("U.S. Residents")) would exceed forty percent (40%) (the "40% Threshold") of the aggregate number of Subordinate Voting Shares, Super Voting Shares and Multiple Voting Shares issued and outstanding after giving effect to such conversions (the "FPI Protective Restriction"). The Board may by resolution increase the 40% Threshold to an amount not to exceed 50% and in the event of any such increase all references to the 40% Threshold herein, shall refer instead to the amended threshold set by such resolution.

Conversion Limitations. In order to effect the FPI Protection Restriction, each holder of Multiple Voting Shares will be subject to the 40% Threshold based on the number of Multiple Voting Shares held by such holder as of the date of the initial issuance of the Multiple Voting Shares and thereafter at the end of each of the Corporation's subsequent fiscal quarters (each, a "Determination Date"), calculated as follows:

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$$X = [(A \times 0.4) - B] \times (C/D)$$

Where on the Determination Date:

X = Maximum Number of Subordinate Voting Shares Available For Issue upon Conversion of Multiple Voting Shares by a holder.

A = The Number of Subordinate Voting Shares, Multiple Voting Shares and Super Voting Shares issued and outstanding on the Determination Date.

B = Aggregate number of Subordinate Voting Shares, Multiple Voting Shares and Super Voting Shares held of record, directly or indirectly, by U.S. Residents on the Determination Date.

C = Aggregate number of Multiple Voting Shares held by holder on the Determination Date.

D = Aggregate number of all Multiple Voting Shares on the Determination Date.

For purposes of this subsection (g)(iii), the Board of Directors (or a committee thereof) shall designate an officer of the Corporation to determine as of each Determination Date: (A) the 40% Threshold and (B) the FPI Protective Restriction. Within thirty (30) days of the end of each Determination Date (a "Notice of Conversion Limitation"), the Corporation will provide each holder of record a notice of the FPI Protection Restriction and the impact the FPI Protective Provision has on the ability of each holder to exercise the right to convert Multiple Voting Shares held by the holder. To the extent that requests for conversion of Multiple Voting Shares subject to the FPI Protection Restriction would result in the 40% Threshold being exceeded, the number of such Multiple Voting Shares eligible for conversion held by a particular holder shall be prorated relative to the number of Multiple Voting Shares submitted for conversion. To the extent that the FPI Protective Restriction contained in this Section (g) applies, the determination of whether Multiple Voting Shares are convertible shall be in the sole discretion of the Corporation.

(iv) **Mandatory Conversion.** Notwithstanding subsection (g)(iv), the Corporation may require each holder of Multiple Voting Shares (including any holder of Multiple Voting Shares issued upon conversion of the Super Voting Shares) to convert all, and not less than all, the Multiple Voting Shares at the applicable Conversion Ratio (a "Mandatory Conversion") if at any time all the following conditions are satisfied (or otherwise waived by special resolution of holders of Multiple Voting Shares):

(A) the Subordinate Voting Shares issuable upon conversion of all the Multiple Voting Shares are registered for resale and may be sold by the holder thereof pursuant to an effective registration statement and/or prospectus covering the Subordinate Voting Shares under the United States Securities Act of 1933, as amended (the "U.S. Securities Act");

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(B) the Corporation is subject to the reporting requirements of Section 13 or 15(d) of the U.S. Exchange Act; and

(C) the Subordinate Voting Shares are listed or quoted (and are not suspended from trading) on a recognized North American stock exchange or by way of reverse takeover transaction on the Toronto Stock Exchange, the TSX Venture Exchange, the Canadian Securities Exchange or Acquis NEO Exchange (or any other stock exchange recognized as such by the Ontario Securities Commission).

The Corporation will issue or cause its transfer agent to issue each holder of Multiple Voting Shares of record a Mandatory Conversion notice at least 20 days prior to the record date of the Mandatory Conversion, which shall specify therein, (i) the number of Subordinate Voting Shares into which the Multiple Voting Shares are convertible and (ii) the address of record for such holder. On the record date of a Mandatory Conversion, the Corporation will issue or cause its transfer agent to issue each holder of record on the Mandatory Conversion Date certificates representing the number of Subordinate Voting Shares into which the Multiple Voting Shares are so converted and each certificate representing the Multiple Voting Shares shall be null and void.

(v) **Disputes.** In the event of a dispute as to the number of Subordinate Voting Shares issuable to a Holder in connection with a conversion of Multiple Voting Shares, the Corporation shall issue to the Holder the number of Subordinate Voting Shares not in dispute and resolve such dispute in accordance with Section(g)(xii).

(vii) **Mechanics of Conversion.** Before any holder of Multiple Voting Shares shall be entitled to convert Multiple Voting Shares into Subordinate Voting Shares, the holder thereof shall surrender the certificate or certificates therefor, duly endorsed, at the office of the Corporation or of any transfer agent for Subordinate Voting Shares, and shall give written notice to the Corporation at its principal corporate office, of the election to convert the same and shall state therein the name or names in which the certificate or certificates for Subordinate Voting Shares are to be issued (each, a "Conversion Notice"). The Corporation shall (or shall cause its transfer agent to), as soon as practicable thereafter, issue and deliver at such office to such holder, or to the nominee or nominees of such holder, a certificate or certificates for the number of Subordinate Voting Shares to which such holder shall be entitled as aforesaid. Such conversion shall be deemed to have been made immediately prior to the close of business on the date of such surrender of the Multiple Voting Shares to be converted, and the person or persons entitled to receive the Subordinate Voting Shares issuable upon such conversion shall be treated for all purposes as the record holder or holders of such Subordinate Voting Shares as of such date.

(viii) **Adjustments for Distributions.** In the event the Corporation shall declare a distribution to holders of Subordinate Voting Shares payable in securities of other persons, evidences of indebtedness issued by the Corporation or other persons, assets (excluding cash dividends) or options or rights not otherwise causing adjustment to the Conversion Ratio (a "Distribution"), then, in each such case for the purpose of this

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subsection (g)(vii), the holders of Multiple Voting Shares shall be entitled to a proportionate share of any such Distribution as though they were the holders of the number of Subordinate Voting Shares into which their Multiple Voting Shares are convertible as of the record date fixed for the determination of the holders of Subordinate Voting Shares entitled to receive such Distribution.

(ix) Recapitalizations; Stock Splits. If at any time or from time-to-time, the Corporation shall (i) effect a recapitalization of the Subordinate Voting Shares; (ii) issue Subordinate Voting Shares as a dividend or other distribution on outstanding Subordinate Voting Shares; (iii) subdivide the outstanding Subordinate Voting Shares into a greater number of Subordinate Voting Shares; (iv) consolidate the outstanding Subordinate Voting Shares into a smaller number of Subordinate Voting Shares; or (v) effect any similar transaction or action (each, a "**Recapitalization**"), provision shall be made so that the holders of Multiple Voting Shares shall thereafter be entitled to receive, upon conversion of Multiple Voting Shares, the number of Subordinate Voting Shares or other securities or property of the Corporation or otherwise, to which a holder of Subordinate Voting Shares deliverable upon conversion would have been entitled on such Recapitalization. In any such case, appropriate adjustment shall be made in the application of the provisions of this Section (g) with respect to the rights of the holders of Multiple Voting Shares after the Recapitalization to the end that the provisions of this Section (g) (including adjustment of the Conversion Ratio then in effect and the number of Multiple Voting Shares issuable upon conversion of Multiple Voting Shares) shall be applicable after that event as nearly equivalent as may be practicable.

(x) No Fractional Shares and Certificate as to Adjustments. No fractional Subordinate Voting Shares shall be issued upon the conversion of any Multiple Voting Shares and the number of Subordinate Voting Shares to be issued shall be rounded up to the nearest whole Subordinate Voting Share. Whether or not fractional Subordinate Voting Shares are issuable upon such conversion shall be determined on the basis of the total number of shares of Multiple Voting Shares the holder is at the time converting into Subordinate Voting Shares and the number of Subordinate Voting Shares issuable upon such aggregate conversion.

(xi) Adjustment Notice. Upon the occurrence of each adjustment or readjustment of the Conversion Ratio pursuant to this Section (g), the Corporation, at its expense, shall promptly compute such adjustment or readjustment in accordance with the terms hereof and prepare and furnish to each holder of Multiple Voting Shares a certificate setting forth such adjustment or readjustment and showing in detail the facts upon which such adjustment or readjustment is based. The Corporation shall, upon the written request at any time of any holder of Multiple Voting Shares, furnish or cause to be furnished to such holder a like certificate setting forth (A) such adjustment and readjustment, (B) the Conversion Ratio for Multiple Voting Shares at the time in effect, and (C) the number of Subordinate Voting Shares and the amount, if any, of other property which at the time would be received upon the conversion of a Multiple Voting Share.

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(xii) **Effect of Conversion.** All Multiple Voting Shares which shall have been surrendered for conversion as herein provided shall no longer be deemed to be outstanding and all rights with respect to such shares shall immediately cease and terminate at the time of conversion (the "**Conversion Time**"), except only the right of the holders thereof to receive Subordinate Voting Shares in exchange therefor and to receive payment in lieu of any fraction of a share otherwise issuable upon such conversion.

(xiii) **Disputes.** Any holder of Multiple Voting Shares that beneficially owns more than 5% of the issued and outstanding Multiple Voting Shares may submit a written dispute as to the determination of the conversion ratio or the arithmetic calculation of the conversion ratio of Multiple Voting Shares to Subordinate Voting Shares, the Conversion Ratio, 40% Threshold or the FPI Protective Restriction by the Corporation to the Board of Directors with the basis for the disputed determinations or arithmetic calculations. The Corporation shall respond to the holder within five (5) Business Days of receipt, or deemed receipt, of the dispute notice with a written calculation of the conversion ratio, the Conversion Ratio, 40% Threshold or the FPI Protective Restriction, as applicable. If the holder and the Corporation are unable to agree upon such determination or calculation of the Conversion Ratio, FPI Protective Restriction or the Beneficial Ownership Limitation, as applicable, within five (5) Business Days of such response, then the Corporation and the holder shall, within one (1) Business Day thereafter submit the disputed arithmetic calculation of the conversion ratio, Conversion Ratio, FPI Protective Restriction or the Beneficial Ownership Limitation to the Corporation's independent, outside accountant. The Corporation, at the Corporation's expense, shall cause the accountant to perform the determinations or calculations and notify the Corporation and the holder of the results no later than five (5) Business Days from the time it receives the disputed determinations or calculations. Such accountant's determination or calculation, as the case may be, shall be binding upon all parties absent demonstrable error.

(h) **Notices of Record Date.** Except as otherwise provided under applicable law, in the event of any taking by the Corporation of a record of the holders of any class of securities for the purpose of determining the holders thereof who are entitled to receive any dividend (other than a cash dividend) or other distribution, any right to subscribe for, purchase or otherwise acquire any shares of any class or any other securities or property, or to receive any other right, the Corporation shall mail to each holder of Multiple Voting Shares, at least 20 days prior to the date specified therein, a notice specifying the date on which any such record is to be taken for the purpose of such dividend, distribution or right, and the amount and character of such dividend, distribution or right.

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EXHIBIT A
(See attached document)

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**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
TRULIEVE, INC.**

Pursuant to Section 607.1003 and 607.1007 of the Florida Business Corporation Act ("FBCA"), the Articles of Incorporation of Trulieve, Inc., a corporation organized and existing under the laws of the State of Florida, Document No. P18000060420, which were filed with the Florida Department of State on July 11, 2018 (under the original name of the Corporation) with an effective date of January 25, 1990, and which were amended on July 18, 2018, and August 27, 2018, respectively, are hereby amended and restated in their entirety as follows:

**ARTICLE I
NAME**

The name of the corporation shall be TRULIEVE, INC. (the "Corporation").

**ARTICLE II
INITIAL PRINCIPAL OFFICE**

The street and mailing address of the initial principal office of the Corporation is 6749 Ben Bostic Road, Quincy, Florida 32351.

**ARTICLE III
SHARES**

The total number of shares that the Corporation is authorized to issue and have outstanding at any time is Twenty-Five Million (25,000,000) all of which shall be common stock with a par value of \$0.001 per share.

**ARTICLE IV
REGISTERED OFFICE AND AGENT**

The street address of the registered office of the Corporation is 1200 South Pine Island Road, Plantation, Florida 33324. The name of the registered agent of the Corporation at that office is CT Corporation System.

The written acceptance of the registered agent, as required in Section 607.0501(3) of the FBCA, is attached hereto

**ARTICLE V
INDEMNIFICATION OF DIRECTORS AND OFFICERS**

The Corporation shall indemnify, advance expenses, and hold harmless, to the fullest extent permitted by the FBCA and other applicable law as it presently exists or may hereafter be

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amended, any person (a "Covered Person") who was or is made or is threatened to be made a party or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative, or investigative, and whether formal or informal (a "Proceeding"), by reason of the fact that he or she, or a person for whom he or she is the legal representative, is or was a director or officer of the Corporation or, while a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee, or agent of another corporation or of a partnership, joint venture, trust, enterprise, or nonprofit entity, including service with respect to employee benefit plans, against all liability, damages, and loss suffered and expenses (including attorneys' fees) actually and reasonably incurred by such Covered Person. Any amendment, repeal, or modification of this Article X shall not adversely affect any right or protection hereunder of any person in respect of any act or omission occurring prior to the time of such repeal or modification.

**ARTICLE VI
EFFECTIVE DATE AND TIME**

The effective date and time of these Articles of Incorporation shall be the date and time that these Articles of Incorporation are filed with Florida Department of State, Division of Corporations.

* * * * *

This amendment and restatement of the Articles of Incorporation of the Corporation has been duly authorized and directed by the written consent of the sole of director and the written consent of the sole shareholder of the Corporation, in each case, dated September 10, 2018, which board and shareholder consent was sufficient for the approval of this amendment and restatement under Florida law. This amendment and restatement of the Articles of Incorporation supersedes the original Articles of Incorporation of the Corporation and all amendments thereto effected prior to the date hereof.

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IN WITNESS WHEREOF, the Corporation has caused these Amended and Restated Articles of Incorporation to be executed this 21 day of September 2018.

TRULIEVE, INC., a Florida corporation

By: 
Name: Kim Rivers
Title: CEO


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ACCEPTANCE OF DESIGNATION AS REGISTERED AGENT
OF TRULIEVE, INC.

The undersigned hereby accepts the appointment as the Registered Agent of Trulieve, Inc. and agrees to comply with the provisions of the laws of the State of Florida, including Section 48.091, Florida Statutes, providing for the keeping open of the registered office for service of process. The undersigned is familiar with and accepts the obligations provided for in Chapter 617, Florida Statutes.

Dated: 9/21, 2018

By: 
Donna Peterson-Riggs
Assistant Secretary
C T Corporation System