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*ASX ANNOUNCEMENT*

14 January 2026

Little Green Pharma Ltd (ASX: LGP)

# TRANSFORMATIONAL MERGER OF LITTLE GREEN PHARMA AND CANNATREK



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**HIGHLIGHTS:**

- Little Green Pharma Ltd (ASX:LGP) ("**LGP**" or the "**Company**") and Cannatrek Ltd (**Cannatrek**) have today entered into a Scheme Implementation Deed (**SID**) under which LGP has agreed to acquire 100% of Cannatrek's issued capital by way of a scheme of arrangement (**Scheme**)
- Cannatrek is a leading Australian manufacturer and distributor of medicinal cannabis products, with vertically integrated operations spanning GMP-certified manufacturing, medical clinics and distribution operations
- The Scheme consideration will comprise LGP ordinary shares and new LGP contingent value shares, with existing LGP shareholders holding ~39.5% and Cannatrek shareholders holding ~60.5% of the fully diluted issued capital in LGP at Completion, and with Cannatrek Shareholders additionally holding contingent value shares (**CV Shares**) that based on the outcome of future events may convert into ordinary LGP shares and increase Cannatrek shareholder holdings by up to an additional eight percent
- The Cannatrek Board representing ~22% of the Cannatrek shares on issue unanimously recommends the Scheme, and the Cannatrek Directors intend to vote all Cannatrek shares in which they have a relevant interest in favour of the Scheme, in the absence of a superior proposal and subject to the Independent Expert concluding (and continuing to conclude) that the Scheme is in the best interests of Cannatrek shareholders
- The LGP Board representing 13.1% of the LGP shares on issue unanimously recommend the proposed merger, and intend to vote all LGP shares in which they have a relevant interest in favour of the issue of merger consideration shares in the absence of a superior proposal
- The proposed merger will create a leading fully vertically integrated medicinal cannabis group (**Combined Group**) with operations spanning cultivation, GMP-certified manufacturing and packaging, distribution and clinic and digital health channels in Australia and Europe
- The transaction is consistent with LGP's prior market disclosures regarding its strategy of industry consolidation and market rationalisation and reflects the increasing importance of size in the Australian and European medicinal cannabis markets, where operational scale, brand recognition and distribution capability are key drivers for market share growth and long-term competitiveness

- If the Scheme is implemented, based on a simple amalgamation of the 2025 financial year results the pro forma Combined Group would have had $112 million in revenue, an Adjusted EBITDA of $13 million and cash of $15 million.
- Synergy opportunities are expected to come from such areas as leveraging Cannatrek's latent Australian GMP-certified manufacturing for the Australian market and LGP Denmark's latent GMP-certified manufacturing capacity for European markets; combining clinic operations; and optimising cost and expense management
- The strength of Cannatrek's balance sheet will accelerate the scaling and growth of LGP's European operations. This is expected to be a principal growth engine for the Combined Group in the short term, particularly as Europe is projected to rapidly grow to become one of the largest medicinal cannabis markets worldwide
- The Combined Group will also provide a platform for further international expansion, via both acquisition and investment and organic growth initiatives.

## OVERVIEW

Little Green Pharma Ltd (ASX: LGP) (**LGP**) and Cannatrek Ltd (**Cannatrek**) are pleased to announce that they have entered into a binding Scheme Implementation Deed under which Cannatrek agrees to propose a scheme of arrangement between Cannatrek and its shareholders under Part 5.1 of the *Corporations Act 2001* (Cth).

Under the terms of the Scheme, LGP will acquire 100% of the shares in Cannatrek and each Cannatrek shareholder will receive:

(a) 1.835806 new LGP shares for every Cannatrek share held on the record date for the Scheme[2] (**Consideration Shares**); and

(b) 0.727502 new CV Shares for every Cannatrek share held on the record date for the Scheme,

(together, the **Scheme Consideration**).

Based on the agreed exchange ratios, Cannatrek shareholders will initially hold approximately 60.5% of the Combined Group, and existing LGP shareholders will hold approximately 39.5% at Completion and prior to the issue of any additional LGP ordinary shares following the conversion of the CV Shares.

The combination of LGP and Cannatrek is a transformational and compelling transaction for both companies. LGP and Cannatrek recognise the combination represents a unique opportunity to expand their scale, product offering, and operational capacity within both the Australian and global medicinal cannabis industries.

Certain shareholders of Cannatrek with registered addresses outside Australia and New Zealand, and others who would acquire less than a marketable parcel of LGP Shares under the Scheme, may have their LGP Share Consideration issued to a nominee for sale and will instead receive the net proceeds of sale.

2. Certain shareholders of Cannatrek with registered addresses outside Australia and New Zealand, and others who would acquire less than a marketable parcel of LGP Shares under the Scheme, may have their LGP Share Consideration issued to a nominee for sale and will instead receive the net proceeds of sale.



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**LGP's Managing Director, Paul Long, said:**

*"Cannatrek is one of largest and most successful medicinal cannabis companies in Australia, boasting a highly attractive product portfolio, diversified, vertically integrated business, robust balance sheet, and strong cash and EBITDA generation; and presents a wide range of potential synergies and growth opportunities for the Combined Group. As the current Australian and global cannabis markets drive towards consolidation and greater maturity, this transaction will ensure the Combined Group emerges as one of the largest and most vertically integrated medicinal cannabis business globally and a leading player in the Australian and European markets."*

**Cannatrek's Chair, Brent Dennison, said:**

*"Little Green Pharma has been a pioneer in the Australian market and showed great foresight in investing into the European market. We expect that by joining forces, we can enhance the profitability profile of the Combined Group in Australia with an ongoing emphasis on strong cash generation. This will assist the business to unlock the substantial growth potential that we see in LGP's European operation. I anticipate that with the platform this merged entity creates, we will be active in the ongoing consolidation of the global medicinal cannabis market."*

## INFORMATION ABOUT CANNATREK



Cannatrek is one of the most well-known and commercially successful medicinal cannabis companies in Australia.

Cannatrek is a licensed manufacturer and distributor of medicinal cannabis products, with operations spanning GMP-certified manufacturing, a medicinal cannabis clinic, and distribution businesses. Cannatrek operates within the medicinal cannabis supply chain sourcing bulk or finished medicinal cannabis from licensed domestic and international producers, manufacturing GMP products under its own brands at one of Australia's largest medicinal cannabis GMP manufacturing and storage facilities in Australia and distributing them to pharmacies and authorised channels across Australia. Cannatrek owns an enviable product portfolio that includes what is widely recognised as Australia's highest-selling medicinal cannabis flower by a significant margin.



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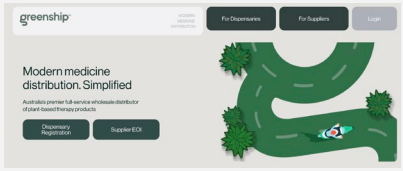
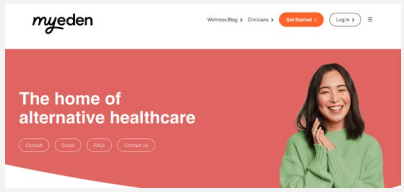
The company also supports patient and prescriber engagement through two proprietary digital platforms:

- *Greenship®,* a B2B platform connecting pharmacies to a curated range of medicinal cannabis products; and
- *MyEden®,* a patient-facing digital tool offering telehealth booking, prescription management, and pharmacy delivery options.




Cannatrek is headquartered in Melbourne and employs approximately 80 staff across its operations.

## TRANSACTION HIGHLIGHTS

Assuming implementation of the Scheme, the transaction is expected to represent the following:

### Strategic consolidation

- Combination of two of the largest medicinal cannabis companies in the Australian market to create an international, vertically integrated medicinal cannabis business, which is anticipated to be cash generative and have significant growth potential to generate shareholder value
- The Combined Group is expected to be one of the largest pure-play medicinal cannabis companies globally, with LGP's position as the leading Australian medicinal cannabis company in Europe further enhancing its global footprint
- Natural operational synergies, with LGP's Denmark-based facility being the largest medicinal cannabis production facility in Europe and currently operating with excess capacity available to support Cannatrek products bound for Australia and Europe





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- Maintaining strong cash generation in the Australian market by leveraging the synergy opportunities created by merging two of Australia's largest medicinal cannabis operators. Identified synergy opportunities include:
  - broader utilisation of Cannatrek's GMP-certified manufacturing capability;
  - supporting supply for Cannatrek's product range from LGP's cultivation facilities, both in Australia and Denmark;
  - combining clinic and distribution assets;
  - optimising cost and expense management to improve margin performance; and
  - complementary product suites and a combined portfolio of 8 brands, thereby enhancing the Combined Group's ability to serve a wider range of patient needs and price points.
- Acceleration of the expansion and growth of LGP's Danish cultivation facility to serve the ongoing growth in the European market. The strength of Cannatrek's balance sheet will facilitate the necessary investment in both LGP Denmark facility fit out and development, and the necessary working capital to underwrite further growth. The Combined Group will aim to improve the scale, yield, product quality, and ultimately the return on capital of one of the largest and most technologically advanced EU-GMP facilities in Europe
- The Combined Group will become a platform for further international expansion. Via both organic initiatives (such as EU-GMP warehousing and distribution for current supply partners), and investment and/or acquisition of synergistic opportunities that are emerging as the global industry consolidates, the Combined Group has the appetite, capability and resources to implement a broader international expansion strategy. The Combined Group shall be cash generative and will have unutilised debt capacity to assist in the funding of future initiatives. Further work will be undertaken to refine these opportunities and to develop a post-merger integration plan designed to capture potential synergies, take full advantage of growth opportunities, and position the merged group to maximise value for shareholders
- Both LGP and Cannatrek have a demonstrated track record of executing and integrating strategic acquisitions. Cannatrek's successful acquisition and integration of Heyday, one of Australia's most trusted medicinal cannabis brands, has strengthened its brand portfolio and market presence, while LGP has successfully demonstrated its ability to integrate new business units into its operations with its acquisition of HHI. This proven integration capability underpins the Combined Group's strategy, with further domestic and global consolidation expected to remain a core component of the Combined Group's long-term growth strategy.



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### Financial strength

Based on a simple proforma amalgamation of LGP and Cannatrek's 2025 audited annual financial statements, the Combined Group will have a pro-forma position as follows[3]:

- consolidated revenue of ~$112.3 million;
- an Adjusted EBITDA of ~$13.0 million;
- consolidated operating cash flow of ~$6.6 million;
- consolidated cash of ~$14.9 million; and
- net assets in excess of ~$136.7 million.

## TRANSACTION SUMMARY

The proposed acquisition will be implemented by way of a scheme of arrangement between Cannatrek and its shareholders.

If the Scheme is implemented, each holder of a Cannatrek share (other than ineligible foreign shareholders and cash out shareholders) will receive (in summary) scrip consideration comprising the:

- Consideration Shares; and
- CV Shares.

The CV Shares provide a mechanism to adjust the final ownership outcome once current and future uncertain, unquantifiable or unknown liabilities affecting either Party that have arisen within 6 months after Completion are finally determined. Two years after implementation (the **Conversion Date**), the items will be assessed to finalise the number of shares issued to Cannatrek's shareholders.



3. The financial information is based upon LGP's and Cannatrek's 2025 audited financial statements.

Revenue reflects a 12-month period to 31 March 2025 for LGP and a 12-month period to 30 June 2025 for Cannatrek. LGP reports gross revenue, while Cannatrek reports net revenue (being revenue net of distribution costs).

EBITDA for LGP represents Adjusted EBITDA as defined in its audited financial statements for year ended 31 March 2025. Cannatrek's EBITDA excludes net interest, foreign exchange movements, losses on sale of assets, restructuring and historical costs associated with the significant business restructure undertaken in early FY25, and losses from discontinued Operations relating to the closure of Cannatrek's cultivation site. EBITDA is presented on an aggregate basis and has not been adjusted to achieve full like-for-like comparability.

The financial information is historical in nature and provided for illustrative purposes only. It should not be relied upon as indicative of LGP's future financial performance following completion of the Proposed Merger. No alignment of the respective financial year ends has been undertaken in preparing the aggregate Combined Group information; alignment of reporting periods will occur following implementation of the Proposed Merger.



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The ratio at which each new CV Share converts into LGP Shares is dependent on the calculation of the sum of the Cannatrek Liability less the LGP Liability (**Contingent Amount**).[4]

The mechanism is as follows:

- if the net Contingent Amount falls within the agreed neutral band of between -A$2 million and +A$2 million, the CV Shares convert to provide Cannatrek shareholders with a 64.3% ownership on a fully diluted basis (assuming no other shares have been issued during that two-year period as a result of a subsequent transaction or capital raising).
- if the net Contingent Amount is above +$2 million on Cannatrek's account, the CV Shares convert on a sliding-scale formula that reduces Cannatrek shareholders' final ownership outcome. If the maximum amount reaches >A$8 million, then Cannatrek's shareholders maintain their holding as at the date of the SID implementation (i.e., ~60.5% of current LGP fully diluted shares outstanding).
- conversely, if the net Contingent Amount is above +$2 million on LGP's account, the CV Shares convert on a sliding-scale formula that increases Cannatrek shareholders' final ownership outcome. If amount reaches >A$8 million, then Cannatrek's shareholders CV Shares would convert to provide Cannatrek shareholders with a maximum 68.2% fully diluted ownership (again that % assumes no other shares have been issued during that two-year period as a result of a subsequent transaction or capital raising).

The transaction mechanics result in a final fully diluted ownership range of approximately 60.5% to 68.2% for Cannatrek shareholders and 31.8% to 39.5% for existing LGP shareholders.

The CV Shares issued are non-transferable, carry no voting or dividend rights, and will not be quoted on ASX. If eligible, they convert automatically into LGP ordinary shares on the Conversion Date (and only at that point will they be quoted on the ASX and attract ordinary voting and dividend rights).

Key conditions to the implementation of the Scheme include, among other things:

- Approval of the Scheme by a majority in number of Cannatrek shareholders who vote at the Scheme meeting and by 75% of all votes cast at the Scheme meeting;
- The Independent Expert concluding (and continuing to conclude) that the Scheme is in the best interests of Cannatrek shareholders;
- Approval of the issue of the new LGP securities under the Scheme by a majority of LGP shareholders;
- Cannatrek maintaining a net cash position of $13 million at Completion;

4. The Cannatrek Liability and the LGP Liability (as applicable) relates to any:
- tax relating to the period prior to the implementation date of the Scheme;
- the amount of any loss suffered, incurred or arising out of, or in connection with any litigation, prosecution, arbitration or other dispute resolution proceedings relating any facts, matters or circumstances during the period prior to the implementation date of the Scheme, provided that the relevant claim or proceedings have been threatened or commenced within 6 months of the implementation date of the Scheme;
- the amount of any bad debt expense relating to any accounts receivable on the balance sheet as at the implementation date of the Scheme; and
- the amount of any loss suffered, incurred or arising out of or in connection with any investigation, or similar process, by any government agency, provided that the relevant investigation has been threatened or commenced within 6 months of the implementation date of the Scheme.

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- Current Cannatrek major shareholders (>1.5%) agree to enter into a voluntary escrow deed;
- Relevant LGP shareholders agree to enter into a voluntary escrow deed;
- No material adverse change, prescribed occurrence, or regulated event (each as defined in the Scheme Implementation Deed which is attached as Annexure 1 to this announcement) occurring in respect of either LGP or Cannatrek;
- Each holder of Cannatrek options has either exercised the vested Cannatrek options or cancelled them in accordance with cancellation deeds;
- Court approval; and
- Other customary conditions.

The Scheme Implementation Deed contains customary warranties and deal protection mechanisms including "no shop", "no talk" and "no due diligence" restrictions, as well as notification and matching rights and break fee provisions. These provisions are subject to customary fiduciary exceptions, to ensure that the Cannatrek board can comply with its fiduciary and statutory duties.

Full details of the terms and conditions of the Scheme are set out in the Scheme Implementation Deed, a copy of which is attached as Annexure 1 to this announcement. In the event the Proposed Merger does not proceed (including as a result of conditions not being satisfied), LGP will continue to operate as a standalone company. Investors should take this into account this in deciding whether or not to buy or sell LGP securities.

## SUPPORT FROM CANNATREK DIRECTORS AND LGP DIRECTORS

The Cannatrek Board has unanimously recommended that Cannatrek shareholders vote in favour of the Scheme, in the absence of a superior proposal and subject to the Independent Expert concluding (and continuing to conclude) that the Scheme is in the best interests of Cannatrek shareholders. Subject to those same qualifications, each Cannatrek director intends to vote all Cannatrek shares in which they have a relevant interest in favour of the Scheme.

The LGP Board unanimously recommends that LGP shareholders vote in favour of the Scheme for the purposes of Listing Rule 7.1 for the issuance of the Scheme Consideration, in the absence of a superior proposal.





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## VOLUNTARY ESCROW

A condition precedent to the transaction is that current Cannatrek major shareholders (>1.5%) agree to enter into a voluntary escrow deed, conditional on implementation of the Scheme. Similarly, LGP major shareholder – Tiga Trading Pty Ltd (and entities associated with Thorney Investments including Jasforce Pty Ltd) and entities associated with LGP's Managing Director will agree to enter into voluntary escrow arrangements over their existing LGP shares.

These arrangements are on terms consistent with those applying to Cannatrek's major shareholders and will take effect on implementation of the Scheme. This results in approximately 23% of the Combined Group shares being subject to six-month escrow and an additional approximately 23% of the Combined Group shares being subject to twelve-month escrow.

## LEADERSHIP

Subject to implementation of the Scheme, it is intended the group will be led by a combined executive team drawing on capabilities from both Cannatrek and LGP.

It is proposed that:

- Brent Dennison will assume the role of Chair;
- Paul Long will assume the role of Group CEO;
- Jason Rance, Cannatrek's current CEO, will be CEO of the Australia operations;
- Paula Bulter, Cannatrek's CFO, will be Group Chief Financial Officer; and
- Alistair Warren, currently LGP's Company Secretary and Legal Counsel, will assume those roles for the Combined Group.

The Board composition – of which there will be five members – will be finalised prior to the release of the Scheme booklet in advance of the Scheme meeting, with representation being derived from three of Cannatrek's current board (including Brent Dennison as Chair) and two LGP nominations (including Paul Long as Group CEO). Until implementation, both companies will continue to operate under their existing governance and management structures.



## INDEPENDENT EXPERT

Cannatrek has appointed RSM Corporate Australia as the Independent Expert to assess whether the Scheme is in the best interests of Cannatrek shareholders.

The Independent Expert's Report will be included in the Scheme Booklet to be provided to Cannatrek shareholders ahead of the Scheme Meeting.

## ADVISERS

Hamilton Locke is acting as legal adviser, and Canaccord Genuity is acting as financier adviser, to LGP in relation to the Scheme.

K&L Gates is acting as legal adviser, and Intrinsic Partners is acting as financial adviser, to Cannatrek in relation to the Scheme.



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## ASX NOTIFICATION

LGP will shortly notify ASX of the Proposed Merger pursuant to ASX Listing Rule 11.1.

## INDICATIVE TIMETABLE AND NEXT STEPS

Cannatrek shareholders and LGP shareholders do not need to take any action in relation to the Scheme at this stage.

Shareholders of Cannatrek will be asked to approve the Scheme at a Scheme meeting which is expected to be held on 2 April 2026. A Scheme Booklet containing information in relation to the Scheme including the basis for the Cannatrek Board's unanimous recommendations, an Independent Expert's Report and details of the Scheme are expected to be circulated to all Cannatrek shareholders on 4 March 2026.

LGP intends to seek shareholder approval pursuant to Listing Rule 7.1 as the issue of the Scheme Consideration will exceed LGP's placement capacity under Listing Rule 7.1. As the proposed transaction is a 'reverse takeover' for the purposes of the ASX Listing Rules, exceptions 6 (issuance of securities under a takeover bid or scheme of arrangement) and 7 (issuance of securities to fund the cash consideration payable under a takeover bid or scheme of arrangement) under ASX Listing Rule 7.2 are not available to LGP. The LGP general meeting is expected to be held on 2 April 2026.

LGP shareholders will receive notice of the general meeting and a thorough explanation of the proposed Scheme, the basis of the LGP Directors' recommendation and an Independent Expert's Report in advance of the general meeting. The Scheme is conditional on the receipt of this LGP shareholder approval.

An indicative timetable is set out below*:

| Event | Target Date |
|---|---|
| Announcement of Scheme | 14 January 2026 |
| First Court Hearing for the Scheme | 3 March 2026 |
| Scheme Booklet dispatched to Cannatrek shareholders | 4 March 2026 |
| Scheme Meetings | 2 April 2026 |
| Second Court Hearing to approve Scheme | 21 April 2026 |
| Effective Date | 22 April 2026 |
| Implementation Date | 1 May 2026 |

**All dates are indicative only and subject to change, necessary approvals and Court availability.*

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**This announcement is authorised for release by the Board of LGP.**

For further information please contact:

**Alistair Warren**
**Company Secretary**
Little Green Pharma
E: cosec@lgp.global
T: +61 8 6280 0050

**Paul Long**
**Managing Director**
Little Green Pharma
E: p.long@lgp.global
T: +61 8 6280 0050



### IMPORTANT Notices

This announcement (**Announcement**) has been prepared by LGP and has been authorised for release by the Board of Directors of LGP on the basis it is to be read in conjunction with these important notices and disclaimers.

### Forward-Looking Statements

This Announcement contains forward looking statements concerning LGP, Cannatrek and the Combined Group which are made as at the date of this Announcement (unless otherwise indicated), including statements about intentions, beliefs and expectations, plans, strategies and objectives of the directors and management of LGP and Cannatrek, the anticipated timing, outcome and effects of the Scheme (including expected benefits to security holders of LGP and Cannatrek), indications of and guidance on synergies, future earnings or financial position or performance, anticipated production or construction or development commencement dates, costs or production outputs, capital expenditure and expectations for the ongoing development and growth potential of the Combined Group and the future operation of LGP and Cannatrek.

Forward looking statements are not statements of historical fact or actual events and results may differ materially from those contemplated by the forward-looking statements as a result of a variety of risks, uncertainties and other factors, many of which are outside the control of LGP, Cannatrek and the Combined Group. Such factors may include, among other things, risks relating to funding requirements, commodity prices, exploration, development and operating risks (including unexpected capital or operating cost increases), production risks, competition and market risks, regulatory restrictions (including environmental regulations and associated liability, changes in regulatory restrictions or regulatory policy and potential title disputes) and risks associated with general economic, political and other conditions. Any forward-looking statements, as well as any other opinions and estimates, provided in this announcement are based on assumptions and contingencies which are subject to change without notice and may prove ultimately to be materially incorrect, as are statements about market and industry trends, which are based on interpretations of current market conditions.

There can be no assurance that the Scheme will be implemented or that plans of the directors and management of LGP and Cannatrek for the Combined Group will proceed as currently expected or will ultimately be successful. You are strongly cautioned not to place undue reliance on forward looking statements, including in respect of the financial or operating outlook for LGP, Cannatrek or the Combined Group (including the realisation of any expected synergies).

Except as required by law or the ASX Listing Rules, LGP and Cannatrek assume no obligation to provide any additional or updated information or to update any forward-looking statements, whether as a result of new information, future events or results, or otherwise. Nothing in this announcement will, under any circumstances (including by reason of this announcement remaining available and not being superseded or replaced by any other presentation or publication with respect to LGP, Cannatrek or the Combined Group, or the subject matter of this announcement), create an implication that there has been no change in the affairs of LGP or Cannatrek since the date of this Announcement.

### Disclaimer

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**Not Investment Advice**

Each recipient of the Announcement should make its own enquiries and investigations regarding all information in this Announcement including but not limited to the assumptions, uncertainties and contingencies which may affect future operations of LGP, Cannatrek or the Combined Group and the impact that different future outcomes might have. Information in this Announcement is not intended to be relied upon as advice to investors or potential investors and has been prepared without taking account of any person's individual investment objectives, financial situation or particular needs. Before making an investment decision, prospective investors should consider the appropriateness of the information having regard to their own investment objectives, financial situation and needs and seek legal, accounting and taxation advice appropriate to their jurisdiction. LGP and Cannatrek are not licensed to provide financial product advice in respect of their securities.

**Currency**

Unless otherwise stated, all dollar values in this Announcement are reported in Australian dollars.

**About Little Green Pharma**

Little Green Pharma Ltd (ASX:LGP) is a leading global medicinal cannabis company with vertically integrated operations across Europe and Australia.

LGP has a diverse and growing portfolio of cannabis-based medicines, distributed across Australia and over 12 export markets via a network of wholesalers, pharmacies, clinics, and GPs. The Company generates revenue through both the sale of medicinal cannabis products and its domestic Health House distribution business, which allows it to capture value across the supply chain and to adapt to evolving regulatory environments while building defensible commercial positions in high-growth markets.

Operating three production facilities in Denmark and Australia – including the largest facility in Europe – LGP is the one of the top three suppliers in Australia, the largest supplier into France, and a significant supplier into Germany and the UK, positioning it as a key player in global medicinal cannabis markets.

With diversified revenue streams, a presence in over a dozen export markets, and a high net tangible asset position relative to its enterprise value, LGP offers investors leveraged exposure to global medicinal cannabis demand and a clear platform for scalable growth.

For more information about Little Green Pharma go to: www.littlegreenpharma.com

**Help us be Green**

LGP investors are encouraged to go paperless and receive Company communications, notices and reports by email to help reduce our costs and environmental footprint.

To easily update your communication preferences, visit: www.computershare.com.au/easyupdate/lgp



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# Annexure 1: Scheme Implementation Deed



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K&L GATES

# Project Emerald
# Scheme Implementation Deed

Little Green Pharma Ltd
ACN 615 586 215

and

Cannatrek Ltd
ACN 056 175 369

**K&L Gates**
Melbourne office
Ref: Project Emerald

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# Project Emerald - Scheme Implementation Deed

## Date

## Parties

1. **Little Green Pharma Ltd ACN 615 586 215** of 13A Bedbrook Place, Shenton Park WA 6008 (**LGP**)

2. **Cannatrek Ltd ACN 056 175 369** of Level 4, 21-23 William Street, Balaclava VIC 3183 (**Cannatrek**)

## Background

A. The parties have agreed that LGP will acquire all of the Scheme Shares by means of a scheme of arrangement under Part 5.1 of the Corporations Act between Cannatrek and the Scheme Shareholders.

B. Cannatrek has agreed to propose and implement the Scheme, and LGP has agreed to assist Cannatrek to propose and implement the Scheme, on the terms of this deed.

## Agreed terms

## 1. Definitions and interpretation

### 1.1 Definitions

In this Deed:

**ACCC** means the Australian Competition and Consumer Commission.

**Adviser** means, in relation to an entity, a financial, corporate, legal, tax, or other expert adviser or consultant, who provides advisory or consultancy services in a professional capacity in the ordinary course of its business and has been engaged in that capacity in connection with the Transaction by the entity.

**ASIC** means the Australian Securities and Investments Commission.

**Associate** has the meaning set out in section 12(2) of the Corporations Act and as if subsection 12(1) of the Corporations Act included a reference to this deed and as if the 'designated body' is Cannatrek.

**ASX** means ASX Limited (ABN 98 008 624 691) or, as the context requires, the financial market known as 'ASX' operated by ASX Limited.

**ASX Listing Rules** means the official listing rules of ASX.

**Australian Accounting Standards** means:

(a) the accounting standards required under the Corporations Act and issued by the Australian Accounting Standards Board (**AASB**); and

(b) if no accounting standard applies under the Corporations Act in relation to the accounting practice, the standards acceptance to the AASB at the relevant time.

**Authorisation** means an approval, authorisation, consent, declaration, exemption, notarisation, licence, quota, permit or waiver, however described, and any condition attaching to it; and in the context of anything that could be prohibited or restricted by applicable law if a Government Agency acts in any way within a specified period, the expiry of the period without that action

being taken, including any renewal, consolidation, replacement, extension or amendment of any of them.

**BidCo** means a Subsidiary of LGP nominated in accordance with clause 2.4.

**Business Day** means any day that is a day that banks are open for business in Melbourne, Australia.

**Cannatrek Authorisation** means an Authorisation held by or for the benefit of the Cannatrek Group or a Cannatrek Group Member for the purposes of conducting its business.

**Cannatrek Board** means the board of directors of Cannatrek.

**Cannatrek Break Fee** means $335,000.

**Cannatrek Cash Floor** means $13,000,000.

**Cannatrek Competing Proposal** means, other than the Cannatrek Japan Restructure, any offer, proposal, agreement or transaction (whether existing before, on or after date of this deed) that, if entered into or completed substantially in accordance with its terms, would result in any Third Party acquiring (directly or indirectly):

(a) Voting Power in or otherwise having a right to acquire a legal, beneficial or economic interest in, or control of, more than 20% of the securities in any member of the Cannatrek Group;

(b) Control of any member of the Cannatrek Group;

(c) becoming the holder of, or otherwise having a right to acquire a legal, beneficial or economic interest in, or control of, all or substantially all or a material part of the business or assets of any member of the Cannatrek Group;

(d) Voting Power in more than 20% of Cannatrek Shares; or

(e) require Cannatrek to abandon, or otherwise fail to proceed with, the Transaction,

whether by way of a takeover bid, scheme of arrangement, shareholder approved acquisition, capital reduction, buy back, sale, lease or purchase of shares, other securities or assets, assignment of assets or liabilities, joint venture, dual listed company (or other synthetic merger), deed of company arrangements, any debt for equity arrangement or other transaction or arrangement. For the avoidance of doubt, each successive material modification or variation of any proposal, agreement, arrangement or transaction in relation to a Cannatrek Competing Proposal will constitute a new Cannatrek Competing Proposal.

**Cannatrek Counterproposal** has the meaning given in clause 13.5(a)(ii)(C).

**Cannatrek Data Room Materials** means:

(a) all documentation contained in the electronic data room for Cannatrek, as evidenced by the data room index agreed in writing between the parties on the date of this deed; and

(b) the written responses by or on behalf of the Cannatrek Group or its Representatives (and any documents provided together with those responses) to the questions raised by the LGP Group or its Representatives, including any attachments to such responses, before the date of this deed.

**Cannatrek Director** means a director of Cannatrek from time to time.

**Cannatrek Disclosure Letter** means the letter identified as such provided by Cannatrek to LGP and countersigned by LGP on or prior to the date of this deed and any document identified in that

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letter as having been disclosed to LGP subject to such document having been Fairly Disclosed in the Cannatrek Data Room Materials.

**Cannatrek Due Diligence Material** means:

(a) the Cannatrek Data Room Materials; and

(b) the Cannatrek Disclosure Letter.

**Cannatrek Financing** means the facility agreement between the Cannatrek Group and the Commonwealth Bank of Australia (ACN 123 123 124) dated 20 June 2022 as amended under a facility amendment agreement between the parties dated 24 September 2025.

**Cannatrek Group** means Cannatrek and each of its Subsidiaries. A reference to a **member of the Cannatrek Group** is a reference to Cannatrek or any such Subsidiary.

**Cannatrek Indemnified Parties** means Cannatrek, its Subsidiaries and their respective directors, officers and employees.

**Cannatrek Information** means information regarding the Cannatrek Group, including the LGP Group following implementation of the Scheme including any intentions in relation to the assets, business and employees of LGP if the Scheme is approved and implemented, prepared by Cannatrek for inclusion:

(a) in the Scheme Booklet, but excluding LGP Information, the Independent Expert's Report and any decision of the taxation effect of the Transaction on Scheme Shareholders prepared by a Cannatrek Adviser; or

(b) in the LGP Notice of Meeting.

**Cannatrek Key Person** means Directors of LGP appointed pursuant to clause 5.5(a) and any holder of Cannatrek Shares with a relevant interest greater than 1.5% as at the Effective Date.

**Cannatrek Loan Funded Shares** means the Cannatrek Shares on issue which are subject to a limited recourse loan between the holder and Cannatrek, as set out in Schedule 6.

**Cannatrek Material Adverse Change** means any event, occurrence or matter (whether occurring before, on or after the date of this deed) which is or would (either individually or when aggregated together with any other events, matters or circumstances of a similar type or nature) reasonably be expected to diminish the value of the total consolidated net assets of the Cannatrek Group as compared to the total consolidated net assets of Cannatrek in Cannatrek's consolidated financial statements for the year ended 30 June 2025 by at least $2,500,000, determined after:

(a) taking into account any changes, occurrences or matters which have occurred after the execution of this deed which have a positive effect on the value of total consolidated net assets of Cannatrek; and

(b) excluding the impact of any changes, occurrences or matters to the extent that any loss incurred by the Cannatrek Group in connection with that change, occurrence or matter is recovered under an insurance policy of any member of the Cannatrek Group,

other than any event, matter or circumstance:

(c) arising from the announcement of, or entry into, or performance of obligations under, this deed or consummation of the transactions contemplated hereby;

(d) which LGP has previously approved or requested in writing, including any consequences reasonably foreseeable as a result of such matters; or

(e) Fairly Disclosed in the Cannatrek Due Diligence Material.

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**Cannatrek Options** means the options on issue in Cannatrek as listed in Schedule 6.

**Cannatrek Party** means any member of the Cannatrek Group or any officer, employee or Adviser of any member of the Cannatrek Group.

**Cannatrek Prescribed Occurrence** means any of the occurrences set out in Schedule 4, other than an occurrence:

(a) required or expressly permitted, or result from the exercise by any person of its express rights (or the discharge by any person of its express obligations) under, by this deed, the Scheme or the transactions contemplated by either;

(b) Fairly Disclosed in the Cannatrek Due Diligence Material;

(c) in connection with the treatment of Cannatrek Options in accordance with clause 4.7;

(d) in connection with the treatment of the Cannatrek Loan Funded Shares in accordance with clause 4.8;

(e) resulting, directly or indirectly, from the actions (or omissions to act) of LGP or a LGP Group Member, other than in circumstances where Cannatrek is in material breach of this deed unless such material breach resulted, directly or indirectly, from the actions (or omissions to act) of LGP or a LGP Group Member;

(f) reasonably required by any applicable law or regulation or by an Order; or

(g) with the written consent of LGP (such consent not to be unreasonably withheld or delayed).

**Cannatrek Recommendation** has the meaning given in clause 7.1(a).

**Cannatrek Relevant Persons** means Brent Dennison, Paula Butler and Tommy Huppert.

**Cannatrek Representation and Warranty** means a representation and warranty of Cannatrek set out in Schedule 2.

**Cannatrek Share** means a fully paid ordinary share in the capital of Cannatrek.

**Cannatrek Share Register** means the register of members of Cannatrek maintained in accordance with the Corporations Act.

**Cannatrek Share Registry** means Boardroom Pty Limited or any replacement provider of share registry services to Cannatrek.

**Cannatrek Shareholder** means a person who is registered as the holder of one or more Cannatrek Shares in the Cannatrek Share Register from time to time.

**Cannatrek Securities** means Cannatrek Shares (including Cannatrek Loan Funded Shares) and Cannatrek Options.

**Cannatrek Superior Proposal** means a bona fide actual, proposed or potential Cannatrek Competing Proposal which the Cannatrek Board, acting in good faith and to satisfy what the Cannatrek Board reasonably considers to be its fiduciary or statutory duties, after receiving written advice from its Advisers, determines is reasonably capable of being completed in accordance with its terms, and would be reasonably likely to, if completed in accordance with its terms, be more favourable to Cannatrek Shareholders than the Transaction, taking into account all aspects of the actual, proposed or potential Cannatrek Competing Proposal, including conditions, the identity, reputation and financial condition of the person making the proposal and all relevant legal, regulatory and financial matters (including the value and type of consideration, funding, any timing considerations and any conditions precedent).

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**Cannatrek Voting Intention Statement** has the meaning given in clause 7.1(b).

**Cash Out Shareholder** means a Scheme Shareholder (not being an Ineligible Foreign Shareholder) who, based on their holding of Scheme Shares on the Scheme Record Date, would, on implementation of the Scheme, be entitled to receive less than in aggregate a Marketable Parcel of New LGP Ordinary Shares (assessed by reference to the last traded price of LGP Shares on ASX on the trading day prior to the date of the Scheme Record Date).

**Claim** includes a claim, notice, demand, action, proceeding, litigation, prosecution, arbitration, investigation, judgment, award, damage, loss, cost, expense or liability however arising, whether present, unascertained, immediate, future or contingent, whether based in contract, tort or statute and whether involving a Third Party or a party to this deed or otherwise.

**Communications** has the meaning given in clause 3.3(a)(ii)(C).

**Conditions Precedent** has the meaning given in clause 3.1.

**Confidentiality Deed** means the confidentiality deed between LGP and Cannatrek Medical Pty Ltd ACN 618 974 155 dated 28 July 2025.

**Control** means with respect to any person (other than an individual) the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such person whether through the ownership of voting securities, by agreement or otherwise.

**Converted Shares** has the meaning given in clause 4.5(a)(iv).

**Corporations Act** means the Corporations Act 2001 (Cth), as amended by any applicable ASIC class order, ASIC legislative instrument or ASIC relief.

**Corporations Regulations** means the Corporations Regulations 2001 (Cth).

**Court** means the Supreme Court of Victoria or otherwise a court of competent jurisdiction under the Corporations Act as agreed to in writing between the parties.

**Deed Poll** means a deed poll in favour of all Scheme Shareholders substantially in the form of Annexure 2 (or such other form agreed to in writing between the parties to this deed).

**Effective** when used in relation to the Scheme, means the coming into effect, under section 411(10) of the Corporations Act, of the order of the Court made under section 411(4)(b) of the Corporations Act in relation to the Scheme.

**Effective Date** means the date on which the Scheme becomes Effective.

**Encumbrance** means:

(a) any:

(i) legal or equitable interest or power created, arising in or reserved in or over an interest in any property or asset; or

(ii) security for payment of money, performance of obligations or protection against default (including a mortgage, bill of sale, charge, lien, pledge, trust, power or retention of title arrangement, right of set-off, assignment of income, garnishee order, monetary claim and flawed deposit arrangement);

(b) any thing or preferential interest or arrangement of any kind giving a person priority or preference over claims or other persons with respect to any property or asset;

(c) a PPSA Security Interest; or

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(d) any agreement or arrangement (whether legally binding or not) to grant or create anything referred to in paragraph (a), (b) or (c).

**End Date** means the date that is six months after the date of this deed or such other date as may be agreed in writing between Cannatrek and LGP.

**Escrowed Party** means a Cannatrek Key Person or an LGP Key Shareholder, as applicable.

**Exclusivity Period** means the period from and including the date of this deed to the earlier of:

(a) the termination of this deed in accordance with its terms;

(b) the Effective Date; and

(c) the End Date.

**Fairly Disclosed** means:

(a) in relation to a matter disclosed to LGP or a member of the LGP Group (or any Representative of the LGP Group), to such matter being disclosed in sufficient detail so as to enable a reasonable person experienced in businesses similar to the business conducted by Cannatrek, or transactions similar to the Transaction, to identify the nature, substance and scope of the relevant matter, event or circumstance (including, in each case that the potential financial effect of the relevant matter, event or circumstance was reasonably ascertainable from the information disclosed); or

(b) in relation to a matter disclosed to Cannatrek or a member of the Cannatrek Group (or any Representative of the Cannatrek Group), to such matter being disclosed in sufficient detail so as to enable a reasonable person experienced in businesses similar to the business conducted by LGP, or transactions similar to the Transaction, to identify the nature, substance and scope of the relevant matter, event or circumstance (including, in each case that the potential financial effect of the relevant matter, event or circumstance was reasonably ascertainable from the information disclosed).

**Financial Indebtedness** means any debt or monetary liability (whether actual or contingent) in respect of monies borrowed or raised or any financial accommodation including under or in respect of any (without double counting):

(a) debit balances (after application of any cash pooling and account set off arrangements) at banks or financial institutions;

(b) advance, loan, bill, bond, debenture, note or similar instrument;

(c) drawing, acceptance, endorsement, collecting or discounting arrangement;

(d) guarantee; or

(e) finance or capital raised to the extent required in accordance with Australian Accounting Standards to be treated as borrowing.

**First Court Date** means the first day of hearing of an application made to the Court by Cannatrek for orders, under section 411(1) of the Corporations Act, convening the Scheme Meeting or, if the hearing of such application is adjourned for any reason, means the first day of the adjourned hearing.

**Government Agency** means any Australian or foreign government or governmental, semi-governmental or judicial entity or authority tribunal, agency or entity. It also includes any government minister (and their delegate), any self-regulatory organisation established under statute or any securities exchange and, for the avoidance of doubt, includes TGA, ODC, ASIC, ASX, ACCC and equivalent bodies in jurisdictions outside Australia.

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**GST** means goods and services tax or similar value added tax levied or imposed in Australia under the GST Law or otherwise on a supply.

**GST Act** means the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

**GST Law** has the same meaning as in the GST Act.

**Headcount Test** means the requirement under section 411(4)(a)(ii)(A) of the Corporations Act that the resolution to approve the Scheme at the Scheme Meeting is passed by a majority in number of Cannatrek Shareholders present and voting, either in person or by proxy.

**Implementation Date** means the date that is the first day of the month after the Scheme Record Date or such other date after the Scheme Record Date agreed to in writing between LGP and Cannatrek.

**Independent Expert** means an independent expert to be engaged by Cannatrek to express an opinion on whether the Scheme is in the best interests of Cannatrek Shareholders.

**Independent Expert's Report** means the report from the Independent Expert commissioned by Cannatrek for inclusion in the Scheme Booklet, and any update to such report that the Independent Expert issues prior to the Scheme Meeting.

**Ineligible Foreign Holder** means a Cannatrek Shareholder:

(a) who (as at the Scheme Record Date) is (or is acting on behalf of) a citizen or resident of a jurisdiction other than residents of Australia, Canada, the Netherlands, Singapore, the United Kingdom or the United States of America; or

(b) whose address shown in the Cannatrek Share Register (as at the Scheme Record Date) is a place outside Australia, Canada, the Netherlands, Singapore, the United Kingdom or the United States of America or who is acting on behalf of such a person,

unless LGP and Cannatrek agree it is lawful (by the laws of the relevant place) and not unduly onerous or unduly impracticable to issue that Cannatrek Shareholder with LGP Shares on implementation of the Scheme.

**Insolvency Event** means, in the case of any entity:

(a) it ceases, suspends, or threatens to cease or suspend the conduct of all or a substantial part of its business or disposes of or threatens to dispose of all or a substantial part of its assets;

(b) it stops or suspends, or threatens to stop or suspend, payment of all or a class of its debts;

(c) it is, or under legislation is presumed or taken to be, insolvent (other than as the result of a failure to pay a debt or Claim the subject of a good faith dispute);

(d) it has an administrator, controller or similar officer appointed, or any step preliminary to the appointment of such an officer is taken;

(e) an application or an order is made, proceedings are commenced, or a resolution is passed (and in the case of an application, it is not stayed, withdrawn or dismissed within 30 days) for:

  (i) its winding up, dissolution or administration; or

  (ii) it entering into an arrangement, compromise or composition with, or assignment for, the benefit of its creditors or a class of them;

(f) a:



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(i) receiver, receiver and manager, administrative receiver or similar officer is appointed to;

(ii) security interest becomes enforceable or is enforced over; or

(iii) distress, attachment or other execution is levied or enforced or applied for over,

all or a substantial part of its assets; or

(g) anything analogous to anything referred to in the above paragraphs, or which has substantially similar effect, occurs with respect to it, including under any foreign law.

**Inventory** means all work in progress, finished goods, biological assets and prepayments less provisions for obsolete stock.

**LGP Authorisation** means an Authorisation held by or for the benefit of the LGP Group or a LGP Group Member for the purposes of conducting its business.

**LGP Board** means the board of directors of LGP.

**LGP Break Fee** means $335,000.

**LGP Competing Proposal** means any offer, proposal, agreement or transaction (whether existing before, on or after date of this deed) that, if entered into or completed substantially in accordance with its terms, would result in any Third Party acquiring (directly or indirectly):

(a) Voting Power in or otherwise having a right to acquire a legal, beneficial or economic interest in, or control of, more than 20% of the securities in any member of the LGP Group;

(b) Control of any member of the LGP Group;

(c) becoming the holder of, or otherwise having a right to acquire a legal, beneficial or economic interest in, or control of, all or substantially all or a material part of the business or assets of any member of the LGP Group;

(d) Voting Power in more than 20% of LGP Shares; or

(e) require LGP to abandon, or otherwise fail to proceed with, the Transaction,

whether by way of a takeover bid, scheme of arrangement, shareholder approved acquisition, capital reduction, buy back, sale, lease or purchase of shares, other securities or assets, assignment of assets or liabilities, joint venture, dual listed company (or other synthetic merger), deed of company arrangements, any debt for equity arrangement or other transaction or arrangement. For the avoidance of doubt, each successive material modification or variation of any proposal, agreement, arrangement or transaction in relation to a LGP Competing Proposal will constitute a new LGP Competing Proposal.

**LGP Convertible Securities** means a performance right, option or a share right in the capital of LGP.

**LGP Counterproposal** has the meaning given in clause 12.5(a)(ii)(C).

**LGP Data Room Materials** means:

(a) all documentation contained in the electronic data room for LGP, as evidenced by the data room index agreed in writing between the parties on the date of this deed; and

(b) the written responses by or on behalf of the LGP Group or its Representatives (and any documents provided together with those responses) to the questions raised by the

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Cannatrek Group or its Representatives, including any attachments to such responses, before the date of this deed.

**LGP Director** means a director of LGP from time to time.

**LGP Disclosure Letter** means the letter identified as such provided by LGP to Cannatrek and countersigned by Cannatrek on or prior to the date of this deed and any document identified in that letter as having been disclosed to Cannatrek subject to such document having been Fairly Disclosed in LGP Data Room Materials.

**LGP Due Diligence Materials** means:

(a) the LGP Data Room Materials; and

(b) the LGP Disclosure Letter.

**LGP Financing** means the loan agreement between the LGP Group and the National Australian Bank Limited (ACN 004 044 937) dated 17 February 2022 as amended from time to time.

**LGP Group** means LGP and each of its Subsidiaries. A reference to a **member of the LGP Group** is a reference to LGP or any such Subsidiaries.

**LGP Information** means information regarding the LGP Group provided by LGP to Cannatrek in writing for inclusion in the Scheme Booklet, including information about the LGP Group, its business and interests and dealings in Cannatrek Shares, historical financial information and the potential material risks associated with an investment in LGP and the industries that the LGP Group will operate following the implementation of the Scheme , but excluding the Cannatrek Information or the Independent Expert's Report and any decision of the taxation effect of the Transaction on Scheme Shareholders prepared by a Cannatrek Adviser.

**LGP Key Shareholders** means each of Tiga Trading Pty Ltd (ACN 118 961 210) and Jasforce Pty Ltd (ACN 017 167 713) and Paul Long.

**LGP Material Adverse Change** means any event, occurrence or matter (whether occurring before, on or after the date of this deed) which is or would (either individually or when aggregated together with any other events, matters or circumstances of a similar type or nature) reasonably be expected to diminish the value of the total consolidated net assets of the LGP Group as compared to the total consolidated net assets of LGP in LGP's consolidated financial statements for the year ended 31 March 2025 by at least $2,500,000, determined after:

(a) taking into account any changes, occurrences or matters which have occurred after the execution of this deed which have a positive effect on the value of total consolidated net assets of LGP; and

(b) excluding the impact of any changes, occurrences or matters to the extent that any loss incurred by the LGP Group in connection with that change, occurrence or matter is recovered under an insurance policy of any member of the LGP Group,

other than any event, matter or circumstance:

(c) arising from the announcement of, or entry into, or performance of obligations under, this deed or consummation of the transactions contemplated hereby;

(d) which Cannatrek has previously approved or requested in writing, including any consequences reasonably foreseeable as a result of such matters; or

(e) Fairly Disclosed in the LGP Due Diligence Material.

**LGP Notice of Meeting** means the notice of meeting and explanatory memorandum to be sent to LGP Shareholders in respect of the LGP Shareholder Meeting.

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**LGP Party** means any member of the LGP Group or any officer, employee or Adviser of any of them.

**LGP Prescribed Occurrence** means any of the occurrences set out in Schedule 2, other than an occurrence:

(a) required or expressly permitted, or result from the exercise by any person of its express rights (or the discharge by any person of its express obligations) under, by this deed, the Scheme or the transactions contemplated by either;

(b) Fairly Disclosed in the LGP Due Diligence Material;

(c) reasonably required by any applicable law or regulation or by an Order;

(d) with the written consent of Cannatrek (such consent not to be unreasonably withheld or delayed);

(e) resulting, directly or indirectly, from the actions (or omissions to act) of Cannatrek or a Cannatrek Group Member, other than in circumstances where LGP is in material breach of this deed unless such material breach resulted, directly or indirectly, from the actions (or omissions to act) of Cannatrek or a Cannatrek Group Member; or

(f) resulting in an issue of securities in LGP pursuant to the conversion and/or exercise of any LGP Convertible Securities on issue as at the date of this deed.

**LGP Recommendation** has the meaning given in clause 8.1(a).

**LGP Relevant Persons** means Paul Long, Angus Caithness and Alistair Warren.

**LGP Representation and Warranty** means a representation and warranty of LGP set out in Schedule 1.

**LGP Resolutions** means:

(a) the ordinary resolution of LGP Shareholders for the purpose of ASX Listing Rule 7.1 in respect of the issuance of New LGP Ordinary Shares in connection with the Scheme;

(b) the ordinary resolution of LGP Shareholders for the purpose of ASX Listing Rule 7.1 in respect of the issuance of New LGP CV Shares in connection with the Scheme;

(c) one or more ordinary resolutions of LGP Shareholders for the purposes of ASX Listing Rules 7.2 (Exception 13), 10.11 and/or 10.14 and section 200B and Chapter 2E of the Corporations Act in respect of certain arrangements between LGP and its directors and officers as agreed between LGP and Cannatrek; and

(d) if required by ASX, the ordinary resolution of LGP Shareholders for the purpose of ASX Listing Rule 11.1.2 in respect of the significant change to the nature and scale of LGP's activities.

**LGP Share** means one ordinary share in the share capital of LGP.

**LGP Shareholder** means a person who is registered as the holder of one or more LGP Shares.

**LGP Shareholder Meeting** means the meeting of LGP Shareholders to consider and vote on the LGP Resolutions and includes any meeting convened following any adjournment or postponement of that meeting.

**LGP Securities** means LGP Shares and LGP Convertible Securities.

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**LGP Superior Proposal** means a bona fide actual, proposed or potential LGP Competing Proposal which the LGP Board, acting in good faith and to satisfy what the LGP Board reasonably considers to be its fiduciary or statutory duties, after receiving written advice from its Advisers, determines is reasonably capable of being completed in accordance with its terms, and would be reasonably likely to, if completed in accordance with its terms, be more favourable to LGP Shareholders than the Transaction, taking into account all aspects of the actual, proposed or potential LGP Competing Proposal, including conditions, the identity, reputation and financial condition of the person making the proposal and all relevant legal, regulatory and financial matters (including the value and type of consideration, funding, any timing considerations and any conditions precedent).

**LGP Voting Intention Statement** has the meaning given in clause 8.1(b).

**Marketable Parcel** has the meaning given in the ASX Listing Rules.

**Net Cash** means, in relation to Cannatrek, the aggregate amount of:

(a) cash, cash equivalents and short term interest bearing deposits (where the terms 'cash' and 'cash equivalents' are as defined in the Australian Accounting Standards and any authoritative interpretations issued by the AASB); *less*

(b) Financial Indebtedness.

**New LGP CV Share** means a convertible and redeemable preference share in the capital of LGP to be issued under the Scheme as part of the Scheme Consideration on the terms set out in Schedule 7.

**New LGP Ordinary Shares** means LGP Shares to be issued under the Scheme as part of the Scheme Consideration.

**New LGP Shares** means New LGP Ordinary Shares and New LGP CV Shares.

**ODC** means the Office of Drug Control, of the Australian Government Department of Health, Disability and Ageing.

**Option Cancellation or Exercise Deed** means a deed between Cannatrek and a holder of Cannatrek Options under which, subject to the Scheme becoming Effective, each Cannatrek Option held by that holder is cancelled in consideration for either payment of cash consideration or the issue of Cannatrek Shares by Cannatrek to the holder.

**Order** means any decree, judgment, injunction, direction, writ or other order, whether temporary, preliminary or permanent, made or given by an Australian court of competent jurisdiction or by another Australian Government Agency.

**Payables** means, in respect of a person, all amounts payable in the ordinary course of business to suppliers or service providers in respect of goods supplied or services rendered, including all accrued periodic or recurring outgoings and expenses.

**Permitted Dividend** means a dividend declared and paid by Cannatrek to Cannatrek Shareholders in accordance with clause 6.7, of an amount no greater than Net Cash less the Cannatrek Cash Floor.

**PPSA** means the Personal Property Securities Act 2009 (Cth).

**PPSA Security Interest** means a security interest as defined in the PPSA.

**PPS Register** means the register established under the PPSA.

**Receivables** means, in respect of a person, all amounts owing in the ordinary course of business in respect of goods sold or services supplied to customers.

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**Regulatory Approval** means a clearance, waiver, ruling, approval, relief, confirmation, exemption, consent or declaration of a Government Agency in respect of the Scheme, or the Transaction or any aspect of it or another applicable law, which LGP and Cannatrek agree, acting reasonably, is necessary or desirable to implement the Scheme or the Transaction.

**Related Body Corporate** has the meaning given in the Corporations Act, provided that the term 'subsidiary' has the meaning given to 'Subsidiary' in this deed.

**Related Entity** means, in relation to an entity (the **first entity**):

(a) a Subsidiary of the first entity;

(b) an entity of which the first entity is a Subsidiary; or

(c) a Subsidiary of another entity of which the first entity is also a Subsidiary.

**Relevant Interest** has the meaning given in sections 608 and 609 of the Corporations Act.

**Remaining Loan Balance** means the remaining loan balance owed by a holder of Cannatrek Loan Funded Shares to Cannatrek under a limited recourse loan in respect of the holder's Cannatrek Loan Funded Shares, as set out in the fifth column of Schedule 6.

**Representative** means, in relation to LGP or Cannatrek:

(a) each other member of the LGP Group or Cannatrek Group (as applicable);

(b) an officer or employee of a member of the LGP Group or Cannatrek Group (as applicable); or

(c) an Adviser to a member of the LGP Group or Cannatrek Group (as applicable).

**Required Regulatory Approvals** has the meaning given in clause 3.3(a)(i).

**Sale Agent** means a nominee appointed by LGP;

**Scheme** means the scheme of arrangement under Part 5.1 of the Corporations Act between Cannatrek and the Scheme Shareholders in the form of Annexure 1 (or in such other form agreed to in writing between the parties to this deed), subject to any alterations or conditions made or required by the Court under section 411(6) of the Corporations Act and approved in writing by each party.

**Scheme Booklet** means the scheme booklet to be prepared by Cannatrek in accordance with clause 5.1(a) and to be approved by the Court and despatched by Cannatrek to Cannatrek Shareholders and which must include the following:

(a) a copy of the Scheme;

(b) an explanatory statement complying with the requirements of the Corporations Act and the Corporations Regulations;

(c) the Independent Expert's Report;

(d) a summary of this deed;

(e) a copy of the executed Deed Poll;

(f) a notice of the Scheme Meeting; and

(g) a proxy form for the Scheme Meeting.

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**Scheme Consideration** means the consideration to be provided to each Scheme Shareholder for the transfer of their Scheme Shares to LGP, being:

(a) 1.835806 New LGP Ordinary Shares for each 1 Scheme Share held by the relevant Scheme Shareholder; and

**(b)** 0.727502 New LGP CV Shares for each 1 Scheme Share held by the relevant Scheme Shareholder,

subject to clause 4.5.

**Scheme Meeting** means the meeting of Cannatrek Shareholders ordered by the Court to be convened under section 411(1) of the Corporations Act in relation to the Scheme, and includes any meeting convened following an adjournment or postponement of that meeting.

**Scheme Record Date** means 7:00pm on the second Business Day after the Effective Date or such other time and date after the Effective Date agreed to in writing between the parties.

**Scheme Shareholder** means a person registered in the Cannatrek Share Register as the holder of one or more Scheme Shares at the Scheme Record Date.

**Scheme Shares** means the Cannatrek Shares on issue as at the Scheme Record Date.

**Second Court Date** means the first day on which an application made to the Court for an order under section 411(4)(b) of the Corporations Act approving the Scheme is heard or, if the application is adjourned for any reason, the day on which the adjourned application is heard.

**Security Interests** has the meaning given in section 51A of the Corporations Act.

**Subsidiary** has the meaning given in the Corporations Act, provided that an entity will also be taken to be a Subsidiary of another entity if it is controlled by that entity (as 'control' is defined in section 50AA of the Corporations Act) and, without limitation:

(a) a body corporate or a trust will also be taken to be a Subsidiary of an entity if it is controlled by that entity (as defined in section 50AA of the Corporations Act);

(b) a trust, partnership or fund may be a Subsidiary, for the purpose of which a unit, partnership interest or other beneficial interest in the trust, partnership or fund will be regarded as a share (ignoring the operation of section 48(2) of the Corporations Act); and

(c) an entity may be a Subsidiary of a trust, partnership or fund if it would have been a Subsidiary if that trust, partnership or fund were a body corporate.

**TGA** means the Therapeutic Goods Administration.

**Third Party** means any person, other than LGP or Cannatrek (as applicable), any of its Related Entities or a consortium, partnership, limited partnership, syndicate or other group in which LGP or Cannatrek (as applicable) or any of its Related Entities is participating or proposes to participate.

**Timetable** means the indicative timetable for the implementation of the Transaction set out in Schedule 5, as varied as agreed between LGP and Cannatrek in writing.

**Transaction** means the acquisition of the Scheme Shares by LGP through implementation of the Scheme in accordance with the terms of this deed.

**Transaction Costs** means any adviser costs, service fees, finder's fees or other costs or fees (in each instance inclusive of any applicable GST) relating to the transactions contemplated under this deed incurred or payable by Cannatrek in connection with (or that are otherwise conditional on or triggered by) the sale and purchase of the Scheme Shares.

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**Voluntary Escrow Deed** means a voluntary escrow deed between LGP and each Escrowed Party relating to escrow of:

(a) 50% of the relevant Escrowed Party's LGP Shares until the date which is six (6) months after the Implementation Date; and

(b) 50% of the relevant Escrowed Party's LGP Shares until the date which is twelve (12) months after the Implementation Date,

on terms acceptable to LGP and Cannatrek (acting reasonably).

**Voting Power** has the meaning given in the Corporations Act.

## 1.2 Interpretation

Headings are for convenience only and do not affect interpretation. The following rules apply unless the context requires otherwise.

(a) The singular includes the plural, and the converse also applies.

(b) A gender includes all genders.

(c) If a word or phrase is defined, its other grammatical forms have a corresponding meaning.

(d) A reference to a person, corporation, trust, partnership, Government Agency, unincorporated body or other entity includes any of them.

(e) A reference to a clause, schedule or annexure is a reference to a clause of, or schedule or annexure to, this deed.

(f) A reference to an *agreement* or *document* (including a reference to this deed) is to the agreement or document as amended, supplemented, novated or replaced, except to the extent prohibited by this deed or that other agreement or document, and includes the recitals, schedules and annexures to that agreement or document.

(g) A reference to a party to this deed or another agreement or document includes the party's successors, permitted substitutes and permitted assigns (and, where applicable, the party's legal personal representatives).

(h) A reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it.

(i) A reference to conduct includes an omission, statement or undertaking, whether or not in writing.

(j) A reference to an *agreement* includes any undertaking, deed, agreement and legally enforceable arrangement, whether or not in writing, and a reference to a *document* includes an agreement (as so defined) in writing and any certificate, notice, instrument and document of any kind.

(k) A reference to *dollars* and $ is to Australian currency.

(l) All references to time are to Melbourne, Australia time.

(m) Mentioning anything after *includes*, *including*, *for example*, or similar expressions, does not limit what else might be included.

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(n) Nothing in this deed is to be interpreted against a party solely on the ground that the party put forward this deed or a relevant part of it.

(o) A reference to *officer*, *relevant interest* or *voting power* is to that term as it is defined in the Corporations Act.

### 1.3 Business Day

Where the day on or by which any thing is to be done is not a Business Day, that thing must be done on or by the next Business Day.

### 1.4 Best and reasonable endeavours

A reference to a party using or obligation on a party to use its best endeavours or reasonable endeavours or all reasonable endeavours does not oblige that party to:

(a) pay money:

(i) in the form of an inducement or consideration to a third party to procure something (other than the payment of immaterial expenses or costs, including costs of Advisers, to procure the relevant thing); or

(ii) in circumstances that are commercially onerous or unreasonable in the context of this deed;

(b) provide other valuable consideration to or for the benefit of any person; or

(c) agree to commercially onerous or unreasonable conditions.

### 1.5 Consents or approvals

If the doing of any act, matter or thing under this deed is dependent on the consent or approval of a party or is within the discretion of a party, the consent or approval may be given or the discretion may be exercised conditionally or unconditionally or withheld by the party in its absolute discretion unless expressly provided otherwise.

### 1.6 Knowledge, belief or awareness of Cannatrek

(a) Certain statements made in this deed (including certain Cannatrek Representations and Warranties) are given and made by Cannatrek only on the basis of its knowledge, belief or awareness. For the purposes of this deed, Cannatrek's knowledge, belief or awareness is limited to the actual knowledge, belief or awareness of the Cannatrek Relevant Persons.

(b) The knowledge, belief or awareness of any person other than the persons identified in clause 1.6(a) will not be imputed to Cannatrek.

(c) None of the Cannatrek Relevant Persons will bear any personal liability in respect of the Cannatrek Representations and Warranties or otherwise under this deed.

### 1.7 Knowledge, belief or awareness of LGP

(a) Certain statements made in this deed (including certain LGP Representations and Warranties) are given and made by LGP only on the basis of its knowledge, belief or awareness. For the purposes of this deed, LGP's knowledge, belief or awareness is limited to the actual knowledge, belief or awareness of LGP Relevant Persons.

(b) The knowledge, belief or awareness of any person other than the persons identified in clause 1.7(a) will not be imputed to LGP.

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(c) None of LGP Relevant Persons will bear any personal liability in respect of LGP Representations and Warranties or otherwise under this deed.

### 1.8 Listing requirements included as law

A listing rule or business rule of a securities exchange will be regarded as a law, and a reference to such a rule is to be taken to be subject to any waiver or exemption granted to a party.

## 2. Agreement to proceed with Transaction

### 2.1 Cannatrek to propose the Scheme

Cannatrek agrees to propose the Scheme on and subject to the terms of this deed.

### 2.2 Agreement to implement Scheme

Cannatrek and LGP agree to implement the Scheme on and subject to the terms and conditions of this deed.

### 2.3 LGP to propose LGP Resolutions

LGP agrees to convene the LGP Shareholder Meeting to LGP Shareholders on and subject to the terms of this deed.

### 2.4 Nomination of alternative acquirer

(a) No later than two Business Days prior to the First Court Date, LGP may nominate BidCo to acquire the Scheme Shares under the Scheme by giving written notice which sets out the details of BidCo to Cannatrek.

(b) If Bidder nominates BidCo to perform its obligations, on and from the date of that nomination:

(i) references in this deed to LGP acquiring the Scheme Shares are to be read as references to BidCo doing so;

(ii) the parties must procure that the Scheme Shares are transferred to BidCo rather than LGP;

(iii) LGP and BidCo will both enter into the Deed Poll;

(iv) LGP must procure and guarantees the punctual performance by BidCo of the relevant obligations of Bidder under this deed, the Deed Poll and any order, award, judgment or decision which binds the Bidder relating to this deed or the Deed Poll (**Binding Decision**);

(v) any such nomination will not relieve LGP of its obligations under this deed, including the obligation to pay or procure the payment of the Scheme Consideration in accordance with the terms of the Scheme provided that LGP will not be in breach of this deed for failing to perform an obligation of BidCo if that obligation is fully discharged by BidCo; and

(vi) LGP indemnifies and must keep indemnified Cannatrek against any Claim, action, damage, loss, liability, cost, expense or payment of whatever nature (including legal costs on a full indemnity basis) that may be brought against Cannatrek or which Cannatrek may pay, sustain or incur as a direct or indirect result of any misrepresentation, breach or non-performance of this deed, the Deed Poll or a Binding Decision by BidCo.

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## 3. Conditions Precedent

### 3.1 Conditions precedent

Subject to this clause 3.1, the Scheme will not become Effective, and the obligations of LGP under clause 4.4 are not binding, unless each of the following Conditions Precedent (the ***Conditions Precedent***) is satisfied or waived in accordance with clauses 3.2 and 3.4:

**(a)** (**ASIC and ASX relief**) ASIC and ASX each issue or provide such consents, waivers and approvals or do such other acts that are necessary to implement the Scheme, and none of those consents, waivers or approvals have been withdrawn, revoked or adversely amended before 8.00am on the Second Court Date.

**(b)** (**Regulatory Approvals**) All material Regulatory Approvals which LGP and Cannatrek (acting reasonably) agree are necessary or desirable to implement the Scheme or the Transaction are obtained and those approvals have not been withdrawn, revoked or adversely amended before 8.00am on the Second Court Date.

(c) (**Cannatrek Shareholder approval**) Cannatrek Shareholders approve the Scheme by the requisite majorities under section 411(4)(a)(ii) of the Corporations Act (except to the extent the Court orders otherwise under section 411(4)(a)(ii)(A) of the Corporations Act) at the Scheme Meeting.

(d) (**Independent Expert's Report**) The Independent Expert issues an Independent Expert's Report which concludes that the Scheme is in the best interests of Cannatrek Shareholders before the time when the Scheme Booklet is registered with ASIC and does not change or adversely qualify its conclusion or withdraw its Independent Expert's Report before 8.00am on the Second Court Date.

(e) (**Court approval**) The Court approves the Scheme in accordance with section 411(4)(b) of the Corporations Act.

(f) (**No restraints**) No applicable law shall have been enacted and no Order shall be in effect as at 8.00am on the Second Court Date (or the intended date for the Second Court Date, but for such Order) that prevents, makes illegal or prohibits the implementation of the Scheme or requires the divestiture by LGP of any Cannatrek Shares.

(g) (**No Cannatrek Material Adverse Change**) No Cannatrek Material Adverse Change occurs between the date of this deed and 8.00am on the Second Court Date.

(h) (**No Cannatrek Prescribed Occurrence**) No Cannatrek Prescribed Occurrence occurs between the date of this deed and 8.00am on the Second Court Date.

(i) (**Cannatrek Options**) By 8.00am on the Second Court Date, each holder of Cannatrek Options has either:

(i) exercised the vested Cannatrek Options held by them in accordance with their existing terms; or

(ii) entered into an Option Cancellation or Exercise Deed,

so that all Cannatrek Options will have either lapsed, been exercised or cancelled in accordance with clause 4.7.

(j) (**Cannatrek Loan Funded Shares**) By 8.00am on the Second Court Date, loan agreement for the Remaining Loan Balance relating to each holder's Cannatrek Loan Funded Shares has been amended to apply to the holder's new LGP Shares effective from the Implementation Date in accordance with clause 4.8.

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(k) (**Cannatrek Financing**) Such approvals or consents in relation to the Cannatrek Financing, which are necessary with respect to the continuation of the Cannatrek Financing on implementation of the Scheme or the Transaction, are obtained.

(l) (**LGP Financing**) Such approvals or consents in relation to the LGP Financing, which are necessary with respect to the continuation of the LGP Financing on implementation of the Scheme or the Transaction, are obtained.

(m) (**ASX Listing Rule 6.1 confirmation**): ASX confirming the terms of the New LGP CV Shares are, in ASX's opinion, appropriate and equitable for the purposes of ASX Listing Rule 6.1.

(n) (**Net Cash and Receivables**): by 8.00am on the Second Court Date, the Cannatrek Group will have Net Cash and Receivables (in aggregate) of no less than $19,000,000.

(o) (**No LGP Material Adverse Change**) No LGP Material Adverse Change occurs between the date of this deed and 8.00am on the Second Court Date.

(p) (**No LGP Prescribed Occurrence**) No LGP Prescribed Occurrence occurs between the date of this deed and 8.00am on the Second Court Date.

(q) (**LGP Shareholder approval**) LGP Shareholders approve the LGP Resolutions by the requisite majorities at the LGP Shareholder Meeting.

(r) (**Cannatrek Key Person Escrow**) as at 8.00am on the Second Court Date, LGP and each Cannatrek Key Person duly executing a Voluntary Escrow Deed in respect of each Cannatrek Key Person's New LGP Ordinary Shares.

(s) (**LGP Key Shareholder Escrow**) LGP and each LGP Key Shareholder duly executing a Voluntary Escrow Deed in respect of each LGP Key Shareholder's LGP Shares.

(t) (**Other approvals**) Such approvals or consents in relation to contracts, leases, licences or permits held by an LGP Group Member, which LGP and Cannatrek agree in writing are required as a result of implementation of the Scheme or Transaction, are obtained.

### 3.2 Best endeavours and co operation

(a) Without prejudice to any other obligations of the parties under this deed:

(i) Cannatrek must use its best endeavours to satisfy, or procure the satisfaction of, the Conditions Precedent in clauses 3.1(g), 3.1(h), 3.1(i), 3.1(k) and 3.1(n) as soon as practicable after the date of this deed and at all times until the last time that the relevant clause provides that it is to be satisfied;

(ii) LGP must use its best endeavours to satisfy, or procure the satisfaction of, the Conditions Precedent in clauses 3.1(l), 3.1(m) 3.1(o), 3.1(p), 3.1(q), 3.1(s) and 3.1(t) as soon as practicable after the date of this deed and at all times until the last time that the relevant clause provides that it is to be satisfied;

(iii) each party must, to the extent it is within its power to do so, use its best endeavours to satisfy, or procure the satisfaction of, the Conditions Precedent in clauses 3.1(a), 3.1(b), 3.1(c), 3.1(d), 3.1(e), 3.1(f), 3.1(j) and 3.1(r) as soon as practicable after the date of this deed and at all times until the last time that the relevant clause provides that it is to be satisfied; and

(iv) neither party will take any action that will or is likely to hinder or prevent the satisfaction of any Condition Precedent (and each party will use its best endeavours to procure its Subsidiaries do not take any action that will or is likely to hinder or prevent the satisfaction of any Condition Precedent), except to the extent that such

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action is required to be done or procured pursuant to, or is otherwise permitted by, this deed or the Scheme, or is required by law.

(b) In respect of the Conditions Precedent in clauses 3.1(g) and 3.1(h), if a Cannatrek Material Adverse Change or an Cannatrek Prescribed Occurrence occurs between (and including) the date of this deed and the Second Court Date the Conditions Precedent in clauses 3.1(g) and 3.1(h) will not be taken to have been breached or not satisfied unless:

(i) a party has given, or should have given, written notice to the other party in accordance with clause 3.5, setting out the relevant circumstances of the breach; and

(ii) Cannatrek has failed to remedy the breach within five Business Days (or any shorter period ending at 8:00am on the Second Court Date) after the date on which such notice is given or should have been given.

(c) In respect of the Conditions Precedent in clauses 3.1(o) and 3.1(p), if a LGP Material Adverse Change or a LGP Prescribed Occurrence occurs between (and including) the date of this deed and the Second Court Date the Conditions Precedent in clauses 3.1(o) and 3.1(p) will not be taken to have been breached or not satisfied unless:

(i) a party has given, or should have given, written notice to the other party in accordance with clause 3.5, setting out the relevant circumstances of the breach; and

(ii) LGP has failed to remedy the breach within five Business Days (or any shorter period ending at 8:00am on the Second Court Date) after the date on which such notice is given or should have been given.

### 3.3 Regulatory Approvals

(a) Without limiting the generality of clause 3.2 and subject to clause 3.3(b):

(i) LGP must, to the extent it has not already done so prior to the date of this deed, apply for all necessary Regulatory Approvals for the Transaction (***Required Regulatory Approvals***) as soon as practicable (and in event within 10 Business Days after the date of this deed) and Cannatrek must provide such assistance in respect of any such application as LGP may reasonably request, and each party must take all reasonable steps required as part of the approval process in respect of any such application, including responding to reasonable requests for information at the earliest practicable time;

(ii) LGP must keep Cannatrek fully informed of progress in relation to the obtaining of the Required Regulatory Approvals, including:

(A) by promptly providing Cannatrek with reasonable details of all dealings with Government Agencies in relation to the applications for Required Regulatory Approvals (including any requests for information by such Government Agencies and any conditions or other arrangements proposed by any Government Agency in respect of such Required Regulatory Approvals);

(B) by promptly providing Cannatrek with any material information or matter which is likely to result in a delay in receipt of a Required Regulatory Approval that would mean the Timetable is unlikely to be achieved, or indicate that a Required Regulatory Approval is unlikely to be given;

(C) by consulting with Cannatrek, in advance, in relation to all proposed material communications and the proposed content of those communications (whether written or oral and whether direct or via an Adviser) with any Government Agency relating to any Required Regulatory Approval

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(***Communications***), and in relation to each proposed material step in the process of obtaining each Required Regulatory Approval; and

(D) by allowing Cannatrek to be present or represented at any proposed meeting with any Government Agency relating to any Required Regulatory Approval;

(iii) without limiting clause 3.3(a)(ii), LGP must:

(A) provide Cannatrek with drafts of any material written Communications to be sent to a Government Agency, and allow Cannatrek a reasonable opportunity to make comments on them prior to them being sent; and

(B) promptly provide copies of any material written Communications received from a Government Agency.

(b) Before providing any document or other information to Cannatrek pursuant to this clause 3.3, LGP may redact any part of that document, or not disclose any part of that information, which contains or constitutes confidential, competitively sensitive or privileged information relating to the existing business or affairs of LGP or its Related Bodies Corporate, to the extent that LGP reasonably considers that the disclosure of such information to Cannatrek would be unlawful or damaging to the commercial or legal interests of LGP or its Related Bodies Corporate, or would be reasonably likely to jeopardise any attorney-client, work product or other legal privilege.

### 3.4 Benefit and Waiver of Conditions Precedent

(a) The Conditions Precedent in clauses 3.1(a) to 3.1(f) (other than clause 3.1(d)), 3.1(m) and 3.1(q) are for the benefit of Cannatrek and LGP. Any breach or non-satisfaction of any of the Conditions Precedent in clauses 3.1(a) to 3.1(f) (other than clause 3.1(d)) and 3.1(q) cannot be waived.

(b) The Conditions Precedent in clauses 3.1(g) to 3.1(k), 3.1(n) and 3.1(r), are for the sole benefit of LGP, and any breach or non-satisfaction of those Conditions Precedent may only be waived by LGP giving its written consent.

(c) The Condition Precedent in clauses 3.1(d), 3.1(l), 3.1(o), 3.1(p), 3.1(s) and 3.1(t) are for the sole benefit of Cannatrek, and any breach or non-satisfaction of that Condition Precedent may only be waived by Cannatrek giving its written consent.

(d) A party entitled to waive the breach or non-satisfaction of a Condition Precedent pursuant to this clause 3.4 may do so in its absolute discretion.

(e) If a waiver by a party of a Condition Precedent is itself expressed to be conditional and the other party accepts the conditions, then the terms of the conditions apply accordingly. If the other party does not accept the conditions, the relevant Condition Precedent has not been waived.

(f) If a party waives the breach or non-satisfaction of a Condition Precedent, that waiver will not preclude it from suing the other party for any breach of this deed constituted by the same event that gave rise to the breach or non-satisfaction of the Condition Precedent.

(g) Waiver of a breach or non-satisfaction in respect of one Condition Precedent does not constitute:

(i) a waiver of breach or non-satisfaction of any other Condition Precedent resulting from the same event; or

(ii) a waiver of breach or non-satisfaction of that Condition Precedent resulting from any other event.

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### 3.5 Notifications

Each party must:

(a) keep the other party promptly and reasonably informed of the steps it has taken and of its progress towards satisfaction of the Conditions Precedent;

(b) promptly notify the other party in writing if it becomes aware that any Condition Precedent has been satisfied, in which case the notifying party must also provide reasonable evidence that the Condition Precedent has been satisfied; and

(c) promptly (and in any event within two Business Days) notify the other party in writing of a failure to satisfy a Condition Precedent or of any fact or circumstance that results in that Condition Precedent becoming incapable of being satisfied or that may result in that Condition Precedent not being satisfied in accordance with its terms.

### 3.6 Scheme voted down because of Headcount Test

(a) If the Scheme is not approved by Cannatrek Shareholders at the Scheme Meeting by reason only of the non-satisfaction of the Headcount Test and Cannatrek or LGP considers, acting reasonably, that the splitting by a holder of Cannatrek Shares into two or more parcels of Cannatrek Shares (whether or not it results in any change in beneficial ownership of the Cannatrek Shares) or some abusive or improper conduct may have caused or materially contributed to the Headcount Test not having been satisfied then Cannatrek must:

(i) apply for an order of the Court contemplated by section 411(4)(a)(ii)(A) of the Corporations Act to disregard the Headcount Test and seek Court approval of the Scheme under section 411(4)(b) of the Corporations Act, notwithstanding that the Headcount Test has not been satisfied; and

(ii) make such submissions to the Court and file such evidence as counsel engaged by Cannatrek to represent it in Court proceedings related to the Scheme, in consultation with LGP, considers is reasonably required to seek to persuade the Court to exercise its discretion under section 411(4)(a)(ii)(A) of the Corporations Act by making an order to disregard the Headcount Test.

(b) If such approval is given by the Court, the Condition Precedent in clause 3.1(c) is deemed to be satisfied.

### 3.7 Failure of Conditions Precedent

(a) If:

(i) there is a breach or non-satisfaction of a Condition Precedent which is not waived in accordance with this deed by the time or date specified in this deed for the satisfaction of the Condition Precedent;

(ii) there is an act, failure to act or occurrence which will prevent a Condition Precedent being satisfied by the time or date specified in this deed for the satisfaction of the Condition Precedent (and the breach or non-satisfaction which would otherwise occur has not already been waived in accordance with this deed); or

(iii) it becomes more likely than not that a Condition Precedent will not be satisfied by the End Date,

then either party may serve a written notice on the other party, and the parties must promptly consult in good faith with a view to determining whether:

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(iv) the Scheme or the Transaction may proceed by way of alternative means or methods;

(v) to extend the relevant time or date for satisfaction of the Condition Precedent;

(vi) to change the First Court Date or to adjourn the application for orders pursuant to section 411(1) of the Corporations Act convening the Scheme Meeting to another date agreed by the parties;

(vii) to change the Second Court Date or to adjourn the application for orders pursuant to section 411(4)(b) of the Corporations Act approving the Scheme to another date agreed by the parties; or

(viii) to extend the End Date.

(b) If Cannatrek and LGP are unable to reach agreement under clauses 3.7(a)(iv), 3.7(a)(v), 3.7(a)(vi), 3.7(a)(vii) or 3.7(a)(viii) within five Business Days after the delivery of the notice under that clause or any shorter period ending at 5:00pm on the day before the Second Court Date, either party may terminate this deed by notice in writing to the other party, provided that:

(i) the Condition Precedent to which the notice relates is for the benefit of that party (whether or not the Condition Precedent is also for the benefit of the other party); and

(ii) there has been no failure by that party or its Subsidiaries to comply with its obligations under this deed, where that failure directly and materially contributed to the Condition Precedent to which the notice relates becoming incapable of satisfaction, or being breached or not satisfied before the End Date,

in which case clause 16.3 will have effect.

### 3.8 Certificates in relation to Conditions Precedent

(a) On the Second Court Date, each party must provide to the Court a certificate (or such other evidence as the Court may request) confirming (in respect of matters within its knowledge) whether or not as at 8.00am on the Second Court Date the Conditions Precedent (other than the Condition Precedent in clause 3.1(e)) have been satisfied or waived in accordance with this deed.

(b) Each party must provide to the other party a draft of the certificate pursuant to clause 3.8(a) by 5.00pm on the day that is two Business Days prior to the Second Court Date, and must provide to the other party on the Second Court Date a copy of the final certificate or other evidence provided to the Court.

## 4. Transaction Steps

### 4.1 Scheme

Cannatrek must propose a scheme of arrangement under which:

(a) all of the Scheme Shares will be transferred to LGP; and

(b) the Scheme Shareholders will be entitled to receive the Scheme Consideration.

### 4.2 LGP Resolutions

LGP must propose the LGP Resolutions to LGP Shareholders in accordance with this deed.

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### 4.3 Scheme Consideration

Subject to and in accordance with this document and the Scheme, each Scheme Shareholder will be entitled to receive the Scheme Consideration in respect of each Scheme Share.

### 4.4 Provision of Scheme Consideration

LGP undertakes to Cannatrek (in its own right and as trustee on behalf of the Scheme Shareholders who are not an Ineligible Foreign Holder or a Cash Out Shareholder) that, in consideration of the transfer to LGP of the Scheme Shares under the terms of the Scheme, on the Implementation Date it will:

(a) accept or procure that LGP, accepts that transfer and executes any instruments of transfer required to give effect to such transfer; and

(b) provide or procure the provision of the Scheme Consideration for each Scheme Share in accordance with the Scheme and the Deed Poll.

### 4.5 Ineligible Foreign Holders and Cash Out Shareholders

(a) Where an Ineligible Foreign Holder or Cash Out Shareholder (as applicable) would otherwise be entitled to receive New LGP Shares pursuant to clause 4.2, LGP has no obligation to issue any New LGP Shares to the Ineligible Foreign Holder or Cash Out Shareholder, and instead:

(i) LGP will issue to the Sale Agent any New LGP Shares to which an Ineligible Foreign Holder or Cash Out Shareholder (as applicable) would otherwise be entitled;

(ii) LGP will procure that, as soon as reasonably practicable and in any event not more than 15 Business Days after the Implementation Date, the Sale Agent:

(A) sells or procures the sale of all of New LGP Ordinary Shares issued to the Sale Agent pursuant to clause 4.5(a)(i), in the ordinary course of trading on ASX; and

(B) remits to LGP the proceeds of sale (after deducting any applicable brokerage, stamp duty and other selling costs, taxes and charges);

(iii) promptly after the last sale of New LGP Ordinary Shares in accordance with clause 4.5(a)(ii)(A), LGP will pay to each Ineligible Foreign Holder or Cash Out Shareholder (as applicable) an amount equal to the proportion of the net proceeds of sale received by LGP under clause 4.5(a)(ii)(B) to which that Ineligible Foreign Holder or Cash Out Shareholder (as applicable) is entitled in full satisfaction of the Ineligible Foreign Holder's or Cash Out Shareholder's entitlement to the relevant New LGP Ordinary Shares;

(iv) LGP will procure that, as soon as reasonably practicable and in any event not more than 15 Business Days after the date of issue of all LGP Shares (if any) issued to the Sale Agent on conversion of the New LGP CV Shares (**Converted Shares**), the Sale Agent:

(A) sells or procures the sale of all Converted Shares (if any) issued to the Sale Agent, in the ordinary course of trading on ASX; and

(B) remits to LGP the proceeds of sale (after deducting any applicable brokerage, stamp duty and other selling costs, taxes and charges); and

(v) promptly after the last sale of Converted Shares in accordance with clause 4.5(a)(iv)(A), LGP will pay to each Ineligible Foreign Holder an amount equal to the



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proportion of the net proceeds of sale received by LGP under clause 4.5(a)(iv)(B) to which that Ineligible Foreign Holder or Cash Out Shareholder (as applicable) is entitled in full satisfaction of the Ineligible Foreign Holder's or Cash Out Shareholder's entitlement to the relevant Converted Shares.

(b) None of Cannatrek, LGP or the Sale Agent gives any assurance as to the price that will be achieved for the sale of LGP Shares in accordance with this clause 4.5 and the sale of New LGP Ordinary Shares and Converted Shares will be at the risk of the Ineligible Foreign Holder or Cash Out Shareholder (as applicable).

### 4.6 New LGP Shares to rank equally

LGP covenants in favour of Cannatrek (in its own right and separately as trustee or nominee of each Scheme Shareholder) that:

(a) all New LGP Ordinary Shares issued as part of the Scheme Consideration, will, upon their issue rank equally with all other LGP Shares then on issue;

(b) all New LGP CV Shares issued as part of the Scheme Consideration will, upon their issue rank equally with all other New LGP CV Shares issued; and

(c) all New LGP Ordinary Shares and New LGP CV Shares issued as Scheme Consideration, will be fully paid and free from any Encumbrance.

### 4.7 Cannatrek Options

(a) Cannatrek must, as soon as possible after the date of this deed, take all action necessary to ensure that there are no outstanding Cannatrek Options on or after the Implementation Date.

(b) Without limiting the generality of clause 4.7, Cannatrek must cause all outstanding Cannatrek Options to:

(i) be exercised or expire in accordance with their existing terms as at the date of this deed by no later than the Business Day before the Second Court Date; or

(ii) to the extent the Cannatrek Options are not exercised or expired in accordance with clause 4.7(a), be cancelled or exercised in accordance with an Option Cancellation or Exercise Deed with effect by no later than the Implementation Date.

### 4.8 Cannatrek Loan Funded Shares

(a) Cannatrek must, as soon as possible after the date of this deed, take all action necessary to ensure that the loan agreement for the Remaining Loan Balance relating to the holder's Cannatrek Loan Funded Shares is amended to apply to the holder's New LGP Shares effective from the Implementation Date.

(b) Cannatrek and LGP must ensure that, by no later than the Scheme Record Date, each holder of Cannatrek Loan Funded Shares has entered into an agreement with Cannatrek and LGP to amend the loan agreement for the Remaining Loan Balance relating to the holder's Cannatrek Loan Funded Shares effective from the Implementation Date so that it applies to the holder's New LGP Shares, on substantially the same terms as the existing limited recourse loan, including with regards to the security arrangements.

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## 5. Implementation

### 5.1 Cannatrek's obligations

Cannatrek must take all steps reasonably necessary to propose and implement the Scheme as soon as is reasonably practicable after the date of this deed and must use reasonable endeavours to ensure that each step in the Timetable is met by the date set out beside that step (provided that any failure by Cannatrek to meet any timeframe or deadline set out in the Timetable will not constitute a breach of this deed to the extent that such failure is due to circumstances and matters outside Cannatrek's control or where the failure is due to an action or inaction in response to an actual, proposed or potential Cannatrek Competing Proposal which is permitted by clause 12). Cannatrek must (and must procure that each member of the Cannatrek Group must):

(a) (**Preparation of Scheme Booklet**) Subject to clauses 5.3(g) and 5.3(j), prepare the Scheme Booklet so that it complies with the Corporations Act and ASIC Regulatory Guide 60. The Scheme Booklet must include a statement to the effect that:

(i) other than the LGP Information and the Independent Expert's Report, the Scheme Booklet has been prepared by Cannatrek and is the responsibility of Cannatrek, and that no LGP Party assumes any responsibility for the accuracy or completeness of the Scheme Booklet (other than LGP Information);

(ii) the LGP Information has been provided by LGP and is the responsibility of LGP, and that no Cannatrek Party assumes any responsibility for the accuracy or completeness of the LGP Information; and

(iii) the Independent Expert's Report has been prepared by the Independent Expert and is the responsibility of the Independent Expert, and that no Cannatrek Party nor LGP Party assumes any responsibility for the accuracy or completeness of the Independent Expert's Report.

(b) (**Independent Expert**) Promptly appoint the Independent Expert (if the Independent Expert has not been appointed prior to the date of this deed), and provide all assistance and information reasonably requested by the Independent Expert in connection with the preparation of the Independent Expert's Report for inclusion in the Scheme Booklet (including any updates to such report).

(c) (**Consultation with LGP**) Consult with LGP as to the content and presentation of the Scheme Booklet, such consultation to include allowing LGP a reasonable opportunity to review and make comments on successive drafts of the Scheme Booklet a reasonable time before its lodgement with ASIC and obtain LGP's written consent to the inclusion of LGP Information (including in respect of the form and context in which LGP Information appears in the Scheme Booklet) prior to lodgement of the Scheme Booklet with ASIC. Cannatrek must consider in good faith any comments on drafts of the Scheme Booklet provided by or on behalf of LGP.

(d) (**Information**) provide all necessary information, and procure that the Cannatrek Share Registry provides all necessary information, in each case in a form reasonably requested by LGP, about the Scheme, the Scheme Shareholders and Cannatrek Shareholders, which LGP reasonably requires in order to:

(i) understand the legal and beneficial ownership of the Cannatrek Shares, and canvas agreement to the Scheme by the Cannatrek Shareholders (including the results of directions by Cannatrek to the Cannatrek Shareholders under Part 6C.2 of the Corporations Act);

(ii) facilitate the provision by, or on behalf of, LGP of the Scheme Consideration and to otherwise enable LGP to comply with the terms of this deed, the Scheme and the Deed Poll; or

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(iii) review the tally of proxy appointments and directions received by Cannatrek before the Scheme Meeting;

(e) (**ASIC Review**) As soon as reasonably practicable after the date of this deed but no later than 14 days before the First Court Date, and following LGP giving confirmation or providing changes as contemplated by clause 5.3(k), provide an advanced draft of the Scheme Booklet to ASIC for its review and approval for the purposes of section 411(2) of the Corporations Act, and to LGP, and keep LGP reasonably informed of any matters raised by ASIC in relation to the Scheme Booklet (and of any resolution of those matters).

(f) (**Verification**) Undertake appropriate verification processes in relation to the Cannatrek Information and, after those processes have been completed, provide on or before the First Court Date an affidavit to the Court confirming the verification processes undertaken and their completion.

(g) (**Indication of intent**) Apply to ASIC for a letter indicating whether ASIC proposes to make submissions to the Court, or intervene to oppose the Scheme, on the First Court Date.

(h) (**Approval of Scheme Booklet**) As soon as practicable after ASIC has provided its indication of intent in accordance with clause 5.1(g), procure that a meeting of the Cannatrek Board is convened for the purpose of approving the Scheme Booklet for despatch to Cannatrek Shareholders.

(i) (**Court direction**) Apply to the Court for orders directing Cannatrek to convene the Scheme Meeting, and consult with LGP as to the content of all relevant originating process, affidavits, submissions and draft minutes of Court orders. Such consultation must include providing LGP with a reasonable opportunity to review and comment on the relevant Court documents before they are lodged, and Cannatrek must consider in good faith any comments provided by or on behalf of LGP.

(j) (**ASIC registration**) Request ASIC to register the Scheme Booklet in the form approved by the Court.

(k) (**Despatch**) Send the Scheme Booklet to Cannatrek Shareholders following receipt of LGP's written consent to the inclusion of the LGP Information in the form and context in which LGP Information appears in such version of the Scheme Booklet.

(l) (**Update Scheme Booklet**) If, after the Scheme Booklet has been sent to Cannatrek Shareholders, it becomes aware of information that is:

(i) not included in the Scheme Booklet and that is:

(A) material for disclosure to Cannatrek Shareholders in deciding whether to approve the Scheme; or

(B) required to be disclosed to Cannatrek Shareholders under any applicable law; or

(ii) included in the Scheme Booklet and is misleading or deceptive in a material respect in the form and context in which it appears in the Scheme Booklet,

inform Cannatrek Shareholders of the information in an appropriate and timely manner, in accordance with applicable law. Cannatrek must consult with LGP as to the form and content of any supplementary disclosure before it is made to Cannatrek Shareholders, and, to the extent reasonably practicable, must provide LGP with a reasonable opportunity to review and comment on such disclosure before it is made and must consider in good faith any comments provided by or on behalf of LGP. To the extent that any supplementary disclosure relates to (or constitutes) LGP Information, it may only be made with LGP's prior written consent (not to be unreasonably withheld or delayed).

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(m) (**Cannatrek Information**) Prepare and provide to LGP the Cannatrek Information for inclusion in the LGP Notice of Meeting to comply with all applicable laws, including the Corporations Act and ASIC Regulatory Guide 60 and the ASX Listing Rules relevant to the Cannatrek Information and consult with LGP as to the content and presentation of the Cannatrek Information in the LGP Notice of Meeting, such consultation to include allowing LGP a reasonable opportunity to review and make comments on successive drafts of the Cannatrek Information before lodgement of the LGP Notice of Meeting with ASX. Cannatrek must consider in good faith any comments on drafts of Cannatrek Information provided by or on behalf of LGP.

(n) (**Update Cannatrek Information**) If at any time after the despatch of the LGP Notice of Meeting, Cannatrek becomes aware:

(i) of new information which, were it known at the time of despatch, should have been included in any Cannatrek Information included in that version of the LGP Notice of Meeting; or

(ii) that any part of the Cannatrek Information included in that version of the LGP Notice of Meeting is misleading or deceptive in any material respect (whether by omission or otherwise),

it must advise LGP so that LGP can determine whether supplementary disclosure to LGP Shareholders is required in accordance with (and subject to the terms of) clause 5.3(f).

(o) (**Promote Transaction**) Participate in efforts reasonably requested by LGP to promote the merits of the Transaction and the Scheme Consideration, including, where requested by LGP, meeting with key Cannatrek Shareholders.

(p) (**Scheme Meeting**) Convene the Scheme Meeting to approve the Scheme (in accordance with any orders made by the Court).

(q) (**No objection statement**) Apply to ASIC for the production of a statement in writing pursuant to section 411(17)(b) of the Corporations Act stating that ASIC has no objection to the Scheme.

(r) (**Court approval**) Subject to all Conditions Precedent in clause 3.1, other than the condition relating to Court approval of the Scheme, being satisfied or waived in accordance with this deed, apply to the Court for orders approving the Scheme, and consult with LGP as to the content of all relevant affidavits, submissions and draft minutes of Court orders. Such consultation must include providing LGP with a reasonable opportunity to review and comment on the relevant Court documents before they are lodged, and Cannatrek must consider in good faith any comments provided by or on behalf of LGP.

(s) (**Court order**) Lodge with ASIC an office copy of any Court order approving the Scheme by not later than the first Business Day after the day such office copy is received (or such later date as LGP may agree in writing).

(t) (**Court representation**) Allow, and not oppose, any application by LGP for leave of the Court to be represented by counsel at the Court hearings in relation to the Scheme.

(u) (**Implementation**) If the Scheme becomes Effective:

(i) close the Cannatrek Share Register at the Scheme Record Date to determine the identity of Scheme Shareholders and their entitlements to the Scheme Consideration; and

(ii) subject to LGP satisfying its obligations under clause 4.4, execute proper instruments of transfer of the Scheme Shares on behalf of the Scheme Shareholders in favour of LGP and procure the registration in the Cannatrek Share

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Register of all transfers of Scheme Shares to LGP under those instruments on the Implementation Date.

### 5.2 Appeal process

If the Court refuses to make any orders convening the Scheme Meeting or approving the Scheme:

(a) Cannatrek and LGP must consult with each other in good faith as to whether to appeal the Court's decision; and

(b) Cannatrek must appeal the Court's decision (unless the parties agree otherwise, or an independent senior counsel of the Victorian bar advises that, in their view, an appeal would have no reasonable prospect of success before the End Date).

### 5.3 LGP's obligations

LGP must take all steps reasonably necessary to assist Cannatrek to propose and implement the Scheme as soon as is reasonably practicable and, without limiting the foregoing, must use reasonable endeavours to ensure that each step in the Timetable is met by the date set out beside that step, including by doing each of the following.

(a) (**Preparation of LGP Notice of Meeting**) Subject to clause 5.1(m), prepare the LGP Notice of Meeting so that it complies with the Corporations Act and the ASX Listing Rules.

(b) (**Consultation with Cannatrek**) Consult with Cannatrek as to the content and presentation of the LGP Notice of Meeting, such consultation to include allowing Cannatrek a reasonable opportunity to review and make comments on successive drafts of the LGP Notice of Meeting a reasonable time before its lodgement with ASX and obtain Cannatrek's written consent to the inclusion of Cannatrek Information (including in respect of the form and context in which Cannatrek Information appears in the LGP Notice of Meeting) prior to lodgement of the LGP Notice of Meeting with ASX. LGP must consider in good faith any comments on drafts of the LGP Notice of Meeting provided by or on behalf of Cannatrek.

(c) (**ASX Review**) As soon as reasonably practicable after the date of this deed but no later than 14 days before the First Court Date, and following Cannatrek giving confirmation or providing changes as contemplated by clause 5.1(m), provide an advanced draft of the LGP Notice of Meeting to ASX for its review and approval for the purposes of the ASX Listing Rules, and to Cannatrek, and keep Cannatrek reasonably informed of any matters raised by ASX in relation to the LGP Notice of Meeting (and of any resolution of those matters).

(d) (**Approval of LGP Notice of Meeting**) As soon as practicable after ASX has provided its approval of the LGP Notice of Meeting, procure that a meeting of the LGP Board is convened for the purpose of approving the LGP Notice of Meeting for despatch to LGP Shareholders.

(e) (**LGP Shareholder Meeting**) Convene the LGP Shareholder Meeting to approve the LGP Resolutions and send the LGP Notice of Meeting to LGP Shareholders.

(f) (**Update LGP Notice of Meeting**) If, after the LGP Notice of Meeting has been sent to LGP Shareholders, it becomes aware of information that is:

(i) not included in the LGP Notice of Meeting and that is:

(A) material for disclosure to LGP Shareholders in deciding whether to approve the LGP Resolutions; or

(B) required to be disclosed to LGP Shareholders under any applicable law or the ASX Listing Rules; or

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(ii) included in the LGP Notice of Meeting and is misleading or deceptive in a material respect in the form and context in which it appears in the LGP Notice of Meeting,

inform LGP Shareholders of the information in an appropriate and timely manner, in accordance with applicable law and the ASX Listing Rules. LGP must consult with Cannatrek as to the form and content of any supplementary disclosure before it is made to LGP Shareholders, and, to the extent reasonably practicable, must provide Cannatrek with a reasonable opportunity to review and comment on such disclosure before it is made and must consider in good faith any comments provided by or on behalf of Cannatrek. To the extent that any supplementary disclosure relates to (or constitutes) Cannatrek Information, it may only be made with Cannatrek's prior written consent (not to be unreasonably withheld or delayed).

(g) (**LGP Information**) Prepare and provide to Cannatrek the LGP Information for inclusion in the Scheme Booklet to comply with all applicable laws, including the Corporations Act and ASIC Regulatory Guide 60 and the ASX Listing Rules relevant to the LGP Information and consult with Cannatrek as to the content and presentation of the LGP Information in the Scheme Booklet, such consultation to include allowing Cannatrek a reasonable opportunity to review and make comments on successive drafts of the LGP Information before lodgement of the Scheme Booklet with ASIC. LGP must consider in good faith any comments on drafts of LGP Information provided by or on behalf of Cannatrek.

(h) (**Scheme Booklet and Court documents**) Promptly provide any assistance or information reasonably requested by Cannatrek in connection with preparation of the Scheme Booklet and any documents required to be filed with the Court in respect of the Scheme, promptly review the drafts of the Scheme Booklet prepared by Cannatrek and promptly provide any comments on those drafts in good faith.

(i) (**Verification**) Undertake appropriate verification processes in relation to the LGP Information and, after those processes have been completed, provide on or before the First Court Date an affidavit to the Court confirming the verification processes undertaken and their completion.

(j) (**Independent Expert information**) Provide all assistance and information reasonably requested by Cannatrek or by the Independent Expert in connection with the preparation of the Independent Expert's Report.

(k) (**Confirmation of LGP Information**) Promptly after Cannatrek requests that it does so and in any event before the Scheme Booklet is provided to ASIC pursuant to section 411(2) of the Corporations Act, procure that a meeting of the board of directors of LGP is held to consider the LGP Information included in the Scheme Booklet as being in a form appropriate for provision to ASIC for review, and either:

(i) confirm in writing to Cannatrek that the LGP Information in the form and context in which it appears in the Scheme Booklet is not misleading or deceptive in any material respect and does not contain any material omission; or

(ii) provide to Cannatrek the changes required to ensure that the LGP Information in the form and context in which it appears in the Scheme Booklet is not misleading or deceptive in any material respect and does not contain any material omission.

(l) (**Approval and consent to inclusion of LGP Information**) As soon as reasonably practicable after the conclusion of the review by ASIC of the Scheme Booklet:

(i) procure that a meeting of the board of directors of LGP is held to consider the LGP Information included in the Scheme Booklet as being in a form appropriate for despatch to Cannatrek Shareholders, subject to approval of the Court; and

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(ii) confirm in writing to Cannatrek that LGP consents to the inclusion of the LGP Information in the Scheme Booklet, in the form and context in which the LGP Information appears.

(m) (**Update LGP Information**) If at any time after the despatch of the Scheme Booklet, LGP becomes aware:

(i) of new information which, were it known at the time of despatch, should have been included in any LGP Information included in that version of the Scheme Booklet; or

(ii) that any part of the LGP Information included in that version of the Scheme Booklet is misleading or deceptive in any material respect (whether by omission or otherwise),

it must advise Cannatrek so that Cannatrek can determine whether supplementary disclosure to Cannatrek Shareholders is required in accordance with (and subject to the terms of) clause 5.1(l).

(n) (**Deed Poll**) At least one week prior to the First Court Date, enter into the Deed Poll and deliver it to Cannatrek.

(o) (**Court representation**) Procure that it is represented by counsel at the Court hearings convened in relation to the Scheme, at which, through its counsel and, if requested by the Court, LGP will undertake to do all such things and take all such steps within its power as may be reasonably necessary in order to ensure the fulfilment of its obligations under this deed and the Scheme.

(p) (**Scheme Consideration**) If the Scheme becomes Effective:

(i) accept a transfer of the Scheme Shares;

(ii) execute instruments of transfer in respect of the Scheme Shares; and

(iii) provide the Scheme Consideration,

in the manner contemplated by clause 4.4 and the terms of the Scheme.

(q) (**Promote Transaction**) Participate in efforts reasonably requested by Cannatrek to promote the merits of the Transaction and the Scheme Consideration, including, where requested by Cannatrek, meeting with key Cannatrek Shareholders.

### 5.4 Appointment of directors - Cannatrek

On the Implementation Date, but subject to the Scheme Consideration having been provided by LGP in accordance with the Scheme and receipt by Cannatrek of signed consents to act, Cannatrek must procure that all directors on the Cannatrek Board or the board of another member of the Cannatrek Group (other than the new directors of Cannatrek appointed pursuant to clause 5.5(a)), resign from the Cannatrek Board or such other board (as applicable).

### 5.5 Appointment of directors - LGP

On the Implementation Date, but subject to receipt by LGP of signed consents to act, LGP must:

(a) take all actions necessary to appoint Brent Dennison, Seth Yakatan and Avraham Huppert as new directors of LGP and other members of the LGP Group; and

(b) procure that all directors on the LGP Board or the board of another member of the LGP Group (other than the new directors of LGP appointed pursuant to clause 5.5(a)), excluding

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Michael Lynch-Bell and Paul Long, resign from the LGP Board or such other board (as applicable).

### 5.6 Conduct of Court proceedings

(a) Cannatrek and LGP are entitled to separate representation at all Court proceedings affecting the Transaction.

(b) Nothing in this deed gives Cannatrek and LGP any right or power to give undertakings to the Court for or on behalf of the other party without that other party's written consent.

## 6. Conduct of Business and Requests for Access

### 6.1 Conduct of Cannatrek business

Subject to clause 6.3, during the period from the date of this deed up to and including the Implementation Date, Cannatrek must, and must procure that each other member of the Cannatrek Group must:

(a) conduct its business and operations in the ordinary course and a manner substantially consistent (subject to any applicable laws and regulations) with past practice;

(b) procure that the working capital of the Cannatrek Group is managed in the ordinary and usual course of the business and operations of the Cannatrek Group and consistent with the manner in which such business and operations have been conducted in the 12 months prior to the date of this deed, including by ensuring that:

(i) Receivables of the Cannatrek Group Members are collected in a manner consistent with the invoicing and collection practices, policies and procedures of the Cannatrek Group in the 12 months prior to the date of this deed;

(ii) Payables of the Cannatrek Group Members are paid in a manner consistent with the payment practices, policies and procedures of the Cannatrek Group in the 12 months prior to the date of this deed;

(iii) the aggregate sum of Payables of the Cannatrek Group Members is not more than $6,800,000 as at the Business Day immediately preceding the Second Court Date; and

(c) procure that the Inventory of the Cannatrek Group Members is managed in the ordinary and usual course of the business and operations of the Cannatrek Group and consistent with the manner in which such business and operations have been conducted in the 12 months prior to the date of this deed, including by ensuring that the aggregate value of the Inventory of the Cannatrek Group Members is not less than $10,000,000; and

(d) use all reasonable endeavours to:

(i) preserve and maintain its relationships with all Government Agencies and all customers, suppliers, licensors, licensees, joint venturers and others with whom it has business dealings;

(ii) keep available the services of the current officers and employees of Cannatrek and other members of the Cannatrek Group;

(iii) not take any action that constitutes an Cannatrek Prescribed Occurrence; and

(iv) keep LGP reasonably informed of any material developments concerning the conduct of its business.

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### 6.2 Conduct of LGP business

Subject to clause 6.3, during the period from the date of this deed up to and including the Implementation Date, LGP must, and must procure that each other member of the LGP Group must:

(a) conduct its business and operations in the ordinary course and a manner substantially consistent (subject to any applicable laws and regulations) with past practice;

(b) procure that the working capital of the LGP Group is managed in the ordinary and usual course of the business and operations of the LGP Group and consistent with the manner in which such business and operations have been conducted in the 12 months prior to the date of this deed, including by ensuring that:

(i) Receivables of the LGP Group Members are collected in a manner consistent with the invoicing and collection practices, policies and procedures of the LGP Group in the 12 months prior to the date of this deed;

(ii) Payables of the LGP Group Members are paid in a manner consistent with the payment practices, policies and procedures of the LGP Group in the 12 months prior to the date of this deed; and

(iii) the aggregate sum of Payables of the LGP Group Members is not more than $7.5 million as at the Business Day immediately preceding the Second Court Date; and

(c) use all reasonable endeavours to:

(i) preserve and maintain its relationships with all Government Agencies and all customers, suppliers, licensors, licensees, joint venturers and others with whom it has business dealings;

(ii) keep available the services of the current officers and employees of LGP and other members of the LGP Group;

(iii) not take any action that constitutes an LGP Prescribed Occurrence; and

(iv) keep Cannatrek reasonably informed of any material developments concerning the conduct of its business.

### 6.3 Permitted conduct

(a) Nothing in clause 6.1 restricts Cannatrek or any member of the Cannatrek Group from taking any action:

(i) required or expressly permitted by this deed or the Scheme;

(ii) required to establish a new distribution site in Queensland, as required for the business of the Cannatrek Group;

(iii) relating to declaration or payment of the Permitted Dividend in accordance with clause 6.7;

(iv) required by any applicable law or regulation, or by an Order; or

(v) agreed to in writing by LGP.

(b) Nothing in clause 6.2 restricts LGP or any member of the LGP Group from taking any action:

(i) required or expressly permitted by this deed or the Scheme;

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(ii) required by any applicable law or regulation, or by an Order;

(iii) agreed to in writing by Cannatrek; or

(iv) to issue securities in LGP pursuant to the conversion and/or exercise of any LGP Convertible Securities on issue as at the date of this deed.

### 6.4 Access to information and co operation

(a) (**Provision of access and information**) During the period from the date of this deed up to and including the Implementation Date, each party (**Responding Party**) must, and must procure each of its Subsidiaries to, respond to reasonable requests from the other party (**Requesting Party**) and its Representatives for information concerning the Responding Party's businesses, financial position, operations and affairs as soon as reasonably practicable after such requests are made, and give the Requesting Party and its Representatives reasonable access to the Responding Party's senior executive team and records, and otherwise provide reasonable co-operation to the Requesting Party and its Representatives, in each case for the purposes of:

(i) the implementation of the Scheme;

(ii) integration planning prior to implementation of the Scheme which, for the avoidance of doubt, does not include ongoing due diligence on the Responding Party; or

(iii) any other purpose that is agreed in writing between the parties.

(b) (**Limits on party's obligations**) The obligations in clauses 6.4(a) and 6.5 do not require Cannatrek or LGP to:

(i) require a member of the Cannatrek Group or LGP Group (as applicable) to take any action that would reasonably be expected to conflict with or violate the entity's constituent documents or any law; or

(ii) require a member of the Cannatrek Group or LGP Group (as applicable) to take any action that would breach an obligation to any person (including any confidentiality obligations) or prejudice its relationship with Government Agencies, ratings agencies, customers, suppliers, licensors, licensees and others having business dealings with it.

(c) The parties acknowledge that all information that is provided pursuant to this clause 6.4 will be provided subject to the terms of the Confidentiality Deed.

### 6.5 Third Party Consents

As soon as practicable after the date of this deed, Cannatrek and LGP must use reasonable endeavours to identify any change of control provisions or unilateral termination rights in any material contract to which a member of the Cannatrek Group is a party that may be triggered or exercised by the implementation of the Transaction. In respect of those contracts:

(a) Cannatrek and LGP must use reasonable endeavours to agree a proposed course of action to obtain any consents or confirmations required (which, among other things, will have due regard to applicable legal restrictions) and then, if agreed between Cannatrek and LGP as part of the agreed course of action, Cannatrek will initiate contact with the relevant counterparties to request that they provide any consents or confirmations required or appropriate. LGP must not contact any counterparties without Cannatrek present or without Cannatrek's prior written consent;

(b) Cannatrek must cooperate with, and provide reasonable assistance to, LGP to obtain such consents or confirmations as expeditiously as possible, including by promptly providing any information reasonably required by counterparties (but nothing in this clause 6.5 requires

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Cannatrek or LGP to incur material expense). A failure by a member of the Cannatrek Group to obtain any required consents or confirmations, or the exercise of a termination right by the relevant counterparty, will not constitute a breach of this deed by Cannatrek and, together with any consequences that arise, will be disregarded when assessing the operation of any other provision of this deed; and

(c) LGP must take all action necessary to comply with any requirements of the counterparties that are reasonably required to obtain the relevant consent or confirmation, including providing any information required and entering into parent guarantees or such other forms of guarantee or security as counterparties may reasonably require and make officers and employees available, where necessary to meet with counterparties to deal with any issues arising in relation to the obtaining of the relevant consent or confirmation.

### 6.6 Directors' and officers' insurance and indemnities

(a) Subject to the Scheme becoming Effective and implementation of the Transaction occurring, LGP undertakes in favour of each member of the Cannatrek Group and each other person who is a director or officer of Cannatrek or of a Subsidiary of Cannatrek that it will:

(i) subject to clause 6.6(e), for a period of seven years from the Implementation Date, ensure that the constitutions of Cannatrek and each other member of the Cannatrek Group continue to contain such rules as are contained in those constitutions at the date of this deed that provide for each company to indemnify each of its current and previous directors and officers against any liability incurred by that person in their capacity as a director or officer of the company to any person other than a member of the Cannatrek Group; and

(ii) procure that each member of the Cannatrek Group complies with any deeds of indemnity, access and insurance made by them in favour of their respective directors and officers from time to time and, without limiting the foregoing, ensure that directors' and officers' run-off insurance cover obtained as contemplated under clause 6.6(b) for such directors and officers is maintained, for a period of seven years from the retirement date of each director and officer.

(b) LGP acknowledges that, notwithstanding any other provision of this deed, Cannatrek may, prior to the Implementation Date, enter into arrangements to secure directors' and officers' run-off insurance for up to such seven year period, and that any actions to facilitate that insurance or in connection therewith will not be an Cannatrek Prescribed Occurrence or breach any provision of this deed.

(c) The undertakings contained in clause 6.6(a) are subject to any Corporations Act restriction and will be read down accordingly.

(d) Cannatrek receives and holds the benefit of this clause 6.6, to the extent it relates to the other Cannatrek Parties, as trustee for them.

(e) The undertakings contained in clause 6.6(a) are given until the earlier of the end of the relevant period specified in clause 6.6(a) or the relevant member of the Cannatrek Group ceasing to be part of the LGP Group.

### 6.7 Permitted Dividend

(a) Subject to:

(i) Net Cash (as at the Implementation Date) being greater than the Cannatrek Cash Floor;

(ii) the Scheme becoming Effective; and



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(iii) clause 6.7(b),

Cannatrek may declare and pay the Permitted Dividend to Cannatrek Shareholders, provided that:

(iv) the Permitted Dividend is to be declared on or prior to the Effective Date ;

(v) the payment date for the Permitted Dividend must be paid only after the Scheme Record Date and at least 1 Business Day prior to the Implementation Date; and

(vi) the Permitted Dividend will be franked to the maximum extent possible, subject to the franking account of Cannatrek not being in deficit after the payment of the Permitted Dividend;

(b) If Cannatrek declares and pays the Permitted Dividend in accordance with clause 6.7(a), the Permitted Dividend:

(i) must be declared and paid in accordance with all applicable laws and the Constitution; and

(ii) must be funded from existing cash reserves of Cannatrek.

## 7. Cannatrek Board Recommendation

### 7.1 Cannatrek Recommendation and Cannatrek Voting Intention Statement

Subject to clauses 7.2 and 7.3, Cannatrek must use reasonable endeavours to ensure that:

(a) the Cannatrek Board unanimously recommends that Cannatrek Shareholders vote in favour of the Scheme at the Scheme Meeting, in the absence of a Cannatrek Superior Proposal and subject to the Independent Expert opining at all times prior to the Second Court Date (including in any update of, or any revision, amendment or supplement to, the Independent Expert's Report) that the Scheme is in the best interests of Cannatrek Shareholders (the ***Cannatrek Recommendation***); and

(b) the Scheme Booklet includes a statement by the Cannatrek Board to that effect, and to the effect that each Cannatrek Director will, in the absence of a Cannatrek Superior Proposal and subject to the Independent Expert opining at all times prior to the Second Court Date (including in any update of, or any revision, amendment or supplement to, the Independent Expert's Report) that the Scheme is in the best interests of Cannatrek Shareholders, vote (or procure the voting of) all Cannatrek Shares held or controlled by them at the time of the Scheme Meeting in favour of the Scheme (the ***Cannatrek Voting Intention Statement***).

### 7.2 Withdrawal of Cannatrek Recommendation or Cannatrek Voting Intention Statement

(a) The obligations in clause 7.1 will cease to apply:

(i) if the Independent Expert opines in the Independent Expert's Report (or any update of, or any revision, amendment or supplement to, the Independent Expert's Report) that the Scheme is not in the best interests of Cannatrek Shareholders;

(ii) if Cannatrek receives a Cannatrek Competing Proposal that constitutes a Cannatrek Superior Proposal;

(iii) in respect of the Cannatrek Recommendation of an Cannatrek Director, if a Court, ASIC, the Takeovers Panel or other Government Agency requires that the Cannatrek Director abstain from making a Cannatrek Recommendation as a result of that Cannatrek Director's interest in the Scheme; or

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(iv) if any event in clause 16.1(a) occurs.

(b) Cannatrek will not be in breach of this deed, and will not be liable to LGP under this deed (except for any liability to pay the Cannatrek Break Fee if clause 14.2 applies), solely as a result of a director of Cannatrek publicly (or otherwise) failing to make, or adversely changing, withdrawing, adversely modifying or adversely qualifying, a Cannatrek Recommendation or Cannatrek Voting Intention Statement as permitted by this clause 7.2.

### 7.3 Qualification of Cannatrek Recommendation or Cannatrek Voting Intention Statement

For the purposes of clauses 7.1, 14.2 and 16, customary qualifications and explanations contained in:

(a) the Scheme Booklet or any public announcement in relation to a Cannatrek Recommendation or Cannatrek Voting Intention Statement to the effect that the Cannatrek Recommendation or Cannatrek Voting Intention Statement is made:

(i) in the absence of a Cannatrek Superior Proposal;

(ii) in respect of any public announcement issued before the issue of the Scheme Booklet, 'subject to the Independent Expert concluding in the Independent Expert's Report (and continuing to conclude) that the Scheme is in the best interests of Cannatrek Shareholders'; or

(iii) in respect of the Scheme Booklet or any public announcements issued at the time of or after the issue of the Scheme Booklet, 'subject to the Independent Expert concluding in the Independent Expert's Report (and continuing to conclude) that the Scheme is in the best interests of Cannatrek Shareholders; or

(b) any public announcement or other statement made by Cannatrek, the Cannatrek Board or any director of Cannatrek to the effect that no action should be taken by Cannatrek Shareholders pending the assessment of a Cannatrek Competing Proposal by the Cannatrek Board,

will not be regarded as a failure to make, or an adverse change, withdrawal, adverse modification or adverse qualification of, a Cannatrek Recommendation or Cannatrek Voting Intention Statement, or an endorsement of a Cannatrek Competing Proposal, and will not contravene this clause 6.7 or trigger clause 14.2 or clause 16.

### 7.4 Confirmation

On the date of this deed, Cannatrek represents and warrants to LGP that, on or before the date of this deed, each Cannatrek Director has confirmed that:

(a) their recommendation in respect of the Scheme is that Cannatrek Shareholders vote in favour of the Scheme at the Scheme Meeting, in the absence of a Cannatrek Superior Proposal and subject to the Independent Expert opining at all times prior to the Second Court Date (including in any update of, or any revision, amendment or supplement to, the Independent Expert's Report) that the Scheme is in the best interests of Cannatrek Shareholders; and

(b) they will, in the absence of a Cannatrek Superior Proposal and subject to the Independent Expert opining at all times prior to the Second Court Date (including in any update of, or any revision, amendment or supplement to, the Independent Expert's Report) that the Scheme is in the best interests of Cannatrek Shareholders, vote (or procure the voting of) all Cannatrek Shares held or controlled by them at the time of the Scheme Meeting in favour of the Scheme,

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and, since giving such confirmation, each such Cannatrek Director has not withdrawn, adversely changed, adversely modified or adversely qualified such confirmation or advised the Cannatrek Board that they intend to do so.

## 8. LGP Board Recommendation

### 8.1 LGP Recommendation and LGP Voting Intention Statement

Subject to clauses 8.2 and 8.3, LGP must use reasonable endeavours to ensure that:

(a) the LGP Board unanimously recommends that LGP Shareholders vote in favour of the LGP Resolutions at the LGP Shareholder Meeting in the absence of a LGP Superior Proposal (the ***LGP Recommendation***); and

(b) the LGP Notice of Meeting includes a statement by the LGP Board to that effect, and to the effect that each LGP Director will, in the absence of a LGP Superior Proposal, vote (or procure the voting of) all LGP Shares held or controlled by them at the time of the LGP Shareholder Meeting in favour of the LGP Resolutions (the ***LGP Voting Intention Statement***).

### 8.2 Withdrawal of LGP Recommendation or LGP Voting Intention Statement

(a) The obligations in clause 8.1 will cease to apply:

(i) if LGP receives a LGP Competing Proposal that constitutes a LGP Superior Proposal;

(ii) in respect of the LGP Recommendation of an LGP Director, if a Court, ASIC, the Takeovers Panel or other Government Agency requires that the LGP Director abstain from making a LGP Recommendation as a result of that LGP Director's interest in the Scheme; or

(iii) if any event in clause 16.1(a) occurs.

(b) LGP will not be in breach of this deed, and will not be liable to Cannatrek under this deed (except for any liability to pay the LGP Break Fee if clause 15.2 applies), solely as a result of a director of LGP publicly (or otherwise) failing to make, or adversely changing, withdrawing, adversely modifying or adversely qualifying, a LGP Recommendation or LGP Voting Intention Statement as permitted by this clause 8.2.

### 8.3 Qualification of LGP Recommendation or LGP Voting Intention Statement

For the purposes of clauses 8.1, 15.2 and 16, customary qualifications and explanations contained in:

(a) the LGP Notice of Meeting or any public announcement in relation to a LGP Recommendation or LGP Voting Intention Statement to the effect that the LGP Recommendation or LGP Voting Intention Statement is made in the absence of a LGP Superior Proposal; or

(b) any public announcement or other statement made by LGP, the LGP Board or any director of LGP to the effect that no action should be taken by LGP Shareholders pending the assessment of a LGP Competing Proposal by the LGP Board,

will not be regarded as a failure to make, or an adverse change, withdrawal, adverse modification or adverse qualification of, a LGP Recommendation or LGP Voting Intention Statement, or an endorsement of a LGP Competing Proposal, and will not contravene this clause 8 or trigger clause 15.2 or clause 16.

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### 8.4 Confirmation

On the date of this deed, LGP represents and warrants to Cannatrek that, on or before the date of this deed, each LGP Director has confirmed that:

(a) their recommendation in respect of the LGP Resolutions is that LGP Shareholders vote in favour of the LGP Resolutions at the LGP Shareholder Meeting, in the absence of a LGP Superior Proposal; and

(b) they will, in the absence of a LGP Superior Proposal, vote (or procure the voting of) all LGP Shares held or controlled by them at the time of the LGP Shareholder Meeting in favour of the LGP Resolutions,

and, since giving such confirmation, each such LGP Director has not withdrawn, adversely changed, adversely modified or adversely qualified such confirmation or advised the LGP Board that they intend to do so.

## 9. Representations and warranties

### 9.1 LGP Representations and Warranties

(a) LGP represents and warrants to Cannatrek (in its own right and separately as trustee or nominee for each of the other Cannatrek Parties) that each LGP Representation and Warranty is true and correct.

(b) LGP acknowledges and agrees that the LGP Representations and Warranties and the indemnities in this deed are made or given by LGP subject to any facts, matters, circumstances, events and acts that:

(i) are expressly provided for in this deed;

(ii) are Fairly Disclosed in LGP Disclosure Letter;

(iii) Fairly Disclosed to ASX within 12 months prior to the date of this deed or which would be disclosed in a search of ASIC records or the PPS Register or the public records maintained by any court in Australia in relation to LGP or a Subsidiary of LGP (as relevant) as at the date of this deed; or

(iv) relate to an issue of securities in LGP pursuant to the conversion and/or exercise of any LGP Convertible Securities on issue as at the date of this deed.

(c) LGP indemnifies Cannatrek against, and must pay Cannatrek on demand the amount of, any losses, liabilities, damages, costs, charges or expenses suffered or incurred by any member of the Cannatrek Group as a result of, or in connection with, a breach of a LGP Representation and Warranty.

### 9.2 Cannatrek Representations and Warranties

(a) Cannatrek represents and warrants to LGP (in its own right and separately as trustee or nominee for each of the other LGP Parties) that each Cannatrek Representation and Warranty is true and correct in all material respects.

(b) LGP acknowledges and agrees that the Cannatrek Representations and Warranties and the indemnities in this deed are made or given by Cannatrek subject to any facts, matters, circumstances, events and acts that:

(i) are expressly provided for in this deed;

(ii) are Fairly Disclosed in the Cannatrek Disclosure Letter; or

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(iii) Fairly Disclosed to the public within 6 months prior to the date of this deed or which would be disclosed in a search of ASIC records or the PPS Register or the public records maintained by any court in Australia in relation to Cannatrek or a Subsidiary of Cannatrek (as relevant) as at the date of this deed.

(c) Cannatrek indemnifies LGP against, and must pay LGP on demand the amount of, any losses, liabilities, damages, costs, charges or expenses suffered or incurred by any member of the LGP Group as a result of, or in connection with, a breach of an Cannatrek Representation and Warranty.

### 9.3 Timing of representations and warranties

Unless expressed to be given at a particular time or during a particular period (in which case it is given at that time or during that period), each LGP Representation and Warranty and each Cannatrek Representation and Warranty is given:

(a) at the date of this deed; and

(b) at 8.00am on the Second Court Date.

### 9.4 Certificates

(a) On the Business Day immediately preceding the Second Court Date, LGP must provide to Cannatrek a certificate confirming (in respect of matters within its knowledge) as at date of the certificate:

(i) each LGP Representation and Warranty is true and correct;

(ii) LGP is not in breach of clause 6.2.

(b) On Business Day immediately preceding the Second Court Date, Cannatrek must provide to LGP a certificate confirming (in respect of matters within its knowledge) as at the date of the certificate:

(i) each Cannatrek Representation and Warranty is true and correct; and

(ii) Cannatrek is not in breach of clause 6.1.

(c) Each party must provide to the other party a draft of the certificate pursuant to clause 9.4(a) by 5.00pm on the day that is two Business Days prior to the Second Court Date.

(d) If Cannatrek or LGP are unable to provide a certificate under clause 9.4(a) confirming each LGP Representation and Warranty and Cannatrek Representation and Warranty (as the context requires) is true and correct and:

(i) if the recipient of the notice is Cannatrek, the Cannatrek Group has not breached clause 6.1; or

(ii) if the recipient of the notice is LGP, the LGP Group has not breached clause 6.2;

the recipient of the notice may terminate this deed by notice in writing to the other party, provided that there has been no failure by that party to comply with its obligations under this clause 9.4, in which case clause 16.3 will have effect.

### 9.5 Survival of representations

Each LGP Representation and Warranty and Cannatrek Representation and Warranty:

(a) is severable; and

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(b) survives the termination of this deed (but does not survive, and will be taken to have no further force or effect following, implementation of the Scheme).

### 9.6 No representation or reliance

(a) Each party acknowledges that no party (nor any person acting on its behalf) has made any representation or other inducement to it to enter into this deed, except for representations or inducements expressly set out in this deed and (to the maximum extent permitted by law) all other representations, warranties and conditions implied by statute or otherwise in relation to any matter relating to this deed, the circumstances surrounding the parties' entry into it and the transactions contemplated by it are expressly excluded.

(b) Each party acknowledges and confirms that it does not enter into this deed in reliance on any representation or other inducement by or on behalf of any other party, except for any representation or inducement expressly set out in this deed.

## 10. Releases

### 10.1 Cannatrek Parties

(a) Without limiting LGP's rights under clause 14, LGP releases its rights against, and agrees with Cannatrek that it will not make a Claim against, any Cannatrek Party (other than Cannatrek) in connection with:

(i) any breach of any representation, covenant and warranty of Cannatrek in this deed; or

(ii) any disclosure made (at any time) by any Cannatrek Party that contains any statement which is false or misleading whether in content or by omission,

except to the extent the relevant Cannatrek Party has acted fraudulently.

(b) This clause 10.1 is subject to any Corporations Act restriction and will (if and to the extent required) be read down accordingly. Cannatrek receives and holds the benefit of this clause 10.1 as trustee for each other Cannatrek Party.

### 10.2 LGP Parties

(a) Without limiting Cannatrek's rights under clause 15, Cannatrek releases its rights against, and agrees with LGP that it will not make a Claim against, any LGP Party (other than LGP) in connection with:

(i) any breach of any representation, covenant and warranty of LGP in this deed; or

(ii) any disclosure made (at any time) by any LGP Party that contains any statement which is false or misleading whether in content or by omission,

except to the extent that the relevant LGP Party has acted fraudulently.

(b) This clause 10.2 is subject to any Corporations Act restriction and will (if and to the extent required) be read down accordingly. LGP receives and holds the benefit of this clause 10.2 as trustee for each other LGP Party.

## 11. Public Announcements

### 11.1 Announcement of the Transaction

Immediately after the execution of this deed, Cannatrek and LGP must each issue a public announcement in a form previously agreed to in writing between the parties. Subject always to the

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qualifications and limitations in clause 6.7 and elsewhere in this deed, the Cannatrek announcement must include the Recommendation and Voting Intention Statement contemplated under clause 7.1.

### 11.2 Other public announcements

Prior to making any public announcement or disclosure of or in relation to the Transaction or any other transaction the subject of this deed or the Scheme, each party must, to the extent reasonably practicable and lawful, consult with the other party as to the timing, form and content of that announcement or disclosure. For the avoidance of doubt, this clause 11.2 does not apply to any announcement or disclosure relating to a Cannatrek Competing Proposal or LGP Competing Proposal.

## 12. Exclusivity - Cannatrek

### 12.1 No current discussions regarding a Cannatrek Competing Proposal

Cannatrek represents and warrants that, as at the date of this deed, it is not in negotiations or discussions in respect of any Cannatrek Competing Proposal with any Third Party, and has ceased any existing negotiations or discussions, with any person in respect of any actual, proposed or potential Cannatrek Competing Proposal.

### 12.2 No-shop, no talk and no due diligence

(a) During the Exclusivity Period, Cannatrek agrees it will not (and will procure that each of its Related Entities, and that each of its and its Related Entities' Representatives do not) directly or indirectly:

(i) solicit, invite, encourage or initiate (including by the provision of non-public information to any Third Party) any actual, proposed or potential Cannatrek Competing Proposal or any negotiations, discussions or communication with any Third Party in relation to, or that may reasonably be expected to encourage or lead to, the making of, an actual, proposed or potential Cannatrek Competing Proposal, or communicate to any person an intention to do anything referred to in this clause 12.2(a)(i);

(ii) subject to clause 12.2(b):

(A) enter into, continue or participate in negotiations or discussions with, or enter into any agreement or understanding with, any Third Party in relation to, or that may reasonably be expected to lead to, an actual, proposed or potential Cannatrek Competing Proposal;

(B) communicate to any person an intention to do anything referred to in this clause 12.2(a)(ii); or

(iii) subject to clause 12.2(b), make available to any Third Party or permit any Third Party to receive any non-public information relating to Cannatrek or any of its Related Entities in connection with such Third Party formulating, developing or finalising, or assisting in the formulation, development or finalisation of an actual, proposed or potential Cannatrek Competing Proposal.

(b) Each of clauses 12.2(a)(ii), 12.2(a)(iii) and 12.3(b) do not apply to the extent that they restrict Cannatrek or any of its Representatives from taking or refraining from taking any action with respect to a genuine actual, proposed or potential Cannatrek Competing Proposal (which was not solicited, invited, encouraged or initiated in breach of clause 12.2(a)(i)), provided that Cannatrek's board of directors has first determined, in good faith:

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(i) after consultation with Cannatrek's Advisers, that such actual, proposed or potential Cannatrek Competing Proposal is, or could reasonably be expected to lead to, a Cannatrek Superior Proposal; and

(ii) after receiving written legal advice from its Advisers, that compliance with clauses 12.2(a)(ii), 12.2(a)(iii) or 12.3(b), as the case may be, would, or would be reasonably likely to, constitute a breach of any of the fiduciary or statutory duties of any member of Cannatrek's board of directors.

### 12.3 Notification by Cannatrek

(a) During the Exclusivity Period, Cannatrek must notify LGP of any approach, inquiry or request to initiate any negotiations or discussions in respect of any Cannatrek Competing Proposal which is received by Cannatrek in writing, whether direct, indirect, solicited or unsolicited, within two Business Days of becoming aware of such matter.

(b) Subject to clause 12.2(b), a notification given under clause 12.3(a) must include a summary of the material terms and conditions of the Cannatrek Competing Proposal (if any) and the identity of the Third Party making or proposing the Cannatrek Competing Proposal.

### 12.4 Compliance with law

This clause 12 imposes obligations on Cannatrek only to the extent that the performance of all or part of those obligations:

(a) does not constitute unacceptable circumstances as declared by the Australian Takeovers Panel;

(b) does not require any member of the Cannatrek Board to take or fail to take any action that would, or would reasonably be likely to, constitute a breach of their fiduciary or statutory duties; or

(c) is not determined to be unlawful by a court (including by virtue of it being a breach of the Cannatrek Board's fiduciary or statutory duties).

### 12.5 LGP matching right

(a) During the Exclusivity Period, Cannatrek must not, and must procure that each member of the Cannatrek Group does not, enter into any definitive agreement pursuant to which Cannatrek or another member of the Cannatrek Group agrees to undertake or implement or otherwise give effect to an actual, proposed or potential Cannatrek Competing Proposal (and, for the avoidance of doubt, this does not include Cannatrek entering into a confidentiality agreement or like agreement in relation to an actual, proposed or potential Cannatrek Competing Proposal that only provides for the provision of information, conduct of due diligence and other matters commonly found in a confidentiality agreement), and must use its reasonable endeavours to ensure that none of its directors:

(i) withdraws or adversely changes, adversely modifies or adversely qualifies their support of the Scheme or their recommendation that Cannatrek Shareholders vote in favour of the Scheme; or

(ii) supports or endorses a Cannatrek Competing Proposal or recommends that Cannatrek Shareholders accept or vote in favour of a Cannatrek Competing Proposal, unless:

(A) the Cannatrek Board acting in good faith and in order to satisfy what the Cannatrek Board considers to be its statutory or fiduciary duties (having received written legal advice from its external legal advisers) determines that

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the actual, proposed or potential Cannatrek Competing Proposal is, would be or would be reasonably likely to be, a Cannatrek Superior Proposal;

(B) Cannatrek has provided LGP with the material details of the actual, proposed or potential Cannatrek Competing Proposal, which will include the information referred to in clause 12.3;

(C) Cannatrek has given LGP at least five Business Days after the date of the provision of the information referred to in clause 12.5(a)(ii)(B) to provide a matching or Cannatrek Superior Proposal (which may include amendments to the terms of the Scheme) to the terms of the actual, proposed or potential Cannatrek Competing Proposal (***LGP Counterproposal***); and

(D) LGP has not provided to Cannatrek a LGP Counterproposal by the expiry of the 5 Business Day period in clause 12.5(a)(ii)(C).

(b) If LGP provides a LGP Counterproposal to Cannatrek by the expiry of the 5 Business Day period in clause 12.5(a)(ii)(C), then Cannatrek must use reasonable endeavours to procure that the Cannatrek Board considers the LGP Counterproposal and if the Cannatrek Board determines that LGP Counterproposal would provide a superior outcome for Cannatrek Shareholders as a whole compared with the Cannatrek Competing Proposal, taking into account all of the terms and conditions of LGP Counterproposal, then Cannatrek and LGP must use their best endeavours to agree the amendments to this deed, the Scheme and the Deed Poll (as applicable) that are reasonably necessary to give effect to and implement the LGP Counterproposal, in each case as soon as reasonably practicable.

(c) For the purposes of this clause 12.5, each successive material modification of any actual, proposed or potential Cannatrek Competing Proposal will constitute a new actual, proposed or potential Cannatrek Competing Proposal, and the procedures set out in this clause 12.5 must again be followed prior to any member of the Cannatrek Group entering into any definitive agreement of the type referred to in the first paragraph of clause 12.5(a)) in respect of such actual, proposed or potential Cannatrek Competing Proposal.

(d) Despite any other provision in this deed, any public announcement or other statement by Cannatrek, the Cannatrek Board or any Cannatrek Director to the effect that:

(i) the Cannatrek Board has determined that a Cannatrek Competing Proposal is a Cannatrek Superior Proposal and has commenced the matching right process set out in this clause 12.5; or

(ii) the Cannatrek Shareholders should take no action pending the completion of the matching right process set out in this clause 12.5,

does not of itself:

(iii) constitute a failure to make, or an adverse change, withdrawal, adverse modification or adverse qualification of, a recommendation that Cannatrek Shareholders vote in favour of the Scheme or an endorsement of a Cannatrek Competing Proposal;

(iv) contravene clause 7.1 or any other provision of this deed;

(v) give rise to an obligation to pay the Cannatrek Break Fee under clause 14; or

(vi) give rise to a termination right under clause 16 or any other provision of this deed.

### 12.6 Normal provision of information

Nothing in this clause 12 prevents a party from:

(a) providing information to its Representatives, Advisers or financiers;



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(b) providing information to any Government Agency;

(c) providing information to its auditors, customers, financiers, joint venturers and suppliers acting in that capacity in the ordinary course of business;

(d) providing information required to be provided by law, including to any Government Agency;

(e) making presentations to, and responding to enquiries from, brokers, portfolio investors, analysts, institutional investors and institutional lenders in the ordinary course in relation to its business generally; or

(f) engaging with its shareholders (in their capacity as a shareholder) in the ordinary course in relation to the Cannatrek Group.

## 13. Exclusivity - LGP

### 13.1 No current discussions regarding a LGP Competing Proposal

LGP represents and warrants that, as at the date of this deed, it is not in negotiations or discussions in respect of any LGP Competing Proposal with any Third Party, and has ceased any existing negotiations or discussions, with any person in respect of any actual, proposed or potential LGP Competing Proposal.

### 13.2 No-shop, no talk and no due diligence

(a) During the Exclusivity Period, LGP agrees it will not (and will procure that each of its Related Entities, and that each of its and its Related Entities' Representatives do not) directly or indirectly:

(i) solicit, invite, encourage or initiate (including by the provision of non-public information to any Third Party) any actual, proposed or potential LGP Competing Proposal or any negotiations, discussions or communication with any Third Party in relation to, or that may reasonably be expected to encourage or lead to, the making of, an actual, proposed or potential LGP Competing Proposal, or communicate to any person an intention to do anything referred to in this clause 13.2(a)(i);

(ii) subject to clause 13.2(b):

(A) enter into, continue or participate in negotiations or discussions with, or enter into any agreement or understanding with, any Third Party in relation to, or that may reasonably be expected to lead to, an actual, proposed or potential LGP Competing Proposal;

(B) communicate to any person an intention to do anything referred to in this clause 13.2(a)(ii); or

(iii) subject to clause 13.2(b), make available to any Third Party or permit any Third Party to receive any non-public information relating to LGP or any of its Related Entities in connection with such Third Party formulating, developing or finalising, or assisting in the formulation, development or finalisation of an actual, proposed or potential LGP Competing Proposal.

(b) Each of clauses 13.2(a)(ii), 13.2(a)(iii) and 13.3(b) do not apply to the extent that they restrict LGP or any of its Representatives from taking or refraining from taking any action with respect to a genuine actual, proposed or potential LGP Competing Proposal (which was not solicited, invited, encouraged or initiated in breach of clause 13.2(a)(i)), provided that LGP's board of directors has first determined, in good faith:

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(i) after consultation with LGP's Advisers, that such actual, proposed or potential LGP Competing Proposal is, or could reasonably be expected to lead to, a LGP Superior Proposal; and

(ii) after receiving written legal advice from its Advisers, that compliance with clauses 13.2(a)(ii), 13.2(a)(iii) and 13.3(b), as the case may be, would, or would be reasonably likely to, constitute a breach of any of the fiduciary or statutory duties of any member of LGP's board of directors.

### 13.3 Notification by LGP

(a) During the Exclusivity Period, LGP must notify Cannatrek of any approach, inquiry or request to initiate any negotiations or discussions in respect of any LGP Competing Proposal which is received by LGP in writing, whether direct, indirect, solicited or unsolicited, within two Business Days of becoming aware of such matter.

(b) Subject to clause 13.2(b), a notification given under clause 13.3(a) must include a summary of the material terms and conditions of the LGP Competing Proposal (if any) and the identity of the Third Party making or proposing the LGP Competing Proposal.

### 13.4 Compliance with law

This clause 13 imposes obligations on LGP only to the extent that the performance of all or part of those obligations:

(a) does not constitute unacceptable circumstances as declared by the Australian Takeovers Panel;

(b) does not require any member of the LGP Board to take or fail to take any action that would, or would reasonably be likely to, constitute a breach of their fiduciary or statutory duties; or

(c) is not determined to be unlawful by a court (including by virtue of it being a breach of the LGP Board's fiduciary or statutory duties).

### 13.5 Cannatrek matching right

(a) During the Exclusivity Period, LGP must not, and must procure that each member of the LGP Group does not, enter into any definitive agreement pursuant to which LGP or another member of the LGP Group agrees to undertake or implement or otherwise give effect to an actual, proposed or potential LGP Competing Proposal (and, for the avoidance of doubt, this does not include LGP entering into a confidentiality agreement or like agreement in relation to an actual, proposed or potential LGP Competing Proposal that only provides for the provision of information, conduct of due diligence and other matters commonly found in a confidentiality agreement), and must use its reasonable endeavours to ensure that none of its directors:

(i) withdraws or adversely changes, adversely modifies or adversely qualifies their support of the LGP Resolutions or their recommendation that LGP Shareholders vote in favour of the LGP Resolutions; or

(ii) supports or endorses a LGP Competing Proposal or recommends that LGP Shareholders accept or vote in favour of a LGP Competing Proposal, unless:

(A) the LGP Board acting in good faith and in order to satisfy what the LGP Board considers to be its statutory or fiduciary duties (having received written legal advice from its external legal advisers) determines that the actual, proposed or potential LGP Competing Proposal is, would be or would be reasonably likely to be, a LGP Superior Proposal;

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(B) LGP has provided Cannatrek with the material details of the actual, proposed or potential LGP Competing Proposal, which will include the information referred to in clause 13.3;

(C) LGP has given Cannatrek at least five Business Days after the date of the provision of the information referred to in clause 13.5(a)(ii)(B) to provide a matching or LGP Superior Proposal (which may include amendments to the terms of the Scheme) to the terms of the actual, proposed or potential LGP Competing Proposal (***Cannatrek Counterproposal***); and

(D) Cannatrek has not provided to LGP a Cannatrek Counterproposal by the expiry of the 5 Business Day period in clause 13.5(a)(ii)(C).

(b) If Cannatrek provides a Cannatrek Counterproposal to LGP by the expiry of the 5 Business Day period in clause 13.5(a)(ii)(C), then LGP must use reasonable endeavours to procure that the LGP Board considers the Cannatrek Counterproposal and if the LGP Board determines that Cannatrek Counterproposal would provide a superior outcome for LGP Shareholders as a whole compared with the LGP Competing Proposal, taking into account all of the terms and conditions of Cannatrek Counterproposal, then LGP and Cannatrek must use their best endeavours to agree the amendments to this deed, the Scheme and the Deed Poll (as applicable) that are reasonably necessary to give effect to and implement the Cannatrek Counterproposal, in each case as soon as reasonably practicable.

(c) For the purposes of this clause 13.5, each successive material modification of any actual, proposed or potential LGP Competing Proposal will constitute a new actual, proposed or potential LGP Competing Proposal, and the procedures set out in this clause 13.5 must again be followed prior to any member of the LGP Group entering into any definitive agreement of the type referred to in the first paragraph of clause 13.5(a)) in respect of such actual, proposed or potential LGP Competing Proposal.

(d) Despite any other provision in this deed, any public announcement or other statement by LGP, the LGP Board or any LGP Director to the effect that:

(i) the LGP Board has determined that a LGP Competing Proposal is a LGP Superior Proposal and has commenced the matching right process set out in this clause 13.5; or

(ii) the LGP Shareholders should take no action pending the completion of the matching right process set out in this clause 13.5,

does not of itself:

(iii) constitute a failure to make, or an adverse change, withdrawal, adverse modification or adverse qualification of, a recommendation that LGP Shareholders vote in favour of the LGP Resolutions or an endorsement of a LGP Competing Proposal;

(iv) contravene clause 8.1 or any other provision of this deed;

(v) give rise to an obligation to pay the LGP Break Fee under clause 15; or

(vi) give rise to a termination right under clause 16 or any other provision of this deed.

### 13.6 Normal provision of information

Nothing in this clause 13 prevents a party from:

(a) providing information to its Representatives, Advisers or financiers;

(b) providing information to any Government Agency;

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(c) providing information to its auditors, customers, financiers, joint venturers and suppliers acting in that capacity in the ordinary course of business;

(d) providing information required to be provided by law, including to any Government Agency;

(e) making presentations to, and responding to enquiries from, brokers, portfolio investors, analysts, institutional investors and institutional lenders in the ordinary course in relation to its business generally; or

(f) engaging with its shareholders (in their capacity as a shareholder) in the ordinary course in relation to the LGP Group.

## 14. Cannatrek Break Fee

### 14.1 Background

This clause 14 has been agreed to in circumstances where:

(a) Cannatrek acknowledges that, if LGP enters into this deed and the Scheme is subsequently not implemented, LGP will have incurred significant costs, including significant opportunity costs;

(b) LGP requested provision be made for the relevant payment outlined in this clause 14, without which it would not have entered into this deed;

(c) the Cannatrek Board believes that it is appropriate to agree to the payment referred to in this clause 14 to secure LGP's entry into this deed; and

(d) Cannatrek has received separate legal advice in relation to this deed and the operation of this clause 14.

The parties acknowledge and agree that the costs actually incurred by LGP as referred to in clause 14.1(a) will be of such nature that they cannot be accurately ascertained, but that the Cannatrek Break Fee is a genuine and reasonable pre-estimate of the minimum cost and loss that would actually be suffered by LGP.

### 14.2 Payment of Cannatrek Break Fee

Subject to clauses 14.3 and 14.6, Cannatrek must pay LGP the Cannatrek Break Fee if:

(a) during the Exclusivity Period, any of Cannatrek Directors make a public statement:

(i) withdrawing or adversely changing or adversely modifying their Cannatrek Recommendation or Cannatrek Voting Intention Statement; or

(ii) supporting or endorsing a Cannatrek Competing Proposal,

in each case provided that LGP has terminated this deed in accordance with clause 16.1(b) or Cannatrek has terminated this deed in accordance with clause 16.1(d), and unless:

(iii) the Independent Expert concludes in the Independent Expert's Report (or any update of, or revision, amendment or supplement to, that report) that the Scheme is not in the best interests of Cannatrek Shareholders (except where the sole or dominant reason for that conclusion is the existence, announcement or publication of a Cannatrek Competing Proposal (including a Cannatrek Superior Proposal));

(iv) the withdrawal or adverse change or adverse modification is permitted by clause 7.2(a)(iii) or clause 7.3; or

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(v) Cannatrek is (or would have been) entitled to terminate this deed pursuant to clause 16.1(a) or clause 16.2;

(b) during the Exclusivity Period, a Cannatrek Competing Proposal is announced by a Third Party and, within six months after that occurring, the Third Party or an Associate of the Third Party:

(i) completes in all material respects a transaction of the kind referred to in paragraphs (b), (c) or (d) of the definition of Cannatrek Competing Proposal; or

(ii) has a Relevant Interest in at least 50% of Cannatrek Shares under a transaction that is or has become wholly unconditional or otherwise comes to control (within the meaning of section 50AA of the Corporations Act) Cannatrek; or

(c) LGP validly terminates this deed under clause 16.1(a)(i) or 16.1(b) and the Transaction does not complete.

### 14.3 Payment conditions

(a) Notwithstanding the occurrence of any event under clause 14.2, no amount is payable under that clause if the Scheme becomes Effective.

(b) Cannatrek can only ever be liable to pay the Cannatrek Break Fee once.

### 14.4 Timing of payment

(a) If the Cannatrek Break Fee is payable under this clause 14, Cannatrek must pay the Cannatrek Break Fee without set-off or withholding within ten Business Days of receipt of a demand for payment from LGP.

(b) A demand by LGP for payment of the Cannatrek Break Fee under clause 14.2 must:

(i) be in writing;

(ii) be made after the occurrence of the event in that clause giving rise to the right to payment;

(iii) state the circumstances which give rise to the demand; and

(iv) nominate an account in the name of LGP into which Cannatrek is to pay the Cannatrek Break Fee.

### 14.5 Nature of payment

The amount payable by Cannatrek to LGP under clause 14.2 is an amount to compensate LGP for:

(a) advisory costs (including costs of Advisers other than success fees);

(b) costs of management and directors' time;

(c) out-of-pocket expenses; and

(d) opportunity costs incurred in pursuing the Transaction or in not pursuing other alternative acquisitions or strategic initiatives which could have been developed to further business and objectives,

incurred by LGP.

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### 14.6 Compliance with law

(a) This clause 14 imposes obligations on Cannatrek only to the extent that the performance of all or part of those obligations:

(i) does not constitute unacceptable circumstances as declared by the Australian Takeovers Panel, including in relation to the amount of the break fee; and

(ii) is not determined to be unlawful by a court (including by virtue of it being a breach of the Cannatrek Board's fiduciary or statutory duties),

subject to all proper avenues of appeal and review, judicial and otherwise, having been exhausted.

(b) The parties must not make, or cause or permit to be made, any application to the Australian Takeovers Panel or a court for or in relation to a declaration or determination of a kind referred to in clause 14.6(a).

### 14.7 Limitation of liability

(a) Despite anything to the contrary in this deed (but subject to clause 14.7(c)), the maximum aggregate amount that Cannatrek (and the Cannatrek Group) is required to pay to LGP in relation to or under this deed (including as a result of any breach of this deed by Cannatrek) is the amount of the Cannatrek Break Fee and in no event will the aggregate liability of Cannatrek (and the Cannatrek Group) under this deed or in connection with the Transaction or the Scheme (including, but not limited to, for any and all Claims, actions, damages, losses, liabilities, costs, expenses or payments of whatever nature and however arising in connection with this deed) exceed the amount of the Cannatrek Break Fee.

(b) Where the Cannatrek Break Fee is paid by Cannatrek to LGP in accordance with this deed (or the Cannatrek Break Fee would be payable if LGP made a written demand under clause 14.4):

(i) LGP cannot make any Claim against Cannatrek, any member of the Cannatrek Group or their Representatives, under or in connection with this deed; and

(ii) Cannatrek has no further liability to LGP (or any member of the LGP Group) under or in connection with this deed, the Transaction or the Scheme (including, but not limited to, for any Claim, action, damage, loss, liability, cost, expense or payment of whatever nature and however arising in connection with this deed, the Transaction or the Scheme).

(c) Clauses 14.7(a) and 14.7(b) do not apply in respect of a wilful or intentional breach of this deed by Cannatrek. Nothing in this deed, including this clause 14, will limit LGP's right to recover damages (whether on its own benefit or on behalf of a person for whom LGP holds rights on trust under this deed) for any wilful or intentional breach of any provision of this deed by Cannatrek in excess of an amount equal to the Cannatrek Break Fee, or otherwise limit any other remedy available to LGP under this deed.

(d) Cannatrek acknowledges and agrees that LGP is entitled to seek specific performance or injunctive relief as a remedy for any actual or threatened breach, in addition to any other remedies available at law or in equity under or independently of this deed, and that damages or payment of the Cannatrek Break Fee may not be an adequate remedy for LGP for any breach of this deed.

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## 15. LGP Break Fee

### 15.1 Background

This clause 15 has been agreed to in circumstances where:

(a) LGP believes the implementation of the Scheme will provide significant benefits to it and its shareholders, and acknowledges that, if Cannatrek enters into this deed and the Scheme is subsequently not implemented, Cannatrek will have incurred significant costs, including significant opportunity costs;

(b) Cannatrek requested provision be made for the relevant payment outlined in this clause 15, without which it would not have entered into this deed;

(c) LGP believes that it is appropriate to agree to the payment referred to in this clause 15 to secure Cannatrek's entry into this deed; and

(d) LGP has received separate legal advice in relation to this deed and the operation of this clause 15.

The parties acknowledge and agree that the costs actually incurred by Cannatrek as referred to in clause 15.1(a) will be of such nature that they cannot be accurately ascertained, but that LGP Break Fee is a genuine and reasonable pre-estimate of the minimum cost and loss that would actually be suffered by Cannatrek.

### 15.2 Payment of LGP Break Fee

Subject to clauses 15.3 and 15.6, LGP must pay Cannatrek the LGP Break Fee if:

(a) during the Exclusivity Period, any of LGP Directors make a public statement:

(i) withdrawing or adversely changing or adversely modifying their LGP Recommendation or LGP Voting Intention Statement; or

(ii) supporting or endorsing a LGP Competing Proposal,

in each case provided that Cannatrek has terminated this deed in accordance with clause 16.1(e) or LGP has terminated this deed in accordance with clause 16.1(f), and unless:

(iii) the withdrawal or adverse change or adverse modification is permitted by clause 8.2(a)(ii) or clause 8.3; or

(iv) LGP is (or would have been) entitled to terminate this deed pursuant to clause 16.1(a) or clause 16.2;

(b) during the Exclusivity Period, a LGP Competing Proposal is announced by a Third Party and, within six months after that occurring, the Third Party or an Associate of the Third Party:

(i) completes in all material respects a transaction of the kind referred to in paragraphs (b), (c) or (d) of the definition of LGP Competing Proposal; or

(ii) has a Relevant Interest in at least 50% of LGP Shares under a transaction that is or has become wholly unconditional or otherwise comes to control (within the meaning of section 50AA of the Corporations Act) LGP; or

(c) Cannatrek validly terminates this deed under clause 16.1(a)(i) or 16.1(b) and the Transaction does not complete.

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### 15.3 Payment conditions

(a) Notwithstanding the occurrence of any event under clause 15.2, no amount is payable under that clause if the Scheme becomes Effective.

(b) LGP can only ever be liable to pay the LGP Break Fee once.

### 15.4 Timing of payment

(a) If the LGP Break Fee is payable under this clause 15, LGP must pay the LGP Break Fee without set-off or withholding within ten Business Days of receipt of a demand for payment from Cannatrek.

(b) A demand by Cannatrek for payment of the LGP Break Fee under clause 15.2 must:

(i) be in writing;

(ii) be made after the occurrence of the event in that clause giving rise to the right to payment;

(iii) state the circumstances which give rise to the demand; and

(iv) nominate an account in the name of Cannatrek into which LGP is to pay LGP Break Fee.

### 15.5 Nature of payment

The amount payable by LGP to Cannatrek under clause 15.2 is an amount to compensate Cannatrek for:

(a) advisory costs (including costs of Advisers other than success fees);

(b) costs of management and directors' time;

(c) out-of-pocket expenses; and

(d) opportunity costs incurred in pursuing the Transaction or in not pursuing other alternative acquisitions or strategic initiatives which could have been developed to further business and objectives,

incurred by Cannatrek.

### 15.6 Compliance with law

(a) This clause 15 imposes obligations on LGP only to the extent that the performance of all or part of those obligations:

(i) does not constitute unacceptable circumstances as declared by the Australian Takeovers Panel, including in relation to the amount of the break fee; and

(ii) is not determined to be unlawful by a court (including by virtue of it being a breach of LGP's directors' fiduciary or statutory duties),

subject to all proper avenues of appeal and review, judicial and otherwise, having been exhausted.

(b) The parties must not make, or cause or permit to be made, any application to the Australian Takeovers Panel or a court for or in relation to a declaration or determination of a kind referred to in clause 15.6(a).

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### 15.7 Limitation of liability

(a) Despite anything to the contrary in this deed (but subject to clause 15.7(c)), the maximum aggregate amount that LGP (and the LGP Group) is required to pay to Cannatrek in relation to or under this deed (including as a result of any breach of this deed by LGP) is the amount of LGP Break Fee and in no event will the aggregate liability of LGP (and the LGP Group) under this deed or in connection with the Transaction or the Scheme (including, but not limited to, for any and all Claims, actions, damages, losses, liabilities, costs, expenses or payments of whatever nature and however arising in connection with this deed) exceed the amount of LGP Break Fee.

(b) Where LGP Break Fee is paid by LGP to Cannatrek in accordance with this deed (or LGP Break Fee would be payable if Cannatrek made a written demand under clause 15.5):

(i) Cannatrek cannot make any Claim against LGP, any member of the LGP Group or their Representatives, under or in connection with this deed; and

(ii) LGP has no further liability to Cannatrek (or any member of the Cannatrek Group) under or in connection with this deed, the Transaction or the Scheme (including, but not limited to, for any Claim, action, damage, loss, liability, cost, expense or payment of whatever nature and however arising in connection with this deed, the Transaction or the Scheme).

(c) Clauses 15.7(a) and 15.7(b) do not apply in respect of a wilful or intentional breach of this deed by LGP. Nothing in this deed, including this clause 15, will limit Cannatrek's right to recover damages (whether on its own benefit or on behalf of a person for whom Cannatrek holds rights on trust under this deed) for any wilful or intentional breach of any provision of this deed by LGP in excess of an amount equal to LGP Break Fee, or otherwise limit any other remedy available to Cannatrek under this deed.

(d) LGP acknowledges and agrees that Cannatrek is entitled to seek specific performance or injunctive relief as a remedy for any actual or threatened breach, in addition to any other remedies available at law or in equity under or independently of this deed, and that damages or payment of LGP Break Fee may not be an adequate remedy for Cannatrek or Cannatrek's Shareholders for any breach of this deed.

## 16. Termination

### 16.1 General rights

(a) Either party may terminate this deed by written notice to the other at any time before 8.00am on the Second Court Date:

(i) if:

(A) either:

(1) the other party is in material breach of any provision of this deed (other than a LGP Representation and Warranty or an Cannatrek Representation and Warranty not being true and correct); or

(2) a representation and warranty given by the other party (being LGP Representations and Warranties where the "other party" is LGP, and being the Cannatrek Representations and Warranties where the "other party" is Cannatrek) is not true and correct, where that breach of representation and warranty is material in the context of the Transaction as a whole;

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(A) the party wishing to terminate has given written notice to the other setting out the relevant circumstances and stating an intention to terminate this deed; and

(B) the relevant circumstances continue to exist for five Business Days from the time the notice of intention to terminate is given (or any shorter period ending at 5:00pm on the Business Day before the Second Court Date); or

(ii) in the circumstances set out in, and in accordance with, clause 3.7(b).

(b) Either party may terminate this deed by written notice to the other in the circumstances set out in, in accordance with. clause 9.4(d).

(c) LGP may terminate this deed by written notice to Cannatrek at any time before 8.00am on the Second Court Date if a majority of Cannatrek Directors have withdrawn, adversely changed or adversely modified their Cannatrek Recommendation or Cannatrek Voting Intention Statement, or have made a public statement supporting or endorsing a Cannatrek Competing Proposal.

(d) Without limiting Cannatrek's obligations under clause 6.7, Cannatrek may terminate this deed by written notice to LGP at any time before 8.00am on the Second Court Date if a majority of the Cannatrek Directors withdraw their recommendation that Cannatrek Shareholders vote in favour of the Scheme at the Scheme Meeting, and, if required to pay the Cannatrek Break Fee as a result of such withdrawal, Cannatrek has paid LGP the Cannatrek Break Fee.

(e) Cannatrek may terminate this deed by written notice to LGP at any time before 8.00am on the Second Court Date if a majority of LGP Directors have withdrawn, adversely changed or adversely modified their LGP Recommendation or LGP Voting Intention Statement, or have made a public statement supporting or endorsing a LGP Competing Proposal.

(f) Without limiting LGP's obligations under clause 8, LGP may terminate this deed by written notice to Cannatrek at any time before 8.00am on the Second Court Date if a majority of the LGP Directors withdraw their recommendation that LGP Shareholders vote in favour of the LGP Resolutions at the LGP Shareholder Meeting, and, if required to pay the LGP Break Fee as a result of such withdrawal, LGP has paid Cannatrek the LGP Break Fee.

### 16.2 Automatic termination

Without limiting any other term of this deed (but subject to the determination of any application to the Court under clause 3.6), this deed will terminate automatically if, at the Scheme Meeting, Cannatrek Shareholders do not pass the resolution to approve the Scheme in accordance with the requirements of section 411(4)(a)(ii) of the Corporations Act.

### 16.3 Effect of termination

If this deed is terminated by a party under clause 3.7(b), 9.4(d) or 16.1 or pursuant to clause 16.2, this deed will be of no force or effect, without any liability or obligation on the part of any party, other than in relation to rights and obligations that accrued before termination and the provisions of this clause 16 and of clauses 1.1, 9.4, 10, 11, 14, 15, 17, 18, 19 and 20, which will remain in force after the termination.

### 16.4 Termination by written agreement

The parties may terminate this deed by another deed between them.

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## 17. Confidentiality

Each party agrees and acknowledges that the terms of the Confidentiality Deed are incorporated into this deed, and it is bound by the terms of the Confidentiality Deed, save that the terms of this deed will prevail over the Confidentiality Deed to the extent of any inconsistency.

## 18. GST

### 18.1 Recovery of GST

If GST is or becomes payable, or notionally payable, on a supply made under or in connection with this deed, the party providing the consideration for that supply must pay as additional consideration an amount equal to the amount of GST payable, or notionally payable, on that supply (the ***GST Amount***) as calculated by the party making the supply (the ***Supplier***) in accordance with the GST Law. Subject to the prior receipt of a tax invoice, the GST Amount is payable at the same time and in the same manner that the other consideration for the supply is provided. This clause 18 does not apply to the extent that the consideration for the supply is expressly stated to be GST inclusive or the supply is subject to reverse charge.

### 18.2 Liability net of GST

Notwithstanding any other provision in this deed, where any indemnity, reimbursement or similar payment under this deed is based on any cost, expense or other liability incurred by a party, it may be reduced by any input tax credit entitlement, or notional input tax credit entitlement, of that party (or its representative member) in relation to the relevant cost, expense or other liability.

### 18.3 Adjustment events

If an adjustment event occurs in relation to a supply under or in connection with this deed, the GST Amount will be recalculated in accordance with the GST Law to reflect that adjustment and an appropriate payment will be made between the parties and the Supplier shall issue an adjustment note to the recipient within 10 Business Days after becoming aware of the occurrence of the adjustment event.

### 18.4 Survival

This clause 18 will continue to apply after expiration or termination of this deed.

### 18.5 Definitions

Unless the context requires otherwise, words used in this clause 18 that have a specific meaning in the GST Law have the same meaning in this clause 18.

## 19. Notices

Any notice or other communication to or by a party under this deed:

(b) may be given by personal service, post or email;

(c) must be in writing, legible and in English addressed (depending on the manner in which it is given) as shown below:

(a) If to **Cannatrek**:

Address: Level 4, 21-23 William Street, Balaclava VIC 3183

Attention: Brent Dennison

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Email: brd@cannatrek.com

with a copy to:

Address: K&L Gates, L25, 525 Collins Street, Melbourne, Victoria 3000

Attention: Harry Kingsley

Email: harry.kingsley@klgates.com

(b) If to **LGP**:

Address: PO Box 101, Wembley WA 6913

Attention: Alistair Warren

Email: a.warren@lgp.global and notices@lgpharma.com.au

with a copy to:

Address: Hamilton Locke, Level 39, 152-158 St Georges Terrace, Perth WA 6000

Attention: James Nicholls

Email: James.Nicholls@hamiltonlocke.com.au

or addressed in accordance with any updated details last notified by the party to the sender by notice given in accordance with this clause 19;

(d) must be signed:

(a) in the case of a corporation registered in Australia, by the appropriate office holders of that corporation under section 127 of the Corporations Act; or

(b) in the case of a corporation registered outside of Australia, by a person duly authorised by that corporation under the laws governing the place of registration of that corporation; and

(e) is deemed to be given by the sender and received by the addressee:

(a) if delivered in person, when delivered to the addressee;

(b) if posted, at 9.00 am on the second Business Day after the date of posting to the addressee, whether delivered or not;

(c) if sent by email, on the earlier of

(A) the sender receiving a delivery confirmation message from the recipient's information system; and

(B) 2 hours after the time the email is sent to the relevant email address unless the sender receives an automatic notification (other than an out of office greeting) that the email has not been delivered,

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but if the delivery or receipt is on a day which is not a Business Day or is after 5.00 pm (addressee's time), it is deemed to have been received at 9.00 am on the next Business Day.

## 20. General provisions

### 20.1 Amendment

This deed may be amended only by another deed executed by or on behalf of each of the parties.

### 20.2 Assignment

A party cannot assign, charge, encumber or otherwise deal with at law or in equity any of its rights or obligations under this deed, or attempt or purport to do so, without the prior consent of the other party.

### 20.3 Costs and stamp duty

(a) Each party must bear its own costs arising out of the negotiation, preparation and execution of this deed.

(b) All stamp duty (including fines, penalties and interest) payable on or in connection with this deed and any instrument executed under or any transaction evidenced by this deed must be borne by LGP.

### 20.4 Third party beneficiary

Cannatrek receives and holds the benefit of LGP's obligations under this deed both for itself and as trustee for Cannatrek Shareholders from time to time, such that Cannatrek may recover damages against LGP for any breach of this deed on its own behalf and on behalf of Cannatrek Shareholders from time to time.

### 20.5 Execution and Counterparts

This deed may be executed electronically and may be executed in counterparts.

Where a person signs this deed electronically, the electronic signature is an effective binding signature, and the electronic document containing it can be an effective electronic counterpart of this deed. In addition, the person intends that any print out of the signature by a party, first made by that party will also constitute an effective original signature, so that the print out will also be an executed original counterpart of this deed.

### 20.6 Entire agreement

This deed, the Confidentiality Deed and any other documents specified by the parties for the purposes of this clause 20.6 contain the entire agreement between the parties with respect to their subject matter. This deed, the Confidentiality Deed and any other documents specified by the parties for the purposes of this clause 20.6 set out the only conduct relied on by the parties and supersede all earlier conduct and prior agreements and understandings between the parties in connection with their subject matter.

### 20.7 Further assurances

Each party must do anything necessary (including executing agreements and documents) to give full effect to this deed and the transactions contemplated by it.

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### 20.8 Governing law and jurisdiction

This deed is governed by the laws of Victoria. In relation to it and related non contractual matters each party irrevocably submits to the non-exclusive jurisdiction of courts with jurisdiction there, and waives any right to object to the venue on any ground.

### 20.9 Process agent

LGP appoints Hamilton Locke as its agent to accept service of process and other documents in any action or proceedings relating to any matter arising out of this deed and:

(a) must ensure that at all times, the agent remains present and authorised to accept service of process and other documents on its behalf and, if there is a replacement, it must promptly notify Cannatrek; and

(b) agrees that service of any process or documents on the agent (or any replacement), at the address and marked to the attention of the individuals specified in clause 19 (or any alternative details nominated by LGP by Notice) will be sufficient to constitute service on it.

For the avoidance of doubt, nothing in this deed will affect the rights of any party to serve process in any other manner permitted by law.

### 20.10 No merger

The rights and obligations of the parties will not merge on the completion of any transaction contemplated by this deed. They will survive the execution and delivery of any assignment or other document entered into for the purpose of implementing a transaction.

### 20.11 No waiver

A failure to exercise or a delay in exercising any right, power or remedy under this deed does not operate as a waiver. A single or partial exercise or waiver of the exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. A waiver is not valid or binding on the party granting that waiver unless made in writing.

### 20.12 Severability of provisions

Any provision of this deed that is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That does not invalidate the remaining provisions of this deed nor affect the validity or enforceability of that provision in any other jurisdiction.

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## Schedule 1– LGP Representations and Warranties

1. (**Status**) It is a corporation duly incorporated and validly existing under the laws of the place of its incorporation.

2. (**Power**) It has the power to enter into and perform its obligations under this deed to carry out the transactions contemplated by this deed.

3. (**Corporate authorisations**) It has taken all necessary corporate action to authorise the entry into and the performance of this deed by it and to carry out the transactions contemplated by this deed.

4. (**Deed binding**) This deed is its valid and binding obligation enforceable in accordance with its terms.

5. (**Transactions permitted**) The execution and performance by it of this deed and each transaction contemplated by this deed did not and will not violate any provision of:

   (a) a law or treaty or a judgment, ruling, order or decree of a Government Agency binding on it or any of its Subsidiaries; or

   (b) its constituent documents.

6. (**Capital structure**)

   (a) As at the date of this deed, LGP has:

      (a) 305,645,910 LGP Shares on issue;

      (b) 6,114,868 share rights on issue;

      (c) 10,500,000 performance rights on issue;

      (d) 14,400,000 unquoted options on issue,

      and there are no other securities, issued and outstanding at the date of this deed.

   (b) No member of the LGP Group is subject to any obligation (including any contingent obligation) to issue or have transferred to any person securities in or of it or any other member of the LGP Group other than LGP Shares that may be issued under the terms of the securities set out in (a) above that LGP has issued and outstanding at the date of this deed.

7. (**Solvency**) No member of the LGP Group is the subject of an Insolvency Event.

8. (**No regulatory action**) As at the date of this deed, other than as disclosed in the LGP Due Diligence Materials, no regulatory action of any nature of which LGP is aware has been taken or threatened that may prevent or in any way restrict its liability to fulfil its obligations under this deed, the Scheme or the Deed Poll. Other than as disclosed in the LGP Due Diligence Materials. no regulatory action of any nature has been taken that would prevent, inhibit or otherwise have a material adverse effect on its ability to fulfil its obligations under this deed.

9. (**No shareholder approvals**) No approvals are required from shareholders of LGP, or from any shareholders of any other member of the LGP Group, to execute, deliver or perform this deed or the Deed Poll, other than the LGP Resolutions.

10. (**Confidentiality Deed**) From the date of this deed up until 8.00am on the Second Court Date, LGP has not breached any provision of the Confidentiality Deed.

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11. (**No Voting Power**) Other than as disclosed to Cannatrek in writing before the date of this deed, no member of the LGP Group nor any of their associates has any Voting Power in, or any right to acquire, any Cannatrek Shares (whether issued or not or held by LGP or not), and no member of the LGP Group nor any of their associates, have entered into any agreement, arrangement or understanding that confers rights or interests the economic effect of which is equivalent or substantially equivalent to holding, acquiring or disposing of Cannatrek Shares or any member of the Cannatrek Group or of any assets of the Cannatrek Group (including cash-settled derivative contracts, contracts for difference or other derivative contracts).

12. (**No dealings with Cannatrek Shareholders**) No member of the LGP Group (or any Associate of a member of the LGP Group) has any agreement, arrangement or understanding with any Cannatrek Shareholder:

    (a) under which that Cannatrek Shareholder (or an Associate of that Cannatrek Shareholder) would be entitled to receive any collateral benefit in relation to the Scheme, or under which the Cannatrek Shareholder has agreed to vote in favour of the Scheme (or against any Cannatrek Competing Proposal); or

    (b) in relation to the business, operations or assets of any member of the Cannatrek Group or the performance or conduct of the business of the Cannatrek Group.

13. (**No dealings with Cannatrek Directors or employees**) Other than as disclosed to Cannatrek and approved by the Cannatrek Board, no member of the LGP Group has any agreement, arrangement or understanding with any director or employee of Cannatrek relating in any way to the Transaction or operations of Cannatrek after the Effective Date.

14. (**Other dealings**) No member of the LGP Group (or any of their respective Representatives) has any written agreement, arrangement or understanding with any person in relation to the securities, business, operations or assets of a member of the Cannatrek Group or the performance or conduct of the business of the Cannatrek Group (in whole or in part).

15. (**LGP Information**) The LGP Information to be provided for inclusion in the Scheme Booklet, as at the date the Scheme Booklet is despatched to Cannatrek Shareholders, will comply with all applicable laws, will not be misleading or deceptive in any material respect (with any statement of belief or opinion having being formed on a reasonable basis), including by way of omission or otherwise.

16. (**Basis of LGP Information**) The LGP Information:

    (a) will be provided to Cannatrek in good faith and on the understanding that Cannatrek and each other Cannatrek Party will rely on that information for the purposes of preparing the Scheme Booklet and determining to proceed with the Transaction; and

    (b) will comply in all material respects with the requirements of the Corporations Act, the Corporations Regulations, ASIC Regulatory Guide 60 and the ASX Listing Rules,

    and all information provided by LGP to the Independent Expert will, as at the date that information is provided, be provided in good faith and on the understanding that the Independent Expert will rely on that information for the purpose of preparing the Independent Expert's Report.

17. (**New information**) LGP will, as a continuing obligation, provide to Cannatrek all further or new information which arises after the Scheme Booklet has been despatched to Cannatrek Shareholders until the date of the Scheme Meeting which is necessary to ensure that the LGP Information is not misleading or deceptive in any material respect (including by way of omission).

18. (**No material breach of laws**) LGP is not aware of any material breach of law by any member of the LGP Group of any Australian or foreign laws and regulations applicable to it or orders of Australian or foreign Government Agencies having jurisdiction over it, which breach would be reasonably likely to have a material adverse effect on the financial or operational performance of the LGP Group.

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19. (**Material licences and authorisations**) So far as LGP is aware, the LGP Group has all material Authorisations necessary for it to conduct its activities as they are conducted as at the date of this deed.

20. (**LGP Data Room Material**) The LGP Data Room Material has been collated and prepared in good faith, and LGP is not aware of any information contained in the LGP Data Room Material that is false or misleading in any material respect (including by omission).

21. (**Litigation**): As at the date of this deed, other than as disclosed in the LGP Due Diligence Materials, there is no litigation, mediation or arbitration current or pending, nor is there any threatened litigation, mediation or arbitration, in each case which may materially affect the value of LGP or of the assets of the LGP Group.

22. (**Related party approvals**): LGP has obtained shareholder approval if required in relation any related party transaction in accordance with Chapter 2E of the Corporations Act.

23. (**Termination payments**): No employee of the LGP Group will be entitled to or paid redundancy or other payments or entitlements on termination of employment other than those entitlements or payments pursuant to applicable law.

24. (**Advisors**): LGP has provided an estimate to Cannatrek of the total fees incurred or to be incurred (in aggregate) under all retainers and mandates with financial advisors and other advisors in relation to the Transaction.

25. (**No impediments**): As at the date of this deed, LGP is not aware of any event or circumstance that would result in or is reasonably likely to result in:

    (a) one or more of the Conditions becoming incapable of fulfilment; or

    (b) the Transaction not being implemented in accordance with the Timetable and the terms of this deed.

26. (**Financial position**): LGP's financial statements for the financial year ended 31 March 2025:

    (a) give, in all material respects, a true and fair reflection of the LGP Group's financial position as of 31 March 2025 and of LGP's performance for the financial year ending on that date; and

    (b) comply with Australian Accounting Standards and the Corporations Regulations.

27. (**New LGP CV Shares**): LGP has the power to create a new class of shares, being the New LGP CV Shares, without requiring the approval of LGP Shareholders in relation to variation of class rights or any other special resolution of LGP Shareholders, whether under LGP's constituent documents or at law.

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## Schedule 2 - LGP Prescribed Occurrences

1. LGP converts all or any of its shares into a larger or smaller number of shares.

2. LGP resolves to reduce its share capital in any way, or to combine, split or redeem or repurchase directly or indirectly any of its shares.

3. LGP:

   (a) enters into a buy-back agreement; or

   (b) resolves to approve the terms of a buy-back agreement under the Corporations Act.

4. Any member of the LGP Group issues shares, or grants a performance right or an option over its shares, or agrees to make such an issue or grant such a performance right or option, other than an issue of LGP Shares upon the exercise or vesting of LGP securities which are on issue as at the date of this deed.

5. Other than in the ordinary course of business and consistent with past practice, LGP or any member of the LGP Group creates, or agrees to create, any Encumbrance over the whole or a substantial part of its business or property.

6. Any member of the LGP Group issues, or agrees to issue, convertible notes or any other instrument or security convertible into shares or securities in, or of any member of the LGP Group, other than an issue to another member of the LGP Group.

7. Any member of the LGP Group agrees to pay, declares, determines, pays or makes, or incurs a liability to pay or make, a dividend or any other form of distribution of profits or capital (whether in cash or in specie).

8. Any member of the LGP Group disposes, or agrees to dispose, of the whole or a substantial part of its business or property (other than to another member of the LGP Group).

9. Any member of the LGP Group resolves to be wound up.

10. A liquidator or provisional liquidator of any member of the LGP Group is appointed.

11. A court makes an order for the winding up of any member of the LGP Group.

12. An administrator of any member of the LGP Group is appointed under section 436A, 436B or 436C of the Corporations Act.

13. Any member of the LGP Group executes a deed of company arrangement.

14. A receiver, or a receiver and manager, is appointed in relation to the whole, or a substantial part, of the property of any member of the LGP Group.

15. Any member of the LGP Group acquires or disposes of (or agrees to acquire or dispose of) any existing or new business, the value of which exceeds $400,000 individually or in the aggregate.

16. Any member of the LGP Group enters into any contracts or commitments or any series of related contracts or commitments (other than under paragraph 17 below) requiring expenditure or payments by the LGP Group in excess of $400,000, other than any payment required by law.

17. Any member of the LGP Group enters into any agreement or contract which, if completed, would result in a member of the LGP Group incurring capital expenditure of more than $400,000 (individually or in the aggregate).

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18. Any member of the LGP Group waives or adversely varies in a material respect any material rights under any other contract to which it is party and which is material to the LGP Group as a whole.

19. Any member of the LGP Group enters into any financing agreement which is not in place as at the date of this deed, or borrows any monies from a Third Party, excluding existing amounts currently drawn under any facilities in place as at the date of this deed or for the purposes of insurance premium funding.

20. Any member of the LGP Group enters into (other than for the purposes of replacing an existing agreement or arrangement on a materially consistent basis) or materially alters, varies or amends any employment, consulting, severance or similar agreement or arrangement with one or more of its officers, directors or senior executives, including:

    (a) paying or agreeing to pay, any bonus, retention bonus, benefit or similar to any such person in connection with the Scheme or Transaction; or

    (b) accelerating or otherwise materially increasing compensation or benefits for any such person,

    in each case other than pursuant to contractual arrangements in effect on the date of this deed, ordinary course increases in compensation or benefits consistent with past practice, or LGP's policies and guidelines in effect on the date of this deed and which are contained in the LGP Due Diligence Material.

21. Any member of the LGP Group waives any material third party default under any material contract to which it is party where the financial impact of the waiver on the LGP Group will be in excess of $400,000 (individually or in the aggregate).

22. Any member of the LGP Group changes any accounting policy applied by it to report its financial position other than any change in policy required by a change in law or accounting standards.

23. Any member of the LGP Group commences or settles any legal proceeding, claim, investigation or arbitration where the claimed or settlement amount is in excess of $400,000 (individually or in the aggregate), other than with the prior written consent of Cannatrek or as claimant in respect of the collection of debts arising in the ordinary course of the LGP Group's business.

24. Any member of the LGP Group settles or agrees to compromise any material tax claims, liabilities or disputes or making any election in relation to tax, where the financial impact on the LGP Group of such settlement, compromise, concession or election will be in excess of $400,000 (individually or in the aggregate).

25. Any member of the LGP Group adopts a new constitution or modify or repeal its constitution or a provision of it.

26. Any member of the LGP Group:

    (a) acquires or disposes of any shares or other securities in any body corporate or any units in any trust;

    (b) exercises or waives any pre-emptive rights or rights of first or last refusal in respect of any material undertaking, entity, asset or business (or such interest in an undertaking, entity, asset or business) held by another person.

27. Any member of the LGP Group varies or waives its rights in any materially adverse respect, or terminates, cancels, surrenders, forfeits or allows to lapse or expire (without renewal on terms and conditions that are no less favourable to the LGP Group) any material LGP Authorisation or a number of LGP Authorisations which, when taken together, are material to the conduct of the business of the LGP Group as a whole.

28. Any member of the LGP Group forgives any loans given in favour of any other person.



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29. Any member of the LGP Group gives any guarantee of, or security for, or indemnity in connection with the obligations of any person other than a Cannatrek Group Member.

30. Any member of the LGP Group enters into, or resolves to enter into, a transaction (including an agreement Cannatrek forego or extinguish any rights) with any related party of Cannatrek (other than a related party which is a Cannatrek Group Member), as defined in section 228 of the Corporations Act.

31. Any member of the LGP Group commencing business activities not already carried out as at the date of this deed, whether by way of acquisition or otherwise other than in the ordinary course of business.

32. Any member of the LGP Group amends or agrees to amend in any material respect any arrangement with its advisers in place at the date of this deed or enters into arrangements with any new advisers.

33. Any member of the LGP Group to comply in all material respects with all applicable law in respect of its business or does or omits to do anything which might result in the termination, revocation, suspension, modification or non-renewal of any material LGP Authorisation.

34. Any member of the LGP Group authorising, committing, announcing or agreeing to take any of the actions referred to in the paragraphs above.

35. Any member of the LGP Group announces, declares or determines to pay any dividend to its members or announces or makes any other distribution (whether in cash or in specie) to its members.

36. Any member of the LGP Group disposes of, or agrees to dispose of, any material LGP Authorisations necessary for it to conduct its activities as they are conducted as at the date of this deed.

37. Any member of the LGP Group member varies or waives its rights in any materially adverse respect, or terminates, cancels, surrenders, forfeits or allows to lapse or expire (without renewal on terms and conditions that are no less favourable to the LGP Group) any material LGP Authorisation which, when taken together, are material to the conduct of the business of the LGP Group as a whole.

38. LGP, or a Related Entity whose assets represent 10% or more of the total consolidated assets of the LGP Group, grants, or agrees to grant, an Encumbrance in the whole, or a substantial part of, its business or property.

39. Employee arrangements:

    (a) Any LGP Group Member agrees to increase in any material respect the remuneration of, makes or offers to make any bonus payment, retention payment or termination payment to, or otherwise materially change the terms and conditions of employment of any LGP Director or any employee of any LGP Group Member, other than in respect of an annual salary review bonuses, terminations, redundancies and filling of vacancies in the ordinary course of business or pursuant to any contract already in existence as at the date of this deed.

    (b) Any LGP Group Member agrees to issue any rights to any person under any employee incentive plan, accelerate the rights of any person to receive any benefit under any employee incentive plan, vary any employee incentive plan or introduce a new employee incentive plan.

    (c) Any LGP Group Member makes or agrees to make any award or any certified agreement, enterprise agreement, workplace agreement or other collective agreement.

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## Schedule 3 - Cannatrek Representations and Warranties

1. (**Status**) It is a corporation duly incorporated and validly existing under the laws of the place of its incorporation.

2. (**Power**) It has the power to enter into and perform its obligations under this deed to carry out the transactions contemplated by this deed.

3. (**Corporate authorisations**) It has taken all necessary corporate action to authorise the entry into and performance of this deed by it and to carry out the transactions contemplated by this deed.

4. (**Deed binding**) This deed is its valid and binding obligation enforceable in accordance with its terms.

5. (**Transactions permitted**) The execution and performance by it of this deed and each transaction contemplated by this deed did not and will not violate any provision of:

   (a) a law or treaty or a judgment, ruling, order or decree of a Government Agency binding on it or any of its Subsidiaries; or

   (b) its constitution or other constituent documents.

6. (**Capital structure**)

   (a) As at the date of this deed, Cannatrek has:

      (a) 276,639,435 Cannatrek Shares on issue (including 7,857,140 Cannatrek Loan Funded Shares); and

      (b) 4,269,492 Cannatrek Options on issue;

      and there are no other securities, issued and outstanding at the date of this deed.

   (b) No member of the Cannatrek Group is subject to any obligation (including any contingent obligation) to issue or have transferred to any person securities in or of it or any other member of the Cannatrek Group other than Cannatrek Shares that may be issued under the terms of the Cannatrek Options that Cannatrek has issued and outstanding at the date of this deed.

7. (**No dealings with LGP Shareholders**) No member of the Cannatrek Group (or any Associate of a member of the Cannatrek Group) has any agreement, arrangement or understanding with any LGP Shareholder:

   (a) under which that LGP Shareholder (or an Associate of that LGP Shareholder) would be entitled to receive any collateral benefit in relation to the Scheme, or under which the LGP Shareholder has agreed to vote in favour of the Scheme (or against any LGP Competing Proposal); or

   (b) in relation to the business, operations or assets of any member of the LGP Group or the performance or conduct of the business of the LGP Group.

8. (**No dealings with LGP Directors or employees**) Other than as disclosed to LGP and approved by the LGP Board, no member of the Cannatrek Group has any agreement, arrangement or understanding with any director or employee of LGP relating in any way to the Transaction or operations of LGP after the Effective Date.

9. (**Scheme Booklet**) At the time Cannatrek commences sending the Scheme Booklet to Cannatrek Shareholders, the information contained in the Scheme Booklet (other than LGP Information and the Independent Expert's Report) will be true and correct in all material respects, will comply with



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all applicable laws and does not contain any statement which is misleading or deceptive in any material respect (whether by omission or otherwise).

10. (**New Information**) Cannatrek will, as a continuing obligation (but in respect of LGP Information, only to the extent that LGP provides Cannatrek with updates to LGP Information), ensure that the Scheme Booklet is updated or supplemented to include all further or new information which arises after the Scheme Booklet has been despatched to Cannatrek Shareholders until the date of the Scheme Meeting which is necessary to ensure that the Scheme Booklet is not misleading or deceptive in any material respect (including by way of omission).

11. (**Solvency**) No member of the Cannatrek Group is the subject of an Insolvency Event.

12. (**No regulatory action**): As at the date of this deed, other than as disclosed in the Cannatrek Due Diligence Materials, no regulatory action of any nature of which Cannatrek is aware has been taken or threatened that may prevent or in any way restrict its liability to fulfil its obligations under this deed, the Scheme or the Deed Poll. Other than as disclosed in the Cannatrek Due Diligence Materials, no regulatory action of any nature has been taken that would prevent, inhibit or otherwise have a material adverse effect on its ability to fulfil its obligations under this deed.

13. (**No shareholder approvals**) No approvals are required from shareholders of Cannatrek, or from any shareholders of any other member of the Cannatrek Group, to execute, deliver or perform this deed or the Deed Poll, other than the in connection with the Cannatrek shareholders approval of the Scheme.

14. (**Confidentiality Deed**) From the date of this deed up until 8.00am on the Second Court Date, Cannatrek has not breached any provision of the Confidentiality Deed.

15. (**No Voting Power**) Other than as disclosed to LGP in writing before the date of this deed, no member of the Cannatrek Group nor any of their associates has any Voting Power in, or any right to acquire, any LGP Shares (whether issued or not or held by Cannatrek or not), and no member of the Cannatrek Group nor any of their associates, have entered into any agreement, arrangement or understanding that confers rights or interests the economic effect of which is equivalent or substantially equivalent to holding, acquiring or disposing of LGP Shares or any member of the LGP Group or of any assets of the LGP Group (including cash-settled derivative contracts, contracts for difference or other derivative contracts).

16. (**Related party approvals**): Cannatrek has obtained shareholder approval if required in relation any related party transaction in accordance with Chapter 2E of the Corporations Act.

17. (**No material breach of laws**) Cannatrek is not aware of any material breach of law by any member of the Cannatrek Group of any Australian or foreign laws and regulations applicable to it or orders of Australian or foreign Government Agencies having jurisdiction over it, which breach would be reasonably likely to have a material adverse effect on the financial or operational performance of the Cannatrek Group.

18. (**Material licences and authorisations**) So far as Cannatrek is aware, the Cannatrek Group has all Authorisations necessary for it to conduct its activities as they are conducted as at the date of this deed.

19. (**Cannatrek Data Room Material**) The Cannatrek Data Room Material has been collated and prepared in good faith, and Cannatrek is not aware of any information contained in the Cannatrek Data Room Material that is false or misleading in any material respect (including by omission). For the avoidance of doubt, Cannatrek makes no representation or warranty whatsoever as to the adequacy or sufficiency of the Cannatrek Data Room Material for the purpose of LGP acquiring the Scheme Shares, which LGP has to satisfy itself.

20. (**Litigation**): As at the date of this deed, other than as disclosed in the Cannatrek Due Diligence Materials, there is no litigation, mediation or arbitration current or pending, nor is there any threatened litigation, mediation or arbitration, in each case which may materially affect the value of Cannatrek or of the assets of the Cannatrek Group.

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21. (**Termination payments**): No employee of the Cannatrek Group will be entitled to or paid redundancy or other payments or entitlements on termination of employment of an amount exceeding $25,000 individually or in aggregate other than those entitlements or payments pursuant to applicable law.

22. (**Advisors**): Cannatrek has provided an estimate to LGP of the total fees incurred or to be incurred (in aggregate) under all retainers and mandates with financial advisors and other advisors in relation to the Transaction.

23. (**No impediments**): As at the date of this deed, Cannatrek is not aware of any event or circumstance that would result in or is reasonably likely to result in:

    (a) one or more of the Conditions becoming incapable of fulfilment; or

    (b) the Transaction not being implemented in accordance with the Timetable and the terms of this deed.

24. (**Financial position**): Cannatrek's financial statements for the financial year ended 30 June 2025:

    (a) give, in all material respects, a true and fair reflection of the Cannatrek Group's financial position as of 30 June 2025 and of Cannatrek's performance for the financial year ending on that date; and

    (b) comply with Australian Accounting Standards and the Corporations Regulations.

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## Schedule 4 – Cannatrek Prescribed Occurrences

1. Cannatrek converts all or any of its shares into a larger or smaller number of shares.

2. Cannatrek resolves to reduce its share capital in any way, or to combine, split or redeem or repurchase directly or indirectly any of its shares.

3. Cannatrek:

   (a) enters into a buy-back agreement; or

   (b) resolves to approve the terms of a buy-back agreement under the Corporations Act.

4. Any member of the Cannatrek Group issues shares, or grants a performance right or an option over its shares, or agrees to make such an issue or grant such a performance right or option, other than an issue of Cannatrek Shares upon the exercise or vesting of Cannatrek Securities which are on issue as at the date of this deed.

5. Other than in the ordinary course of business and consistent with past practice, Cannatrek or any member of the Cannatrek Group creates, or agrees to create, any Encumbrance over the whole or a substantial part of its business or property.

6. Any member of the Cannatrek Group issues, or agrees to issue, convertible notes or any other instrument or security convertible into shares or securities in, or of any member of the Cannatrek Group, other than an issue to another member of the Cannatrek Group.

7. Any member of the Cannatrek Group agrees to pay, declares, determines, pays or makes, or incurs a liability to pay or make, a dividend or any other form of distribution of profits or capital (whether in cash or in specie) other than the Permitted Dividend.

8. Any member of the Cannatrek Group disposes, or agrees to dispose, of the whole or a substantial part of its business or property (other than to another member of the Cannatrek Group).

9. Any member of the Cannatrek Group resolves to be wound up.

10. A liquidator or provisional liquidator of any member of the Cannatrek Group is appointed.

11. A court makes an order for the winding up of any member of the Cannatrek Group.

12. An administrator of any member of the Cannatrek Group is appointed under section 436A, 436B or 436C of the Corporations Act.

13. Any member of the Cannatrek Group executes a deed of company arrangement.

14. A receiver, or a receiver and manager, is appointed in relation to the whole, or a substantial part, of the property of any member of the Cannatrek Group.

15. Any member of the Cannatrek Group acquires or disposes of (or agrees to acquire or dispose of) any existing or new business, the value of which exceeds $600,000 individually or in the aggregate.

16. Any member of the Cannatrek Group enters into any contracts or commitments or any series of related contracts or commitments (other than under paragraph 17 below) requiring expenditure or payments by the Cannatrek Group in excess of $600,000, other than any payment required by law.

17. Any member of Cannatrek Group enters into any agreement or contract which, if completed, would result in a member of the Cannatrek Group incurring capital expenditure of more than $600,000 (individually or in the aggregate).



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18. Any member of the Cannatrek Group waives or adversely vary in a material respect any material rights under any other contract to which it is party and which is material to the Cannatrek Group as a whole.

19. Any member of the Cannatrek Group enters into any financing agreement which is not in place as at the date of this deed, or borrows any monies from a Third Party excluding existing amounts currently drawn under any other facilities in place as at the date of this deed or for the purposes of insurance premium funding.

20. Any member of the Cannatrek Group enters into (other than for the purposes of replacing an existing agreement or arrangement on a materially consistent basis) or materially alters, varies or amends any employment, consulting, severance or similar agreement or arrangement with one or more of its officers, directors or senior executives, including:

    (a) paying or agreeing to pay, any bonus, retention bonus, benefit or similar to any such person in connection with the Scheme or Transaction; or

    (b) accelerating or otherwise materially increasing compensation or benefits for any such person,

    in each case other than pursuant to contractual arrangements in effect on the date of this deed, ordinary course increases in compensation or benefits consistent with past practice, or Cannatrek's policies and guidelines in effect on the date of this deed and which are contained in the Cannatrek Due Diligence Material.

21. Any member of the Cannatrek Group waives any material third party default under any material contract to which it is party where the financial impact of the waiver on the Cannatrek Group will be in excess of $600,000 (individually or in the aggregate).

22. Any member of the Cannatrek Group changes any accounting policy applied by it to report its financial position other than any change in policy required by a change in law or accounting standards.

23. Any member of the Cannatrek Group commences or settles any legal proceeding, claim, investigation or arbitration where the claimed or settlement amount is in excess of $600,000 (individually or in the aggregate), other than with the prior written consent of LGP or as claimant in respect of the collection of debts arising in the ordinary course of the Cannatrek Group's business.

24. Any member of the Cannatrek Group settles or agree to compromise any material tax claims, liabilities or disputes or making any election in relation to tax, where the financial impact on the Cannatrek Group of such settlement, compromise, concession or election will be in excess of $600,000 (individually or in the aggregate).

25. Any member of the Cannatrek Group adopts a new constitution or modify or repeal its constitution or a provision of it.

26. Any member of the Cannatrek Group:

    (a) acquires or disposes of any shares or other securities in any body corporate or any units in any trust;

    (b) exercises or waives any pre-emptive rights or rights of first or last refusal in respect of any material undertaking, entity, asset or business (or such interest in an undertaking, entity, asset or business) held by another person.

27. Any member of the Cannatrek Group varies or waives its rights in any materially adverse respect, or terminates, cancels, surrenders, forfeits or allows to lapse or expire (without renewal on terms and conditions that are no less favourable to the Cannatrek Group) any material Cannatrek Authorisation or a number of Cannatrek Authorisations which, when taken together, are material to the conduct of the business of the Cannatrek Group as a whole.



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28. Indebtedness:

    (a) Any member of the Cannatrek Group forgives any loans given in favour of any other person.

    (b) Any member of the Cannatrek Group gives any guarantee of, or security for, or indemnity in connection with the obligations of any person other than a Cannatrek Group Member.

29. Any member of the Cannatrek Group enters into, or resolves to enter into, a transaction (including an agreement Cannatrek forego or extinguish any rights) with any related party of Cannatrek (other than a related party which is a Cannatrek Group Member), as defined in section 228 of the Corporations Act.

30. Any member of the Cannatrek Group commencing business activities not already carried out as at the date of this deed, whether by way of acquisition or otherwise other than in the ordinary course of business.

31. Any member of the Cannatrek Group amends or agrees to amend in any material respect any arrangement with its advisers in place at the date of this deed or enters into arrangements with any new advisers.

32. Any member of the Cannatrek Group fails to comply in all material respects with all applicable law in respect of its business or does or omits to do anything which might result in the termination, revocation, suspension, modification or non-renewal of any material Cannatrek Authorisation.

33. Any member of the Cannatrek Group authorising, committing, announcing or agreeing to take any of the actions referred to in the paragraphs above.

34. Any member of the Cannatrek Group announces, declares or determines to pay any dividend to its members or announces or makes any other distribution (whether in cash or in specie) to its members, other than the Permitted Dividend.

35. Any member of the Cannatrek Group disposes of, or agrees to dispose of, any Cannatrek Authorisations necessary for it to conduct its activities as they are conducted as at the date of this deed.

36. Any member of the Cannatrek Group member varies or waives its rights in any materially adverse respect, or terminates, cancels, surrenders, forfeits or allows to lapse or expire (without renewal on terms and conditions that are no less favourable to the Cannatrek Group) any material Cannatrek Authorisation which, when taken together, are material to the conduct of the business of the Cannatrek Group as a whole.

37. Cannatrek, or a Related Entity whose assets represent 10% or more of the total consolidated assets of the Cannatrek Group, grants, or agrees to grant, an Encumbrance in the whole, or a substantial part of, its business or property.

38. Employee arrangements:

    (a) Any Cannatrek Group Member agrees to increase in any material respect the remuneration of, makes or offers to make any bonus payment, retention payment or termination payment to, or otherwise materially change the terms and conditions of employment of any Cannatrek Director or any employee of any Cannatrek Group Member, other than in respect of an annual salary review, bonuses, terminations, redundancies and filling of vacancies in the ordinary course of business or pursuant to any contract already in existence as at the date of this deed and Fairly Disclosed in the Cannatrek Due Diligence Material.

    (b) Any Cannatrek Group Member agrees to issue any rights to any person under any employee incentive plan, accelerate the rights of any person to receive any benefit under any employee incentive plan, vary any employee incentive plan or introduce a new employee incentive plan.



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(c) Any Cannatrek Group Member makes or agrees to make any award or any certified agreement, enterprise agreement, workplace agreement or other collective agreement.

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## Schedule 5 – Timetable

| Event | Date |
|---|---|
| Execution of this deed | 14 January 2026 |
| File originating process with basic affidavit with company searches with the Court and serve on ASIC | 20 January 2026 |
| Cannatrek submits draft Scheme Booklet to ASIC | 21 January 2026 |
| LGP submits draft Notice of Meeting to ASX | 21 January 2026 |
| ASIC exposure period concludes | 4 February 2026 |
| LGP to execute Deed Poll | 4 February 2026 |
| File 'main affidavit' of LGP and Cannatrek's affidavits in support of application with the Court and submissions | 24 February 2026 |
| File any further affidavit regarding ASIC's confirmation that it does not intend to appear at First Court Hearing | 26 February 2026 |
| First Court hearing for Scheme | 3 March 2026 |
| Cannatrek sends Scheme Booklet to Cannatrek Shareholders | 4 March 2026 |
| LGP send Notice of Meeting to LGP Shareholders | 4 March 2026 |
| Scheme Meeting | 2 April 2026 |
| LGP Shareholder Meeting | 2 April 2026 |
| File with the Court further Affidavits to be relied on at the Second Court Hearing | 13 April 2026s |
| ASIC to provide no objection statement | 17 April 2026 |
| Second Court hearing for Scheme | 21 April 2026 |
| Effective Date | 22 April 2026 |
| Scheme Record Date | 24 April 2026 |

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|---|---|
| Implementation Date | 1 May 2026 |

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## Schedule 6 – Cannatrek Securities

1. **Cannatrek Options**

| Holder | No. of options | Exercise price | Expiry date |
|---|---|---|---|
| Holder 1 | | | |
| | 100,000 | $0.50 | 31/12/26 |
| Holder 2 | 1,054,464 | $0.43 | 31/05/31 |
| Holder 3 | 1,089,464 | $0.34 | 31/05/31 |
| Holder 4 | 650,000 | $0.27 | 06/05/31 |
| Holder 5 | 370,370 | $0.27 | 30/06/31 |
| Holder 6 | 330,750 | $0.27 | 31/05/31 |
| Holder 7 | 259,259 | $0.27 | 30/06/31 |
| Holder 8 | 185,185 | $0.27 | 30/06/31 |
| Holder 9 | 80,000 | $0.40 | 31/05/31 |
| Holder 10 | 75,000 | $0.40 | 31/05/31 |
| Holder 11 | 75,000 | $0.40 | 31/05/31 |
| **Total** | **4,269,492** | | |

**2. Cannatrek Loan Funded Shares**

| Holder | No. of shares | Issue price | Initial loan balance | Remaining Loan Balance |
|---|---|---|---|---|
| Holder 1 | 3,076,922 | $0.18 | $560,000.00 | $555,054.95 |
| Holder 2 | 2,747,252 | $0.18 | $500,000.00 | $458,791.22 |
| Holder 3 | 1,373,626 | $0.18 | $250,000.00 | $229,395.61 |
| Holder 4 | 329,670 | $0.18 | $60,000.00 | $55,054.95 |
| Holder 5 | 329,670 | $0.18 | $60,000.00 | $55,054.95 |



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| | | | | |
|---|---|---|---|---|
| **Totals** | **7,857,140** | | **$1,430,000.00** | **$1,353,351.68** |

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## Schedule 7 – New LGP CV Share terms

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# New LGP CV Shares terms

## 1. Definitions

In this document, unless the context requires otherwise:

**$** means AUD.

**30-Day VWAP** means the volume weighted average price of Shares calculated over the 30 consecutive trading days on which trades of Shares are recorded on ASX.

**ASX** means ASX Limited or the market operated by it, as the context requires.

**Baseline Ratio** means 4/9ths (being 4 divided by 9).

**Board** means the board of directors of the Company.

**Business Day** means a day that is not a Saturday, Sunday, public holiday or bank holiday in Melbourne, Victoria.

**Cannatrek Liability** means, in relation to Cannatrek:

(a) Tax relating to the period prior to the Implementation Date;

(b) the amount of any Loss suffered, incurred or arising out of, or in connection with any litigation, prosecution, arbitration or other dispute resolution proceedings relating to any facts, matters or circumstances during the period prior to the Implementation Date, provided that the relevant claim or proceedings have been threatened or commenced within 6 months of the Implementation Date;

(c) the amount of any bad debt expense relating to any accounts receivable on the balance sheet as at the Implementation Date; and

(d) the amount of any Loss suffered, incurred or arising out of or in connection with any investigation, or similar proceedings by any Government Agency, provided that the relevant investigation has been threatened or commenced within 6 months of the Implementation Date.

**Company** means Little Green Pharma Ltd ACN 615 586 215.

**Contingent Amount** means:

(a) the Cannatrek Liability, as at the Contingent Amount Determination Date (if any); less

(b) the LGP Liability, as at the Contingent Amount Determination Date (if any),

subject to clause 2.17.

**Contingent Amount Certificate** has the meaning given in clause 2.11(a).

**Contingent Amount Determination Date** means:

(a) subject to paragraph (b) below, the date which is the second anniversary of the Implementation Date; or

(b) if as at the date specified in (a) there is any Cannatrek Liability that has not been fully resolved to the satisfaction of LGP (acting reasonably), the date that is the earlier of:

(i) determination of such unresolved Cannatrek Liability; and

(ii) the fourth anniversary of the Implementation Date.

**Contingent Amount Dispute** has the meaning given in clause 2.11(c).

**Control** has the meaning given to that term in Section 50AA of the Corporations Act.

**Conversion Date** means the date which is 5 Business Days after the Contingent Amount is determined in accordance with clause 2.11.

**Conversion Ratio** means the ratio at which each CV Share converts into Shares, which:

(a) if the Contingent Amount is less than $8 million but greater than $2 million, is equal to the relevant conversion ratio for the corresponding Contingent Amount set out in Part A of Schedule 1:

(b) if the Contingent Amount is equal to or less than $2 million, but equal to or greater than negative $2 million, is equal to the Baseline Ratio:

(c) if the Contingent Amount is less than negative $2 million, but greater than negative $8 million, is equal to the relevant conversion ratio for the corresponding Contingent Amount set out in Part B of Schedule 1:

(d) if the Contingent Amount is less than or equal to negative $8 million, is equal to 1.

**Corporations Act** means the *Corporations Act 2001* (Cth).

**CV Share** means a convertible and redeemable preference share in the capital of the Company issued on the terms and conditions of this document.

**Holder** means a holder of a CV Share.

**Holders' Representative** means Brent Dennison (and/or his nominee).

**Government Agency** has the meaning given in the Scheme Implementation Deed.

**Implementation Date** has the meaning given in the Scheme Implementation Deed.

**Independent Expert** means any of EY, PricewaterhouseCoopers, Deloitte and KPMG.

**LGP Liability** means, in relation to LGP:

(a) Tax relating to the period prior to the Implementation Date;

(b) the amount of any Loss suffered, incurred or arising out of, or in connection with any litigation, prosecution, arbitration or other dispute resolution proceedings relating any facts, matters or circumstances during the period prior to the Implementation Date, provided that the relevant claim or proceedings have been threatened or commenced within 6 months of the Implementation Date;

(c) the amount of any bad debt expense relating to any accounts receivable on the balance sheet as at the Implementation Date; and

(d) the amount of any Loss suffered, incurred or arising out of or in connection with any investigation, or similar process, by any Government Agency, provided that the relevant investigation has been threatened or commenced within 6 months of the Implementation Date.

**Listing Rules** means the Listing Rules of ASX.

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**Loss** means any claim, demand, debt, action, lien, penalty, fine, charge, liability, proceeding, litigation, reasonable legal costs, damages, costs, expenses, judgement of any nature or any other loss.

**Objection Notice** has the meaning given in clause 2.11(c).

**Objection Period** has the meaning given in clause 2.11(c).

**Pre-Rounding Amount** has the meaning given in clause 2.17.

**Redemption Amount** means the aggregate amount payable to each Holder calculated by multiplying each CV Share of that Holder by $0.00001.

**Redemption Notice** means a notice given by the Company to a Holder in a form determined by the Company, of its intention to redeem the CV Share in accordance with clause 3.

**Response** has the meaning given in clause 2.11(e).

**Scheme Implementation Deed** means the scheme implementation deed between the Company and the Target in relation to the acquisition by the Company of all of the shares in the Target dated on or about 14 January 2026.

**Share** means a fully paid ordinary share in the capital of the Company.

**Shareholder** means a holder of one or more Shares.

**Scheme Shares** has the meaning given the Scheme Implementation Deed.

**Tax** means all forms of taxes, excise, GST, stamp duty or other duties, fees, superannuation guarantee charge, imposts, deductions, charges, withholdings, rates, levies or other governmental impositions imposed, assessed or charged by any Government Agency, together with all interest, penalties, fines, expenses and other additional statutory charges relating to any of them, imposed or withheld by a Government Agency.

**Target** means Cannatrek Ltd ACN 056 175 369.

## 2. Rights attaching to CV Shares

### 2.1 CV Share

Each CV Share is a share in the capital of the Company issued on the terms and conditions of this document.

### 2.2 No voting rights

A CV Share does not entitle the Holder to vote on any resolutions proposed at a general meeting of shareholders of the Company except as otherwise required by law.

### 2.3 No dividend rights

A CV Share does not entitle the Holder to any dividends.

### 2.4 No rights to return of capital

A CV Share does not entitle the Holder to a return of capital, whether in a winding up, upon a reduction of capital or otherwise.

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**2.5 Rights on winding up**

A CV Share does not entitle the Holder to participate in the surplus profits or assets of the Company upon a winding up.

**2.6 Not transferable**

A CV Share is not transferrable.

**2.7 Reorganisation of capital**

In the event the issued capital of the Company is reorganised or reconstructed, all rights of a Holder will be changed to the extent necessary to comply with the Listing Rules and Corporations Act at the time of reorganisation provided that, subject to compliance with the Listing Rules, following such reorganisation the economic and other rights of the Holder are not diminished or terminated.

**2.8 Application to ASX**

The CV Shares will not be quoted on the ASX. However, the Company must:

(a) apply for the official quotation of a Share issued on conversion of a CV Share on ASX within the time period required by the Listing Rules; and

(b) within 2 Business Days, issue to the ASX a cleansing notice under section 708A(5) of the Corporations Act or a cleansing prospectus under section 708A(11) of the Corporations Act in respect of any Shares issued on conversion of a CV Share.

**2.9 Participation in new issues**

Subject to the rights under clause 2.7, a Holder of CV Shares is not entitled to participate in new issues of capital offered to holders of Shares such as bonus issues and entitlement issues.

**2.10 Conversion on change of control**

Upon the occurrence, prior to the Contingent Amount Determination Date, of either:

(a) a takeover bid under Chapter 6 of the Corporations Act having been made in respect of the Company and:

(i) having received acceptances for not less than 50.1% of the Company's Shares on issue; and

(ii) been declared unconditional by the bidder; or

(b) a Court granting orders approving a compromise or arrangement for the purposes of or in connection with a scheme of arrangement for the reconstruction of the Company or its amalgamation with any other company or companies; or

(c) any other transaction under which a third party acquires Control of the Company,

(each a **Control Event**) then, provided that the Company's entry into binding transaction documents relating to the Control Event is approved by unanimous approval of the Board, each CV Share will convert into such number of Shares equal to the Baseline Ratio on Business Day following the occurrence of the Control Event.

**2.11 Determination of Contingent Amount**

(a) The Company must, within 5 Business Days of the Contingent Amount Determination Date, calculate the Contingent Amount and notify the Holders'



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Representative of the Contingent Amount in writing (**Contingent Amount Certificate**).

(b) For a period of 10 Business Days beginning on the day after the date on which the Contingent Amount Certificate is given to the Holders' Representative, the Company must ensure that the Holders' Representative (including any of its advisers) are given such access as is reasonably required to records in the possession of the Company to enable the Holders' Representative to consider the Contingent Amount Certificate.

(c) Within 15 Business Days after the date on which the Contingent Amount Certificate is given to the Holders' Representative (**Objection Period**), the Holders' Representative may dispute any amount set out in the Contingent Amount Certificate by giving notice (**Objection Notice**) to the Company stating the amount or amounts in dispute and the reasons for that dispute (**Contingent Amount Dispute**).

(d) If at the end of the Objection Period there is no Contingent Amount Dispute, the Contingent Amount set out in the Contingent Amount Certificate is final and binding on the parties.

(e) Within 5 Business Days after the Holders' Representative delivers an Objection Notice to the Company, the Company must deliver to the Holders' Representative a response in writing addressing each of the disputed matters (**Response**).

(f) If there is a Contingent Amount Dispute but it is not resolved by the parties nor referred to an Independent Expert in accordance with clause 2.11(g), the Contingent Amount set out in the Contingent Amount Certificate is final and binding on the parties and the Contingent Amount Dispute is taken to be resolved.

(g) If an Objection Notice is given under clause 2.11(c), then the Company and the Holders' Representative must use their reasonable endeavours to resolve the Contingent Amount Dispute between themselves. If the Company and the Holders' Representative are unable to resolve the Contingent Amount Dispute within 5 Business Days after the Response is given by the Company, the parties must by written submissions refer the Contingent Amount Dispute to an Independent Expert for determination.

(h) The Independent Expert must be instructed to decide the matters of disagreement and conclude its determination of the Contingent Amount and provide it to the Seller and the Buyer no later than 20 Business Days after referral of the dispute (or such other period agreed by the parties having regard to the matters in dispute).

(i) The parties must promptly supply the Independent Expert with any information, assistance and co-operation requested in writing by the Independent Expert in connection with its determination. All correspondence between the Independent Accountant and a party must be copied to the other parties.

(j) The Independent Expert will act as an expert and not as an arbitrator. The Independent Expert's written determination will be final and binding on the parties in the absence of manifest error and the Contingent Amount Certificate will be deemed to be amended, or will remain unamended, in either case in accordance with the Independent Expert's determination, and in that form will be taken to comprise the final Contingent Amount Certificate.

(k) The costs of a determination by the Independent Expert must be borne by the Company

**2.12 Conversion of CV Shares**

On the Conversion Date, each CV Share will convert into such number of Shares equal to the Conversion Ratio, except if the Contingent Amount is greater than or equal to $8

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million, in which case the CV Share held by a Holder will be redeemed in accordance with clause 3.1.

### 2.13 Ranking of Shares after conversion

The Shares issued on conversion of the CV Shares will on the date of allotment, rank equally with and confer rights identical with all other Shares then on issue and application will be made by the Company to ASX for official quotation of the Shares issued upon conversion.

### 2.14 Holding statement to be issued

The Company will issue the Holder with a new holding statement for the Shares issued upon conversion of the CV Shares as soon as practicable following the conversion of the CV Shares into the Shares.

### 2.15 Fractional entitlements

If the number of Shares into which a Holder's CV Shares are to be converted includes a fractional entitlement to a Share, the entitlement will be rounded as follows:

(a) if the fractional entitlement is less than 0.5, it will be rounded down to zero Shares; and

(b) if the fractional entitlement is equal to or more than 0.5, it will be rounded up to one Share.

### 2.16 No other rights

A CV Share gives the Holder no rights other than those expressly provided by these terms and those provided at law where such rights at law cannot be excluded by these terms.

### 2.17 Rounding - Contingent Amount

For the purposes of determining the value of the Contingent Amount, if the Cannatrek Liability less the LGP Liability (**Pre-Rounding Amount**) does not equal a multiple of $100,000, then:

(a) if the variance between the Pre-Rounding Amount and the nearest multiple of $100,000 is less than $50,000, the Contingent Amount will be rounded up or down (as applicable) to the nearest multiple of $100,000; and

(b) if the Pre-Rounding Amount is equal to a multiple of $50,000, the Contingent Amount will be rounded up to the nearest multiple of $100,000.

## 3. Redemption

### 3.1 Mandatory redemption

If on the Conversion Date it is determined that the Contingent Amount is greater than or equal to $8 million, at the Company's election, the Company must elect to:

(a) convert all CV Shares held by a Holder into one Share; or

(b) redeem each CV Share by:

(i) giving a Redemption Notice to the Holders; and

(ii) paying the Redemption Amount to the Holders.

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### 3.2 Effect of redemption on Holders

Subject to redemption occurring, the only right Holders will have in respect of CV Shares the subject of the redemption will be to obtain the Redemption Amount payable in accordance with these terms and upon payment of the Redemption Amount, all other rights conferred, or restrictions imposed by the relevant CV Share will no longer have effect.

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## Schedule 1 – Conversion Ratios

**Part A - If the Contingent Amount is less than $8 million but greater than $2 million**

| Contingent Amount (A$) | Conversion Ratio (x) |
|---|---|
| 2,100,000 | 0.43623x |
| 2,200,000 | 0.42804x |
| 2,300,000 | 0.41989x |
| 2,400,000 | 0.41176x |
| 2,500,000 | 0.40367x |
| 2,600,000 | 0.39560x |
| 2,700,000 | 0.38757x |
| 2,800,000 | 0.37956x |
| 2,900,000 | 0.37158x |
| 3,000,000 | 0.36364x |
| 3,100,000 | 0.35572x |
| 3,200,000 | 0.34783x |
| 3,300,000 | 0.33996x |
| 3,400,000 | 0.33213x |
| 3,500,000 | 0.32432x |
| 3,600,000 | 0.31655x |
| 3,700,000 | 0.30880x |
| 3,800,000 | 0.30108x |
| 3,900,000 | 0.29338x |
| 4,000,000 | 0.28571x |
| 4,100,000 | 0.27807x |
| 4,200,000 | 0.27046x |
| 4,300,000 | 0.26288x |
| 4,400,000 | 0.25532x |
| 4,500,000 | 0.24779x |
| 4,600,000 | 0.24028x |
| 4,700,000 | 0.23280x |
| 4,800,000 | 0.22535x |
| 4,900,000 | 0.21793x |
| 5,000,000 | 0.21053x |
| 5,100,000 | 0.20315x |
| 5,200,000 | 0.19580x |
| 5,300,000 | 0.18848x |
| 5,400,000 | 0.18118x |
| 5,500,000 | 0.17391x |
| 5,600,000 | 0.16667x |
| 5,700,000 | 0.15945x |
| 5,800,000 | 0.15225x |
| 5,900,000 | 0.14508x |
| 6,000,000 | 0.13793x |
| 6,100,000 | 0.13081x |
| 6,200,000 | 0.12371x |

| | |
|---|---|
| 6,300,000 | 0.11664x |
| 6,400,000 | 0.10959x |
| 6,500,000 | 0.10256x |
| 6,600,000 | 0.09556x |
| 6,700,000 | 0.08859x |
| 6,800,000 | 0.08163x |
| 6,900,000 | 0.07470x |
| 7,000,000 | 0.06780x |
| 7,100,000 | 0.06091x |
| 7,200,000 | 0.05405x |
| 7,300,000 | 0.04722x |
| 7,400,000 | 0.04040x |
| 7,500,000 | 0.03361x |
| 7,600,000 | 0.02685x |
| 7,700,000 | 0.02010x |
| 7,800,000 | 0.01338x |
| 7,900,000 | 0.00668x |
| 8,000,000 | 0.00000x |

**Part B - If the Contingent Amount is less than negative $2 million, but greater than negative $8 million**

| Contingent Amount (A$) | Conversion Ratio (x) |
|---|---|
| (8,000,000) | 1.00000x |
| (7,900,000) | 0.98960x |
| (7,800,000) | 0.97925x |
| (7,700,000) | 0.96894x |
| (7,600,000) | 0.95868x |
| (7,500,000) | 0.94845x |
| (7,400,000) | 0.93827x |
| (7,300,000) | 0.92813x |
| (7,200,000) | 0.91803x |
| (7,100,000) | 0.90798x |
| (7,000,000) | 0.89796x |
| (6,900,000) | 0.88798x |
| (6,800,000) | 0.87805x |
| (6,700,000) | 0.86815x |
| (6,600,000) | 0.85830x |
| (6,500,000) | 0.84848x |
| (6,400,000) | 0.83871x |
| (6,300,000) | 0.82897x |
| (6,200,000) | 0.81928x |
| (6,100,000) | 0.80962x |
| (6,000,000) | 0.80000x |
| (5,900,000) | 0.79042x |
| (5,800,000) | 0.78088x |
| (5,700,000) | 0.77137x |

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| | |
|---|---|
| (5,600,000) | 0.76190x |
| (5,500,000) | 0.75248x |
| (5,400,000) | 0.74308x |
| (5,300,000) | 0.73373x |
| (5,200,000) | 0.72441x |
| (5,100,000) | 0.71513x |
| (5,000,000) | 0.70588x |
| (4,900,000) | 0.69667x |
| (4,800,000) | 0.68750x |
| (4,700,000) | 0.67836x |
| (4,600,000) | 0.66926x |
| (4,500,000) | 0.66019x |
| (4,400,000) | 0.65116x |
| (4,300,000) | 0.64217x |
| (4,200,000) | 0.63320x |
| (4,100,000) | 0.62428x |
| (4,000,000) | 0.61538x |
| (3,900,000) | 0.60653x |
| (3,800,000) | 0.59770x |
| (3,700,000) | 0.58891x |
| (3,600,000) | 0.58015x |
| (3,500,000) | 0.57143x |
| (3,400,000) | 0.56274x |
| (3,300,000) | 0.55408x |
| (3,200,000) | 0.54545x |
| (3,100,000) | 0.53686x |
| (3,000,000) | 0.52830x |
| (2,900,000) | 0.51977x |
| (2,800,000) | 0.51128x |
| (2,700,000) | 0.50281x |
| (2,600,000) | 0.49438x |
| (2,500,000) | 0.48598x |
| (2,400,000) | 0.47761x |
| (2,300,000) | 0.46927x |
| (2,200,000) | 0.46097x |
| (2,100,000) | 0.45269x |

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**Executed** as a deed

**Executed** by **Little Green Pharma Ltd ACN 615 586 215** in accordance with section 127(1) of the *Corporations Act 2001 (Cth)*:

| | |
|---|---|
| ..... | ..... |
| Signature of director | Signature of director |
| ..... | ..... |
| Name (please print) | Name (please print) |

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**Executed** by **Cannatrek Ltd ACN 056 175 369** in accordance with section 127(1) of the *Corporations Act 2001 (Cth)*:

| | |
|---|---|
| ..... | ..... |
| Signature of director | Signature of director |
| ..... | ..... |
| Name (please print) | Name (please print) |

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## Annexure 1 – Form of Scheme

**Scheme of Arrangement pursuant to section 411 of the *Corporations Act 2001* (Cth)**

**Between**

**Cannatrek Ltd ACN 056 175 369** of Level 4, 21-23 William Street, Balaclava VIC 3183 (**Cannatrek**)

**And**

**Each holder of Cannatrek Shares recorded in the Cannatrek Share Register as at the Scheme Record Date, excluding any Excluded Shareholder** (each a **Scheme Shareholder** and, together, the **Scheme Shareholders**).

**Recitals**

A. Cannatrek is an Australian public unlisted company limited by shares, registered under the Corporations Act.

B. Little Green Pharma Ltd ACN 615 586 215 (**LGP**) is an Australian public company limited by shares, registered under the Corporations Act, and has been admitted to the official list of the ASX. LGP Shares are quoted for trading on the ASX.

C. Cannatrek and LGP have entered into a Scheme Implementation Deed dated 14 January 2026 (the **Scheme Implementation Deed**) pursuant to which:

   (a) Cannatrek has agreed to propose this Scheme to Cannatrek Shareholders; and

   (b) Cannatrek and LGP have agreed to take certain steps to give effect to this Scheme.

D. If this Scheme becomes Effective, then:

   (a) all of the Scheme Shares and all of the rights and entitlements attaching to them on the Implementation Date will be transferred to LGP;

   (b) the Scheme Consideration will be provided to the Scheme Shareholders in accordance with the terms of this Scheme and the Deed Poll; and

   (c) Cannatrek will enter the name and address of LGP, in the Cannatrek Share Register as the holder of all of the Scheme Shares.

E. By executing the Scheme Implementation Deed, Cannatrek has agreed to propose and implement this Scheme, and LGP has agreed to assist with that proposal and implementation, on and subject to the terms of the Scheme Implementation Deed.

F. LGP has entered into the Deed Poll for the purpose of covenanting in favour of the Scheme Shareholders that LGP will observe and perform the obligations contemplated of it under this Scheme.

**It is agreed** as follows.

## 1. Definitions and Interpretation

### 1.1 Definitions

In this document, unless the context requires otherwise:

**ASIC** means the Australian Securities and Investments Commission.



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**ASX** means ASX Limited (ABN 98 008 624 691) or, as the context requires, the financial market known as 'ASX' operated by ASX Limited.

**ASX Listing Rules** means the official listing rules of ASX.

**Business Day** means any day that is each of the following:

(a) a Trading Day; and

(b) a day (other than a Saturday, Sunday or public holiday) on which banks are generally open for business in Melbourne, Australia.

**Cannatrek Cash Floor** means $13,000,000.

**Cannatrek Loan Funded Shares** means the Cannatrek Shares on issue which are subject to a limited recourse loan between the holder and Cannatrek, as set out in Schedule 6 of the Scheme Implementation Deed.

**Cannatrek Options** means the options on issue in Cannatrek as listed in Schedule 6 of the Scheme Implementation Deed.

**Cannatrek Securities** means Cannatrek Shares (including Cannatrek Loan Funded Shares) and Cannatrek Options.

**Cannatrek Share** means a fully paid ordinary share in the capital of Cannatrek.

**Cannatrek Share Register** means the register of members of Cannatrek maintained in accordance with the Corporations Act.

**Cannatrek Share Registry** means Boardroom Pty Limited or any replacement provider of share registry services to Cannatrek.

**Cannatrek Shareholder** means a person who is registered as the holder of one or more Cannatrek Shares from time to time.

**Cash Out Shareholder** means a Scheme Shareholder (not being an Ineligible Foreign Shareholder) who, based on their holding of Scheme Shares on the date of the Scheme Record Date, would, on implementation of the Scheme, be entitled to receive in aggregate less than a Marketable Parcel of New LGP Ordinary Shares (assessed by reference to the last traded price of LGP Shares on ASX on the Trading Day as at the Scheme Record Date).

**Constitution** means the constitution of Cannatrek, as amended from time to time.

**Converted Shares** has the meaning given in clause 6.5(a)(v).

**Corporations Act** means the Corporations Act 2001 (Cth), as amended by any applicable ASIC class order, ASIC legislative instrument or ASIC relief.

**Court** means the Supreme Court of Victoria or otherwise a court of competent jurisdiction under the Corporations Act as agreed to in writing between Cannatrek and LGP.

**Deed Poll** means the deed poll executed on [●] by LGP in favour of the Scheme Shareholders in the form attached at Annexure 2 of the Scheme Implementation Deed or in such other form as the parties agree in writing.

**Duty** means any stamp, transaction or registration duty or similar charge imposed by any Government Agency and any penalty, fine, interest or additional charge payable in relation to any such duty or charge, but excludes any Tax.



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**Effective** means, when used in relation to this Scheme, the coming into effect under section 411(10) of the Corporations Act of the order of the Court made under section 411(4)(b) (and, if applicable, section 411(6)) of the Corporations Act in relation to this Scheme, but in any event at no time before an office copy of the order is lodged with ASIC.

**Effective Date** means the date on which this Scheme becomes Effective.

**Encumbrance** means any security interest (within the meaning of section 51A of the Corporations Act) and any option, right to acquire, right of pre-emption, assignment by way of security, trust arrangement for the purpose of providing security, retention arrangement or other security interest of any kind, and any agreement to create any of the foregoing.

**End Date** means the date which is six months after the date of the Scheme Implementation Deed or such other date as may be agreed in writing between Cannatrek and LGP.

**Excluded Shareholder** means a holder of one or more Excluded Shares.

**Excluded Shares** means any Cannatrek Shares held by any person on or behalf of or for the benefit of any LGP Group Member.

**Financial Indebtedness** means any debt or monetary liability (whether actual or contingent) in respect of monies borrowed or raised or any financial accommodation including under or in respect of any (without double counting):

(a) debit balances (after application of any cash pooling and account set off arrangements) at banks or financial institutions;

(b) advance, loan, bill, bond, debenture, note or similar instrument;

(c) drawing, acceptance, endorsement, collecting or discounting arrangement;

(d) guarantee; or

(e) finance or capital raised to the extent required in accordance with Australian Accounting Standards to be treated as borrowing.

**Government Agency** means any Australian or foreign government or governmental, semi-governmental, administrative, fiscal, judicial or quasi-judicial agency, authority, board, commission, tribunal or entity. It also includes any government minister (and their delegate), any self-regulatory organisation established under statute or any securities exchange and, for the avoidance of doubt, includes ASIC, ASX, ACCC, the Takeovers Panel and equivalent bodies in jurisdictions outside Australia.

**Implementation Date** means the fifth Business Day after the Scheme Record Date, or such other date after the Scheme Record Date agreed to in writing between LGP and Cannatrek.

**Ineligible Foreign Holder** means a Scheme Shareholder:

(a) who (as at the Scheme Record Date) is (or is acting on behalf of) a citizen or resident of a jurisdiction other than residents of Australia, Canada, the Netherlands, Singapore, the United Kingdom or the United States of America; or

(b) whose address shown in the Cannatrek Share Register (as at the Scheme Record Date) is a place outside Australia, Canada, the Netherlands, Singapore, the United Kingdom or the United States of America or who is acting on behalf of such a person,

unless LGP determines it is lawful (by the laws of the relevant place) and not unduly onerous or unduly impracticable to issue that Scheme Shareholder with LGP Shares on implementation of the Scheme.



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**LGP** has the meaning given in Recital B.

**LGP Group** means LGP and its Related Entities (but excluding members of the Cannatrek Group) and **LGP Group Member** means any of them.

**LGP Share** means one ordinary share in the share capital of LGP.

**LGP's Constitution** means the constitution of LGP, as amended from time to time.

**Marketable Parcel** has the meaning given in the ASX Listing Rules.

**Net Cash** means, in relation to Cannatrek, the aggregate amount of:

(a) cash, cash equivalents and short term interest bearing deposits (where the terms 'cash' and 'cash equivalents' are as defined in the Australian Accounting Standards and any authoritative interpretations issued by the AASB); *less*

(b) Financial Indebtedness.

**New LGP CV Shares** means a contingent value share in the capital of LGP to be issued under the Scheme as part of the Scheme Consideration on the terms set out in Schedule 7 of the Scheme Implementation Deed.

**New LGP Ordinary Shares** means LGP Shares to be issued under the Scheme as part of the Scheme Consideration.

**New LGP Shares** means New LGP Ordinary Shares and New LGP CV Shares.

**Proceeds** means the gross proceeds of the sale of the Sale Shares under clause 6.5(a)(ii) or 6.5(a)(v) (as applicable), after deducting applicable brokerage, duty and other selling costs, taxes and charges.

**Registered Address** means, in relation to a Scheme Shareholder, the address of that Scheme Shareholder shown in the Cannatrek Share Register as at the Scheme Record Date.

**Sale Agent** means a nominee appointed by LGP.

**Sale Shares** means the New LGP Shares to which Ineligible Foreign Holders or Cash Out Shareholders would have been entitled under this Scheme but for the operation of clause 6.5.

**Scheme** means this scheme of arrangement under Part 5.1 of the Corporations Act between Cannatrek and the Scheme Shareholders as set out in this document, subject to any alterations or conditions made or required by the Court and agreed to by LGP and Cannatrek (such agreement not to be unreasonably withheld or delayed) made or required by the Court under section 411(6) of the Corporations Act and agreed to by Cannatrek and LGP.

**Scheme Consideration** means, subject to clause 6.5 of this Scheme:

(c) 1.835806 New LGP Ordinary Shares for each 1 Scheme Share held by the relevant Scheme Shareholder; and

**(d)** 0.727502 New LGP CV Shares for each 1 Scheme Share held by the relevant Scheme Shareholder.

**Scheme Implementation Deed** means the Scheme Implementation Deed dated 14 January 2026 between LGP and Cannatrek.

**Scheme Meeting** means the meeting of Cannatrek Shareholders (other than Excluded Shareholders) ordered by the Court to be convened under section 411(1) of the Corporations Act in relation to this Scheme, and includes any adjournment or postponement of that meeting.



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**Scheme Orders** means the orders of the Court made under section 411(4)(b) of the Corporations Act (and if applicable, section 411(6) of the Corporations Act) in relation to this Scheme.

**Scheme Record Date** means 7:00pm on the second Business Day after the Effective Date or such other time and date after the Effective Date agreed to in writing between Cannatrek and LGP.

**Scheme Shareholder** means a person who is registered in the Cannatrek Share Register as the holder of one or more Scheme Shares, excluding any Excluded Shareholder.

**Scheme Shares** means the Cannatrek Shares on issue as at the Scheme Record Date.

**Scheme Transfer** means a duly completed and executed proper instrument of transfer in respect of the Scheme Shares for the purposes of section 1071B of the Corporations Act, from Scheme Shareholders as transferors to LGP (or LGP Group Member, as applicable) as transferee, which may be a master transfer of all or part of the Scheme Shares held by Scheme Shareholders.

**Second Court Date** means the first day on which an application made to the Court for an order under section 411(4)(b) of the Corporations Act approving the Scheme is heard or, if the application is adjourned for any reason, the day on which the adjourned application is heard.

**Takeovers Panel** means the Australian Takeovers Panel constituted under the Australian Securities and Investments Commission Act 2001 (Cth).

**Trading Day** means a 'trading day' as defined in the ASX Listing Rules.

**Transaction Costs** means any adviser costs, service fees, finder's fees or other costs or fees (in each instance inclusive of any applicable GST) relating to the transactions contemplated under this deed incurred or payable by Cannatrek in connection with (or that are otherwise conditional on or triggered by) the sale and purchase of the Scheme Shares.

**Trust Account** means an Australian dollar denominated trust account held with an Australian bank operated by LGP (or by the Cannatrek Share Registry on behalf of LGP) as trustee for the Ineligible Foreign Holders and Cash Out Shareholders.

## 1.2 Interpretation

(a) Headings are for convenience only and do not affect interpretation.

(b) Mentioning anything after includes, including, for example, or similar expressions, does not limit what else might be included.

(c) The following rules apply unless the context requires otherwise.

(i) The singular includes the plural, and the converse also applies.

(ii) A gender includes all genders.

(iii) If a word or phrase is defined, its other grammatical forms have a corresponding meaning.

(iv) A reference to a person includes a corporation, trust, partnership, unincorporated body or other entity, whether or not it comprises a separate legal entity.

(v) A reference to a clause is a reference to a clause of this Scheme.

(vi) A reference to an agreement or document (including a reference to this document) is to the agreement or document as amended, supplemented, novated or replaced, except to the extent prohibited by this document or that other agreement or document.



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(vii) A reference to writing includes any method of representing or reproducing words, figures, drawings or symbols in a visible and tangible form.

(viii) A reference to a person includes the person's successors, permitted substitutes and permitted assigns (and, where applicable, the person's legal personal representatives).

(ix) A reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it.

(x) A reference to *dollars* or $ is to Australian currency.

(xi) Words and phrases not specifically defined in this Scheme have the same meanings (if any) given to them in the Corporations Act.

(xii) A reference to time is to Melbourne, Australia time.

(xiii) If the day on which any act, matter or thing is to be done is a day other than a Business Day, such act, matter or thing must be done on the immediately succeeding Business Day.

## 2. Conditions

### 2.1 Conditions Precedent

This Scheme is conditional upon, and will have no force or effect until, the satisfaction of each of the following conditions precedent:

(a) as at 8.00am on the Second Court Date each of the conditions precedent set out in clause 3.1 of the Scheme Implementation Deed (other than the condition precedent relating to the approval of the Court set out in clause 3.1(e) of the Scheme Implementation Deed) has been satisfied or waived in accordance with the Scheme Implementation Deed;

(b) as at 8.00am on the Second Court Date, neither the Scheme Implementation Deed nor the Deed Poll has been terminated in accordance with its terms;

(c) the Court makes orders approving this Scheme under section 411(4)(b) of the Corporations Act, including with such alterations made or required by the Court under section 411(6) of the Corporations Act and that are agreed to by Cannatrek and LGP;

(d) such other conditions made or required by the Court under section 411(6) of the Corporations Act in relation to this Scheme and that are agreed to by Cannatrek and LGP have been satisfied or waived; and

(e) the orders of the Court made under section 411(4)(b) (and, if applicable, section 411(6)) of the Corporations Act approving this Scheme come into effect, pursuant to section 411(10) of the Corporations Act on or before the End Date.

## 3. Lapsing

This Scheme will lapse and be of no further force or effect if:

(a) the Effective Date does not occur on or before the End Date; or

(b) the Scheme Implementation Deed or the Deed Poll is terminated in accordance with its terms,

unless Cannatrek and LGP otherwise agree in writing.



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## 4. Scheme becoming Effective

Subject to clause 2, this Scheme will take effect on and from the Effective Date.

## 5. Implementation of Scheme

(a) If the conditions precedent in clause 2.1 are satisfied or waived, Cannatrek must lodge with ASIC, in accordance with section 411(10) of the Corporations Act, an office copy of the Scheme Orders as soon as possible and in any event before 5.00pm on the Business Day immediately following the day on which the Scheme Orders are entered, or such other date as agreed by Cannatrek and LGP.

(b) On the Implementation Date, subject to the provision of the Scheme Consideration in the manner contemplated by clause 6, all of the Scheme Shares, together with all rights and entitlements attaching to the Scheme Shares as at the Implementation Date, will be transferred to LGP, without the need for any further act by any Scheme Shareholder (other than acts performed by Cannatrek or any of its directors and officers as attorney and agent for Scheme Shareholders under this Scheme), by:

(i) Cannatrek delivering to LGP for execution a duly completed (and, if necessary, stamped) Scheme Transfer to transfer all of the Scheme Shares to LGP, duly executed by Cannatrek (or any of its directors and officers) as the attorney and agent of each Scheme Shareholder as transferor under clause 8.3;

(ii) LGP, duly executing the Scheme Transfer as transferee and delivering it to Cannatrek (or the Cannatrek Share Registry) for registration; and

(iii) Cannatrek, immediately after receipt of the Scheme Transfer under clause 5(b)(ii) (but subject to stamping of the Scheme Transfer, if required), entering, or procuring the entry of, the name and address of LGP, in the Cannatrek Share Register as the holder of all of the Scheme Shares.

## 6. Scheme Consideration

### 6.1 Entitlement to Scheme Consideration

Subject to the terms of this Scheme, each Scheme Shareholder will be entitled to be issued the Scheme Consideration for each Scheme Share held by that Scheme Shareholder.

### 6.2 Consideration under the Scheme

(a) Before 5.00pm on the Implementation Date, LGP must issue to each Scheme Shareholder who is not an Ineligible Foreign Shareholder or a Cash Out Shareholder such number of New LGP Shares which it is required to issue to Scheme Shareholders and the Sale Agent under this Scheme by:

(i) procuring that the name of each Scheme Shareholder entitled to receive New LGP Shares under this Scheme is entered in LGP's register of members as the holder of the New LGP Shares to which the Scheme Shareholder is entitled (using the same holding name and address and other details as the holding of the relevant Scheme Shares); and

(ii) procuring that the name of Sale Agent is entered in LGP's register of members as the holder of the Sale Shares (using such holding details as are notified by the Sale Agent).

(b) Subject to this Scheme becoming Effective, LGP must ensure that:

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(i) each New LGP Ordinary Share issued as Scheme Consideration will at the time it is issued rank equally with all LGP Shares then on issue and each New LGP CV Shares will at the time it is issued rank equally with all other New LGP CV Shares issued; and

(ii) each New LGP Share issued as Scheme Consideration:

(A) be duly and validly issued in accordance with applicable laws and LGP's Constitution; and

(B) be issued fully paid and free from any Encumbrances and interests of third parties of any kind, whether legal or otherwise.

(c) Each Scheme Shareholder that becomes a shareholder of LGP will be taken, automatically through this Scheme, to have agreed to become a member of LGP in accordance with LGP's Constitution.

(d) On or before the date that is 2 Business Days after the Implementation Date, LGP must send, or procure the sending of, a certificate, allotment advice or holding statement (or equivalent document) to each Scheme Shareholder entitled to receive New LGP Shares under this Scheme, reflecting the issue of such New LGP Shares.

### 6.3 Fractional entitlements

(a) If the number of Cannatrek Shares held by a Scheme Shareholder at the Scheme Record Date is such that the aggregate entitlement of the Scheme Shareholder to Scheme Consideration comprising LGP Shares includes a fractional entitlement to a LGP Share, the entitlement will be rounded as follows:

(i) if the fractional entitlement is less than 0.5, it will be rounded down the nearest whole number of New LGP Shares; and

(ii) if the fractional entitlement is equal to or more than 0.5, it will be rounded up to the nearest whole number of New LGP Shares.

(b) Where the calculation of the Proceeds to be paid to an Ineligible Foreign Holder or Cash Out Shareholder under clause 6.5 would result in the Ineligible Foreign Holder or Cash Out Shareholder becoming entitled to a fraction of a cent, that fractional entitlement will be rounded down to the nearest whole cent.

### 6.4 Share splitting

If LGP is of the opinion (acting reasonably) that two or more Scheme Shareholders (each of which holds a number of Scheme Shares that results in a fractional entitlement to Scheme Consideration) have, before the Scheme Record Date, been party to a shareholding splitting or division in an attempt to obtain an advantage by reference to the rounding, LGP may give notice to those Scheme Shareholders:

(a) setting out the names and Registered Addresses of all of them;

(b) stating that opinion; and

(c) attributing to one of them specifically identified in the notice the Scheme Shares held by all of them,

and, after such notice has been given:

(d) the Scheme Shareholder specifically identified in the notice as the deemed holder of all the specified Scheme Shares will, for the purposes of the Scheme and Deed Poll, be taken to



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hold all of those Scheme Shares and each of the other Scheme Shareholders whose names and Registered Addresses are set out in the notice will, for the purposes of the Scheme and Deed Poll, be taken to hold no Scheme Shares; and

(e) LGP, in complying with the other provisions of the Scheme and Deed Poll relating to it in respect of the Scheme Shareholder specifically identified in the notice as the deemed holder of all the specified Scheme Shares, will be taken to have satisfied and discharged its obligations to the other Scheme Shareholders names in the notice under the terms of the Scheme and Deed Poll.

## 6.5 Ineligible Foreign Holders and Cash Out Shareholders

(a) LGP will be under no obligation under the Scheme or Deed Poll to provide and will not provide, any New LGP Shares to Ineligible Foreign Holders or Cash Out Shareholders, and instead, unless Cannatrek and LGP otherwise agree:

(i) on or before the Implementation Deed, LGP must issue the New LGP Shares which would otherwise be required to be provided to the Ineligible Foreign Holders or Cash Out Shareholders (as applicable) under the Scheme or Deed Poll to the Sale Agent;

(ii) LGP must procure that, as soon as reasonably practicable after the Implementation Date and, in any event, not more than 15 Business Days after the Implementation Date, the Sale Agent, sells or procures the sale, in the ordinary course of trading on ASX, of all the New LGP Ordinary Shares issued to the Sale Agent, in such manner, at such price and on such other terms as the Sale Agent determines in good faith;

(iii) as soon as reasonably practicable after the last sale of New LGP Ordinary Shares in accordance with clause 6.5(a)(ii), LGP must procure that Sale Agent remits the Proceeds into the Trust Account (for payment by LGP to the Ineligible Foreign Holders or Cash Out Shareholders (as applicable) in accordance this Scheme);

(iv) as soon as practicable following payment into the Trust Account of the Proceeds, LGP must pay, or procure the payment, from the Trust Account to each Ineligible Foreign Holder or Cash Out Shareholders (as applicable) such amount of cash as is due to that Scheme Shareholder as Scheme Consideration in respect of the New LGP Ordinary Shares forming part of their Sale Shares, being in the case of each such person the amount "A" calculated in accordance with the following formula and rounded to the nearest whole cent:

$$\boldsymbol{A = \left(\frac{B}{C}\right) x\ D}$$

where:

**A** = the amount to be paid to each relevant Ineligible Foreign Holder and Cash Out Shareholder;

**B** = the number of LGP New Ordinary Shares that would have been issued to that Ineligible Foreign Holder or Cash Out Shareholder had they not been an Ineligible Foreign Holder or Cash Out Shareholder and which were issued to the Sale Agent;

**C** = the total number of LGP New Ordinary Shares which would otherwise have been issued to all Ineligible Foreign Shareholders and Cash Out Shareholders which were issued to the Sale Agent; and

**D** = the Proceeds;

(v) LGP must procure that, as soon as reasonably practicable and, in any event, not more than 15 Business Days after the issue of the LGP Shares (if any) issued to the



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Sale Agent on conversion of the New LGP CV Shares (**Converted Shares**), the Sale Agent, sells or procures the sale, in the ordinary course of trading on ASX, of all the Converted Shares (if any) issued to the Sale Agent, at such price and on such other terms as the Sale Agent determines in good faith;

(vi) as soon as reasonably practicable after the last sale of Converted Shares (if any) in accordance with clause 6.5(a)(v), LGP must procure that Sale Agent remits the Proceeds into the Trust Account (for payment by LGP to the Ineligible Foreign Holders or Cash Out Shareholders (as applicable) in accordance this Scheme);

(vii) as soon as practicable following payment into the Trust Account of the Proceeds, LGP must pay, or procure the payment, from the Trust Account to each Ineligible Foreign Holder or Cash Out Shareholders (as applicable) such amount of cash as is due to that Scheme Shareholder as Scheme Consideration in respect of the Converted Shares, being in the case of each such person the amount "A" calculated in accordance with the following formula and rounded to the nearest whole cent:

$$\boldsymbol{A = \left(\frac{B}{C}\right) x\ D}$$

where:

**A** = the amount to be paid to each relevant Ineligible Foreign Holder and Cash Out Shareholder;

**B** = the number of Converted Shares that would have been issued to that Ineligible Foreign Holder or Cash Out Shareholder had they not been an Ineligible Foreign Holder or Cash Out Shareholder and which were issued to the Sale Agent;

**C** = the total number of Converted Shares which would otherwise have been issued to all Ineligible Foreign Shareholders and Cash Out Shareholders which were issued to the Sale Agent; and

**D** = the Proceeds.

(b) None of Cannatrek, LGP or Sale Agent gives any assurance as to the price that will be achieved for the sale of LGP Shares described in clause 6.5(a) above. The sale of New LGP Ordinary Shares and Converted Shares by the Sale Agent will be at the risk of the Ineligible Foreign Holders and Cash Out Shareholders.

(c) Payment of the amount calculated in accordance with clause 6.5(a) to an Ineligible Foreign Shareholder or Cash Out Shareholder (as applicable) satisfies in full the Ineligible Foreign Shareholder's or Cash Out Shareholder's (as applicable) right to Scheme Consideration.

(d) Unless otherwise directed by the Ineligible Foreign Shareholder or Cash Out Shareholder (as applicable) before the Scheme Record Date, the amount referred to in clause 6.5(a)(iv) and 6.5(a)(vii) must be paid by LGP doing any of the following at its election:

(i) sending it (or procuring that it is sent) to the Scheme Shareholder's registered address by cheque in Australian currency drawn out of the Trust Account; or

(ii) depositing it via an electronic funds transfer (or procuring that it is deposited via an electronic funds transfer) it into an account with any Australian ADI (as defined in the Corporations Act) notified to LGP (or Cannatrek Share Registry) by an appropriate authority from the Ineligible Foreign Holder or Cash Out Shareholder.

(e) If there is any surplus in the amount held by LGP in the Trust Account, that surplus less any bank fees and other bank charges will be to the account of LGP. Any interest on the amounts deposited in the Trust Account (less bank fees and other charges) will be to LGP's account.



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(f) Where the issue of New LGP Shares to which a Scheme Shareholder (other than an Ineligible Foreign Shareholder or a Cash-Out Shareholder) would otherwise be entitled under this Scheme would result in a breach of applicable law:

(i) LGP will issue the maximum possible number of New LGP Shares to the Scheme Shareholder without giving rise to such a breach; and

(ii) any further New LGP Shares to which that Scheme Shareholder is entitled, but the issue of which to the Scheme Shareholder would give rise to such a breach, will instead be issued to the Sale Agent and dealt with under the preceding provisions in this clause 6, as if a reference to Ineligible Foreign Shareholders or Cash Out Shareholder (as applicable) also included that Scheme Shareholder and references to that person's New LGP Shares in that clause were limited to the New LGP Shares issued to the Sale Agent.

(g) If any amount is required under any applicable law or by any Government Agency to be:

(i) withheld from an amount payable under clause 6.5(a)(iv) and paid to that entity or authority; or

(ii) retained by LGP out of an amount payable under clause 6.5(a)(iv),

its payment or retention by or on behalf of LGP will constitute the full discharge of LGP's obligations under this clause with respect to the amount so paid or retained until it is no longer required to be retained.

(h) Each Ineligible Foreign Holder and each Cash Out Shareholder appoints LGP as its agent to receive on its behalf any financial services guide or other notices (including any updates of those documents) (or equivalent) that the Sale Agent is required to provide to Ineligible Foreign Holders and Cash Out Shareholder under the Corporations Act, or any other applicable law.

### 6.6 Joint holders

In the case of Scheme Shares held in joint names:

(a) the New LGP Shares to be issued under this Scheme must be issued to and registered in the names of the joint holders;

(b) any cheque required to be sent under this Scheme will be made payable to the joint holders and sent to either, at the sole discretion of Cannatrek, the holder whose name appears first in the Cannatrek Share Register as at the Scheme Record Date or to the joint holders; and

(c) any other document required to be sent under this Scheme, will be forwarded to either, at the sole discretion of Cannatrek, the holder whose name appears first in the Cannatrek Share Register as at the Scheme Record Date or to the joint holders.

### 6.7 Cancellation and re-issue of cheques

(a) LGP may cancel a cheque issued under this clause 6 if the cheque:

(i) is returned to LGP or the Cannatrek Share Registry; or

(ii) has not been presented for payment within six months after the date on which the cheque was sent.

(b) During the period of 12 months commencing on the Implementation Date, on request in writing from a Scheme Shareholder to LGP or the Cannatrek Share Registry (which request



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may not be made until the date which is 20 Business Days after the Implementation Date), LGP must reissue a cheque that was previously cancelled under clause 6.7(a).

### 6.8 Unclaimed monies

The *Unclaimed Money Act 2008* (Vic) will apply in relation to any Scheme Consideration which becomes 'unclaimed money' (as defined in section 3 of the *Unclaimed Money Act 2008* (Vic)).

### 6.9 Orders of a court or Government Agency

(a) If written notice is given to Cannatrek or LGP (or the Cannatrek Share Registry) of an order or direction made by a court of competent jurisdiction or by another Government Agency that:

(i) requires consideration to be provided to a third party (either through payment of a sum or the issuance of a security) in respect of Scheme Shares held by a particular Scheme Shareholder, which would otherwise be payable or required to be issued to that Scheme Shareholder by Cannatrek or LGP in accordance with this clause 6, then Cannatrek or LGP shall be entitled to procure that provision of that consideration is made in accordance with that order or direction; or

(ii) prevents Cannatrek or LGP from providing consideration to any particular Scheme Shareholder in accordance with this clause 6, or the payment or issuance of such consideration is otherwise prohibited by applicable law, Cannatrek or LGP shall be entitled to (as applicable):

(A) where the relevant Scheme Shareholder is an Ineligible Foreign Shareholder or Cash Out Shareholder (as applicable), to retain an amount, in Australian currency, equal to the relevant Scheme Shareholder's share of any Proceeds; and/or

(B) not issue, or to issue to a trustee or nominee, the relevant securities or retain an amount equal to the number of Scheme Shares held by that Scheme Shareholder multiplied by the Scheme Consideration, until such time as issuance or payment in accordance with this clause 6 is permitted by that (or another) court or direction or otherwise by law.

(b) To the extent that issuances or amounts are so deducted or withheld in accordance with clause 6.9(a), such deducted or withheld issuances or amounts will be treated for all purposes under this Scheme as having been paid to the person in respect of which such deduction and withholding was made, provided that such deducted or withheld amounts are actually remitted as required.

## 7. Dealings in Cannatrek Shares

### 7.1 Dealings in Cannatrek Shares by Scheme Shareholders

For the purpose of establishing the identity of the Scheme Shareholders, subject to the Constitution, dealings in Cannatrek Shares and other alterations to the Cannatrek Share Register will be recognised by Cannatrek provided that registrable transfers or transmission applications in respect of those dealings, or valid requests in respect of other alterations, are received by the Cannatrek Share Registry by 5.00pm on the day which is the Scheme Record Date at the place where the Cannatrek Share Register is located (in which case Cannatrek must register such transfers or transmission applications before 7.00pm on that day), and Cannatrek will not accept for registration, nor recognise for the purpose of establishing the persons who are Scheme Shareholders nor for any other purpose (other than to transfer to LGP, pursuant to this Scheme and any subsequent transfers by LGP, and its successors in title), any transfer or transmission application in respect of Cannatrek Shares received after such times, or received prior to such times but not in actionable or registrable form (as appropriate).



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### 7.2 Register

(a) Cannatrek will, until the Scheme Consideration has been provided and the name and address of LGP, has been entered in the Cannatrek Share Register as the holder of all of the Scheme Shares, maintain, or procure the maintenance of, the Cannatrek Share Register in accordance with this clause 7, and the Cannatrek Share Register in this form and the terms of this Scheme will solely determine entitlements to the Scheme Consideration.

(b) As from the Scheme Record Date (and other than for LGP, following the Implementation Date), each entry in the Cannatrek Share Register as at the Scheme Record Date relating to Scheme Shares will cease to have any effect other than as evidence of the entitlements of Scheme Shareholders to the Scheme Consideration in respect of those Scheme Shares.

(c) As soon as possible on or after the Scheme Record Date, and in any event within two Business Days after the Scheme Record Date, Cannatrek will ensure that details of the names, Registered Addresses and holdings of Cannatrek Shares for each Scheme Shareholder as shown in the Cannatrek Share Register are available to LGP.

### 7.3 Effect of share certificates and holding statements

As from the Scheme Record Date (and other than for LGP, following the Implementation Date), all share certificates and holding statements for Scheme Shares (other than statements of holding in favour of LGP) will cease to have effect as documents of title in respect of those Scheme Shares.

### 7.4 No disposals after Record Date

If this Scheme becomes Effective, each Scheme Shareholder, and any person claiming through that Scheme Shareholder, must not dispose of or purport or agree to dispose of any Scheme Shares or any interest in them after 5.00pm on the Scheme Record Date (other than to LGP, in accordance with this Scheme and any subsequent transfers by LGP, and its successors in title), and any attempt to do so will have no effect and Cannatrek shall be entitled to disregard any such disposal, purported disposal or agreement.

## 8. General provisions

### 8.1 Further assurances

(a) Each Scheme Shareholder and Cannatrek will do all things and execute all deeds, instruments, transfers or other documents as may be necessary or desirable to give full effect to the terms of this Scheme and the transactions contemplated by it.

(b) Without limiting Cannatrek's other powers under this Scheme, Cannatrek has power to do all things that it considers necessary or desirable to give effect to this Scheme and the transactions contemplated by it.

### 8.2 Scheme Shareholders' agreements and consents

Each Scheme Shareholder:

(a) irrevocably agrees to the transfer of their Scheme Shares, together with all rights and entitlements attaching to those Scheme Shares, to LGP, in accordance with the terms of this Scheme;

(b) agrees to the variation, cancellation or modification of the rights attaching to their Cannatrek Shares constituted by or resulting from this Scheme;

(c) agrees to, on the direction of LGP, destroy any holding statements or share certificates relating to their Cannatrek Shares;



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(d) acknowledges and agrees that this Scheme binds Cannatrek and all Scheme Shareholders (including those who did not attend the Scheme Meeting or did not vote at that meeting or voted against this Scheme at that Scheme Meeting) and, to the extent of any inconsistency, overrides the Constitution; and

(e) irrevocably consents to Cannatrek and LGP doing all things and executing all deeds, instruments, transfers or other documents as may be necessary or desirable to give full effect to the terms of the Scheme and the transactions contemplated by it,

without the need for any further act by that Scheme Shareholder.

### 8.3 Appointment of Cannatrek as attorney for implementation of Scheme

Each Scheme Shareholder, without the need for any further act by that Scheme Shareholder, irrevocably appoints Cannatrek and each of its directors, officers and secretaries (jointly and each of them severally) as that Scheme Shareholder's agent and attorney for the purpose of:

(a) doing all things and executing all deeds, instruments, transfers or other documents as may be necessary or desirable to give full effect to the terms of this Scheme and the transactions contemplated by it, including the effecting of a valid transfer or transfers (or the execution and delivery of any Scheme Transfer) under clause 5(b)(i); and

(b) enforcing the Deed Poll against LGP,

and Cannatrek accepts such appointment. Cannatrek, as agent and attorney of each Scheme Shareholder, may sub delegate its functions, authorities or powers under this clause 7.3 to all or any of its directors and officers (jointly, severally, or jointly and severally).

### 8.4 Warranty by Scheme Shareholders

(a) Each Scheme Shareholder is deemed to have warranted to LGP, and, to the extent enforceable, to have appointed and authorised Cannatrek as that Scheme Shareholder's agent and attorney to warrant to LGP, that:

(i) all of their Scheme Shares (including all rights and entitlements attaching to those Scheme Shares) will, at the time of the transfer of them to LGP, pursuant to this Scheme, be fully paid and free from all mortgages, charges, liens, encumbrances, pledges, security interests (including 'security interests' within the meaning of section 12 of the *Personal Property Securities Act 2009* (Cth)) and other interests of third parties of any kind, whether legal or otherwise, and restrictions on transfer of any kind;

(ii) they have full power and capacity to sell and to transfer their Scheme Shares (together with any rights and entitlements attaching to those Scheme Shares) to LGP, pursuant to this Scheme; and

(iii) they have no existing right to be issued any Cannatrek Shares, or any options, performance rights, securities or other instruments exercisable, or convertible, into Cannatrek Shares.

Cannatrek undertakes in favour of each Scheme Shareholder that it will provide such warranty, to the extent enforceable, to LGP, on behalf of that Scheme Shareholder.

### 8.5 Title to and rights in Scheme Shares

(a) To the extent permitted by law, the Scheme Shares (including all rights and entitlements attaching to the Scheme Shares) transferred under this Scheme to LGP, will, at the time of transfer of them to LGP, be fully paid and free from all mortgages, charges, liens, encumbrances, pledges, security interests (including 'security interests' within the meaning



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of section 12 of the *Personal Property Securities Act 2009* (Cth)) and other interests of third parties of any kind, whether legal or otherwise, and restrictions on transfer of any kind.

(b) Immediately upon the issue of the Scheme Consideration in the manner contemplated by clause 6.2, LGP, will be beneficially entitled to the Scheme Shares transferred to it under this Scheme pending registration by Cannatrek of the name and address of LGP, in the Cannatrek Share Register as the holder of the Scheme Shares.

### 8.6 Appointment of LGP as attorney and agent for Scheme Shareholders

(a) Immediately upon the provision of the Scheme Consideration in the manner contemplated by clause 6 and until the time LGP is registered in the Cannatrek Share Register as the holder of all Scheme Shares, each Scheme Shareholder:

(i) without the need for any further act by that Cannatrek Shareholder, irrevocably appoints LGP as its proxy to (and irrevocably appoints LGP, as its agent and attorney for the purpose of appointing any director or officer of LGP, as that Cannatrek Shareholder's proxy and, where appropriate, its corporate representative to):

(A) attend shareholders' meetings of Cannatrek;

(B) exercise the votes attaching to the Cannatrek Shares registered in the name of the Cannatrek Shareholder; and

(C) sign any Cannatrek Shareholders' resolution;

(ii) must take all other action in the capacity of an Cannatrek Shareholder as LGP, reasonably directs; and

(iii) acknowledges and agrees that in exercising the powers referred to in clause 8.6(a), LGP, and any person nominated by LGP, under clause 8.6(a) may act in the best interests of LGP, as the intended registered holder of the Scheme Shares.

(b) Until the time LGP is registered in the Cannatrek Share Register as the holder of all Scheme Shares, no Cannatrek Shareholder may attend or vote at any meetings of Cannatrek Shareholders or sign any Cannatrek Shareholders' resolution (whether in person, by proxy or by corporate representative) other than under this clause 8.6.

### 8.7 Alterations and conditions to Scheme

If the Court proposes to approve this Scheme subject to any alterations or conditions, Cannatrek may, by its counsel or solicitors, and with the prior written consent of LGP:

(a) consent on behalf of all persons concerned, including each Cannatrek Shareholder, to those alterations or conditions; and

(b) each Scheme Shareholder agrees to any such alterations or conditions to which Cannatrek has consented.

### 8.8 Enforcement of Deed Poll

Cannatrek undertakes in favour of each Scheme Shareholder that it will enforce the Deed Poll against LGP on behalf of and as agent and attorney for the Scheme Shareholders.

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### 8.9 Consent

Each of the Scheme Shareholders consents to Cannatrek doing all things necessary or incidental to the implementation of this Scheme, whether on behalf of the Scheme Shareholders, Cannatrek or otherwise.

### 8.10 Notices

(a) Where a notice, transfer, transmission application, direction or other communication referred to in this Scheme is sent by post to Cannatrek, it will not be deemed to be received in the ordinary course of post or on a date other than the date (if any) on which it is actually received at Cannatrek's registered office or by the Cannatrek Share Registry, as the case may be.

(b) The accidental omission to give notice of the Scheme Meeting or the non-receipt of such notice by an Cannatrek Shareholder will not, unless so ordered by the Court, invalidate the Scheme Meeting or the proceedings of the Scheme Meeting.

### 8.11 Duty

LGP will:

(a) pay all Duty payable under Australian law in connection with the Scheme and the Deed Poll, the performance of the Deed Poll and each transaction effected or made under the Deed Poll, including the transfer by Scheme Shareholders of the Scheme Shares to LGP, pursuant to this Scheme; and

(b) indemnify each Scheme Shareholder against any liability arising from failure to comply with clause 8.11(a).

### 8.12 No liability when acting in good faith

Each Scheme Shareholder agrees that neither Cannatrek nor LGP nor any director, officer or secretary or employee of any of those companies shall be liable for anything done or omitted to be done in the performance of this Scheme or the Deed Poll in good faith.

### 8.13 Governing law and jurisdiction

This document is governed by the laws of Victoria. Each party submits to the non-exclusive jurisdiction of courts exercising jurisdiction there and courts of appeal from them in connection with matters concerning this document. The parties irrevocably waive any objection to the venue of any legal process in these courts on the basis that the process has been brought in an inconvenient forum.

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## Annexure 2 – Form of Deed Poll

**Deed Poll**

**This Deed Poll** is made on

**By**

**Little Green Pharma Ltd ACN 615 586 215** of 13A Bedbrook Place, Shenton Park WA 6008 (**LGP**)

**In favour of**

Each Scheme Shareholder

**Recitals**

A. LGP and Cannatrek Ltd ACN 056 175 369 (**Cannatrek**) have entered into a Scheme Implementation Deed dated 14 January 2026 (the **Scheme Implementation Deed**).

B. Cannatrek has agreed in the Scheme Implementation Deed to propose the Scheme, pursuant to which, subject to the satisfaction or waiver of certain conditions precedent, LGP, will acquire all of the Scheme Shares from Scheme Shareholders for the issue of the Scheme Consideration.

C. In accordance with the Scheme Implementation Deed, LGP is entering into this Deed Poll for the purpose of covenanting in favour of the Scheme Shareholders that LGP will observe and perform the obligations contemplated of it under the Scheme.

**It is agreed** as follows.

### 1. Definitions and Interpretation

#### 1.1 Definitions

Terms defined in the Scheme have the same meaning in this Deed Poll, unless the context requires otherwise.

#### 1.2 Interpretation

The provisions of clause 1.2 of the Scheme form part of this Deed Poll as if set out in full in this Deed Poll, and on the basis that references to 'this Scheme' in that clause are references to 'this Deed Poll'.

### 2. Nature of Deed Poll

LGP acknowledges that:

(a) this Deed Poll may be relied on and enforced by any Scheme Shareholder in accordance with its terms, even though the Scheme Shareholders are not party to it; and

(b) under the Scheme, each Scheme Shareholder appoints Cannatrek and each of its directors and officers (jointly and severally) as its agent and attorney to enforce this Deed Poll against LGP on behalf of that Scheme Shareholder.

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## 3. Conditions precedent and termination

### 3.1 Conditions precedent

The obligations of LGP under this Deed Poll do not become binding on LGP unless and until the Scheme becoming Effective.

### 3.2 Termination

If the Scheme Implementation Deed is terminated before the Effective Date or the Scheme does not become Effective on or before the End Date, the obligations of LGP under this Deed Poll will automatically terminate and the terms of this Deed Poll will be of no further force or effect, unless Cannatrek and LGP otherwise agree in writing.

### 3.3 Consequences of termination

If this Deed Poll is terminated under clause 3.2, then, in addition and without prejudice to any other rights, powers or remedies available to it:

(a) LGP is released from its obligations under this Deed Poll, except those obligations under clause 8.6; and

(b) each Scheme Shareholder retains any rights, powers or remedies that the Scheme Shareholder has against LGP in respect of any breach of LGP's obligations under this Deed Poll that occurred before termination of this Deed Poll.

## 4. Compliance with Scheme obligations

### 4.1 Obligations of LGP

Subject to clause 3, each of LGP covenants in favour of each Scheme Shareholder that it will observe and perform all obligations contemplated of LGP, under the Scheme, including the relevant obligations relating to the provision of the Scheme Consideration in accordance with the terms of the Scheme.

## 5. Representations and warranties

LGP makes the following representations and warranties:

(a) (**Status**) It is a corporation duly incorporated and validly existing under the laws of the place of its incorporation.

(b) (**Power**) It has the power to enter into and perform its obligations under this Deed Poll, and to carry out the transactions contemplated by this Deed Poll.

(c) (**Corporate authorisations**) It has taken all necessary corporate action to authorise the entry into and performance of this Deed Poll by it and to carry out the transactions contemplated by this Deed Poll.

(d) (**Document binding**) This Deed Poll is its valid and binding obligation enforceable in accordance with its terms.

(e) (**Transactions permitted**) The execution and performance by it of this Deed Poll and each transaction contemplated by this Deed Poll did not and will not violate in any respect a provision of:

(i) a law or treaty or a judgment, ruling, order or decree binding on it; or

(ii) its constitution or other constituent documents to which it is a party.



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## 6. Continuing obligations

This Deed Poll is irrevocable and, subject to clause 3, remains in full force and effect until the earlier of:

(a) LGP having fully performed its obligations under this Deed Poll; and

(b) termination of this Deed Poll under clause 3.

## 7. Further assurances

LGP will, to the extent authorised by the Scheme, on behalf of each Scheme Shareholder, do all things and execute all deeds, instruments, transfers or other documents as may be necessary to give full effect to the provisions of this Deed Poll and the transactions contemplated by it.

## 8. General

### 8.1 Notices

Any notice, demand, consent or other communication (a ***Notice***) given or made under this Deed Poll:

(a) must be in writing and signed by a person duly authorised by the sender;

(b) must be delivered to LGP:

(i) by prepaid post (or, if posted to an address in another country, by registered airmail) or by hand to the address below; or

(ii) by email to the email address below or the email address last notified by the intended recipient to the sender:

Address: 13A Bedbrook Place, Shenton Park WA 6008

Attention: Alistair Warren

Email: a.warren@lgp.global and notices@lgpharma.com.au

(c) will be conclusively taken to be duly given or made:

(i) in the case of delivery in person, on the date of the delivery;

(ii) in the case of delivery by post, six Business Days after the date of posting (if posted to an address in the same country) or ten Business Days after the date of posting (if posted to an address in another country); and

(iii) in the case of delivery by email, the earlier of:

(A) the time that the sender receives an automated message from the intended recipient's information system confirming delivery of the email;

(B) the time that the email is first opened or read by the intended recipient, or an employee or officer of the intended recipient; and

(C) two hours after the time the email is sent (as recorded on the device from which the sender sent the email) unless the sender receives, during that two hour period, an automated message that the email has not been delivered,

but if the result is that a Notice would be taken to be given or made:



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(iv) on a day that is not a business day in the place to which the Notice is sent or later than 5:00pm (local time), then it will be taken to have been duly given or made at the start of business on the next business day in that place; or

(v) before 9:00am (local time) on a business day in the place to which the Notice is sent, then it will be taken to have been duly given or made at 9:00am (local time) on that business day in that place.

### 8.2 No waiver

(a) No failure to exercise nor any delay in exercising any right, power or remedy by LGP or by any Scheme Shareholder operates as a waiver.

(b) A single or partial exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. A waiver of any right, power or remedy on one or more occasions does not operate as a waiver of that right, power or remedy on any other occasion, or of any other right, power or remedy.

A waiver is not valid or binding on the person granting that waiver unless made in writing and signed by the person granting the waiver.

### 8.3 Remedies cumulative

The rights, powers and remedies of LGP and of each Scheme Shareholder under this Deed Poll are in addition to, and do not exclude or limit, any right, power or remedy provided by law or equity or by any agreement.

### 8.4 Amendment

No amendment or variation of this Deed Poll is valid or binding unless:

(a) either:

(i) before the Second Court Date, the amendment or variation is agreed to in writing by Cannatrek and LGP (which such agreement may be given or withheld without reference to or approval by any Scheme Shareholder); or

(ii) on or after the Second Court Date, the amendment or variation is agreed to in writing by Cannatrek and LGP (which such agreement may be given or withheld without reference to or approval by any Scheme Shareholder), and is approved by the Court; and

(b) LGP enters into a further deed poll in favour of the Scheme Shareholders giving effect to that amendment or variation.

### 8.5 Assignment

(a) The rights and obligations of LGP and of each Scheme Shareholder under this Deed Poll are personal. They cannot be assigned, encumbered or otherwise dealt with at law or in equity and no person may attempt, or purport, to do so without the prior consent of LGP and Cannatrek.

(b) Any purported dealing in contravention of clause 8.5(a) is invalid.

### 8.6 Duty

LGP will:



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(a) pay all duty (including stamp duty and any related fines, penalties and interest) payable on onthe transfer by Scheme Shareholders of the Scheme Shares to LGP, pursuant to the Scheme; and

(b) indemnify each Scheme Shareholder against any liability arising from failure to comply with clause 8.6(a).

### 8.7 Governing law and jurisdiction

This Deed Poll is governed by the laws of Victoria. LGP submits to the non-exclusive jurisdiction of courts exercising jurisdiction there in connection with matters concerning this Deed Poll.

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**Executed and delivered as a Deed Poll**.

**Executed** by **Little Green Pharma Ltd ACN 615 586 215** in accordance with section 127(1) of the *Corporations Act 2001 (Cth)*:

| | |
|---|---|
| ..... | ..... |
| Signature of director | Signature of director |
| ..... | ..... |
| Name (please print) | Name (please print) |

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