UNITED STATES
SEURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

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

Date of Report (Date of earliest event reported): January 6, 2022 (December 31, 2021)

THE GREENROSE HOLDING COMPANY INC.
(Exact name of Registrant as specified in its charter)

Delaware	**001-39217**	**84-2845696**
(State or other jurisdiction of incorporation or organization)	(Commission File Number)	(I.R.S. Employer Identification Number)

111 Broadway Amityville, NY 11701	**11701**
(Address of principal executive offices)	(Zip Code)

Registrant's telephone number, including area code: (516) 346-5270

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

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation to the Registrant under any of the following provisions:

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

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

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

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

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

Emerging growth company ☒

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

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

Title of Each Class	**Name of Each Exchange on Which Registered**
Units, each consisting of one share of common stock and one redeemable warrant	OTC Pink
Common stock, par value $0.0001 per share	OTCQX
Redeemable warrants, exercisable for shares of common stock at an exercise price of $11.50 per share	OTCQB

Item 1.01 Entry into a Material Definitive Agreement.

Amendment No. 3 to the True Harvest Asset Purchase Agreement

On December 31, 2021, in connection with the closing of its previously announced acquisition of substantially all of the assets and the assumption of certain liabilities of True Harvest, LLC, an Arizona limited liability company ("True Harvest") by True Harvest Holdings, Inc., a Delaware corporation and a wholly-owned subsidiary ("TH Buyer") of The Greenrose Holding Company Inc. ("Greenrose" or the "Company"), the Company, TH Buyer and True Harvest entered into a third amendment ("Amendment No. 3") to the Asset Purchase Agreement dated March 12, 2021 (as amended from time to time, the "True Harvest Asset Purchase Agreement"). The acquisition of substantially all of the assets and the assumption of certain liabilities of True Harvest was completed on December 31, 2021 and is referred to as the "True Harvest Acquisition".

Pursuant to the True Harvest Asset Purchase Agreement, the Company paid aggregate consideration of $57.6 million at closing, consisting of:

- $12.5 million in cash;
- $23.0 million in the form of a convertible note, of which all principal and interest is payable in shares of common stock of the Company, par value $0.0001 per share ("Common Stock") at a conversion price of $10.00 per share or, at the holder's election, cash;
- $4.6 million in assumed debt evidenced by three (3) promissory notes in favor of existing creditors of True Harvest; and
- $17.5 million in shares of Common Stock valued at $3.95 per share.

Pursuant to an Amended Earnout Payment Agreement entered into by the Company, TH Buyer and True Harvest simultaneously with the entry into Amendment No. 3, contingent upon True Harvest achieving a certain price point per pound of cannabis flower relative to total flower production within 36 months following the close of the acquisition, Greenrose will pay additional consideration of up to $35.0 million in the form of an earnout, payable in shares of Common Stock.

The Company financed the True Harvest Acquisition using the proceeds of the Company's delayed draw commitment from the Company's existing lenders (collectively the "Lenders") of Seventeen Million Dollars ($17,000,000) (the "Delayed Draw Commitment").

The Common Stock issued to True Harvest as a portion of the consideration for the True Harvest Acquisition was issued in a private placement exempt from registration pursuant to Rule 506(b) of Regulation D under Section 4(a)(2) of the Securities Act of 1933, as amended.

The foregoing description of Amendment No. 3 to the True Harvest Asset Purchase Agreement and the Amended Earnout Payment Agreement are not complete and is qualified in its entirety by reference to the complete text of Amendment No. 3 to the True Harvest Asset Purchase Agreement (including the exhibits thereto), a copy of which is attached hereto as Exhibit 2.1 and is incorporated herein by reference.

True Harvest Registration Rights Agreement

On December 31, 2021, in connection with the closing of the True Harvest Acquisition, Greenrose entered into a Registration Rights Agreement (the "True Harvest Registration Rights Agreement") with True Harvest, as holder, pursuant to which Greenrose agreed that, at the request of True Harvest, Greenrose will file a registration statement with the Securities and Exchange Commission covering the resale of the shares of Common Stock issued as part of the consideration in the True Harvest Acquisition, and Greenrose will use its reasonable best efforts to have the resale registration statement declared effective as soon as reasonably practicable after the filing thereof. Additionally, True Harvest is entitled to piggyback registration rights.

The foregoing description of the True Harvest Registration Rights Agreement is not complete and is qualified in its entirety by reference to the complete text of the True Harvest Registration Rights Agreement, a copy of which is attached hereto as Exhibit 4.1 and is incorporated herein by reference.

Convertible Promissory Note

Also on December 31, 2021, TH Buyer entered into a convertible promissory note (the "Convertible Promissory Note") with True Harvest, as lender, in aggregate principal amount of $23 million, representing a portion of the consideration paid to True Harvest in the True Harvest Acquisition. The Convertible Promissory Note bears interest at a rate of 8.0% per annum and matures on December 31, 2024. Obligations under the Convertible Promissory Note are guaranteed by Greenrose. All amounts of principal and interest may be paid in shares of Common Stock of the Company at a conversion price equal to $10.00, subject to adjustment, or, at the holder's election, in cash.

The foregoing description of the Convertible Promissory Note is not complete and is qualified in its entirety by reference to the complete text of the Form of Convertible Promissory Note, a copy of which is attached as an exhibit to the Amendment No. 3 to the Asset Purchase Agreement attached hereto as Exhibit 2.1 and is incorporated herein by reference.

Unsecured Promissory Notes

Also on December 31, 2021, TH Buyer entered into three (3) unsecured promissory notes (the "Unsecured Promissory Notes") with certain existing creditors of True Harvest in aggregate amount of $4.6 million, representing the assumption of certain liabilities of True Harvest in connection with the True Harvest Acquisition.

The Unsecured Promissory Notes accrue interest on all outstanding principal amounts at a rate of twelve percent (12.0%) per annum. The Unsecured Promissory Notes are payable in twenty-four (24) equal consecutive monthly payments beginning on January 15, 2022 until January 15, 2024. On January 15, 2024, all amounts then outstanding including principal, accrued but unpaid interest and fees, if any, shall be due. The lenders under the Unsecured Promissory Notes may choose to accelerate all amounts (including principal, accrued but unpaid interest and fees, if any) upon the occurrence and continuation of specified events of default, provided that all payments on account of the principal amount of the Unsecured Promissory Notes, together with all accrued interest thereon, are subject, subordinate and junior, in right of payment and exercise of remedies, to the Company's senior secured debt.

The foregoing description of the Unsecured Promissory Notes is not complete and is qualified in its entirety by reference to the complete text of the Form of Unsecured Promissory Notes, a copy of which is attached as an exhibit to the Amendment No. 3 to the Asset Purchase Agreement attached hereto as Exhibit 2.1 and is incorporated herein by reference.

Amendment No. 1 to the Credit Agreement

On December 31, 2021, immediately prior to the closing of the True Harvest Acquisition, the Company entered into Amendment No. 1 to Credit Agreement ("Amendment No. 1 to Credit Agreement") with DXR Finance, LLC (the "Agent"), and the Lenders. In connection with Amendment No. 1 to Credit Agreement, the Company agreed to issue to the Agent on the delayed draw funding date a Warrant ("Warrant No. 2") representing 550,000 nonvoting shares of Common Stock. Amendment No. 1 to Credit Agreement also provided for certain technical amendments to the Credit Agreement to facilitate the True Harvest Acquisition, including, but not limited to, permitting the Convertible Promissory Note, the Unsecured Promissory Notes, and the Amended Earnout Payment Agreement.

The Company drew Seventeen Million Dollars ($17,000,000) from the Delayed Draw Commitment to finance the True Harvest Acquisition. The loan matures on November 26, 2024 and bears an interest rate of the LIBOR plus the applicable margin of 16% per annum, subject to a LIBOR floor of 1.0%, provided that for the first 12 months after the Closing Date, interest at the rate of 8.5% per annum may be payable-in-kind and thereafter interest at the rate of 5% per annum may be payable in kind. Interest is payable on the last business day of each quarter.

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The Delayed Draw resulted in an incremental 550,000 warrants on the same terms and conditions issued to the lender for a total of 2,550,000 issued, with a modification to the Floor Amount for any cash election made, and providing at least one (1) business day prior notice to the Agent to exercise the Delayed Draw Commitment.

The foregoing description of the Amendment No. 1 to Credit Agreement is not complete and is qualified in its entirety by reference to the complete text of the Amendment No. 1 to Credit Agreement, a copy of which is attached hereto as Exhibit 10.1 and is incorporated herein by reference.

Amended and Restated Warrant No. 1

In connection with the Amendment No. 1 to Credit Agreement, on December 31, 2021 the Company amended and restated warrant no. 1 (the "Amended and Restated Warrant No. 1"), originally issued to the Agent on November 26, 2021. Pursuant to the Amended and Restated Warrant No. 1, the Agent may elect to receive cash in lieu of shares of Common Stock, then such cash payment would be subject to a floor amount (the "Floor Amount"). The "Floor Amount" means:

(1) 6.00 per share for any cash election made following December 31, 2021 and prior to November 26, 2022;

(2) $7.00 per share for any cash election made on or after November 27, 2022 and before November 26, 2023;

(3) $8.00 per share for any cash election made on or after November 27, 2023 and before November 26, 2024;

(4) $9.00 per share for any cash election made on or after November 27, 2024 and before November 26, 2025; and

(5) $10.00 per share for any cash election made on or after November 27, 2025 and before November 26, 2026.

The Amended and Restated Warrant No. 1 was issued to the Agent in a private placement exempt from registration pursuant to Rule 506(b) of Regulation D under Section 4(a)(2 of the Securities Act of 1933, as amended.

The foregoing description of the Amended and Restated Warrant No. 1 is not complete and is qualified in its entirety by reference to the complete text of the Amended and Restated Warrant No. 1, a copy of which is attached hereto as Exhibit 4.2 and is incorporated herein by reference.

Warrant No. 2

In connection with the Amendment No. 1 to Credit Agreement, the Company on December 31, 2021 issued warrant no. 2 ("Warrant No. 2") to the Agent providing for an incremental 550,000 warrants on the same terms and conditions as the Amended and Restated Warrant No. 1, for a total of 2,550,000 warrants issued, with the same modification to the Floor Amount for any cash election made.

The Warrant No. 2 was issued to the Agent in a private placement exempt from registration pursuant to Rule 506(b) of Regulation D under Section 4(a)(2 of the Securities Act of 1933, as amended.

The foregoing description of the Warrant No. 2 is not complete and is qualified in its entirety by reference to the complete text of the Warrant No. 2, a copy of which is attached hereto as Exhibit 4.3 and is incorporated herein by reference.

Item 2.01 Completion of Acquisition or Disposition of Assets.

The information set forth under Item 1.01 of this Current Report is incorporated herein by reference.

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

The information set forth under Item 1.01 of this Current Report under the captions "*—Convertible Promissory Note*," "*—Unsecured Promissory Notes*" and "*—Amendment No. 1 to the Credit Agreement*" is incorporated herein by reference.

Item 3.02 Unregistered Sales of Equity Securities.

The information set forth under Item 1.01 of this Current Report under the captions "*—Amendment No. 3 to the True Harvest Asset Purchase Agreement*," "*—Amended and Restated Warrant No. 1*" and "*—Warrant No. 2*" is incorporated herein by reference

Item 8.01. Other Events.

On January 3, 2022, the Company issued a press release announcing the consummation of the True Harvest Acquisition. A copy of the press release is attached hereto as Exhibit 99.1 and is incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits:

Exhibit No.	Description
2.1†	Amendment No. 3 to the Asset Purchase Agreement dated as of December 31, 2021, by and among True Harvest, LLC, an Arizona limited liability company, Greenrose Acquisition Corp, a Delaware corporation, and True Harvest Holdings, Inc., a Delaware corporation.
4.1	Registration Rights Agreement of True Harvest, LLC.
4.2	Amended and Restated Warrant No. 1
4.3	Warrant No. 2
10.1††	Amendment No. 1 to the Senior Secured Credit Agreement among the Company, TPT Merger Sub, Theraplant, DXR Finance, LLC as Agent ("Agent") and DXR-GL HOLDINGS I, LLC, DXR-GL HOLDINGS II, LLC, and DXR-GL HOLDINGS III, LLC as lenders.
99.1	Press release dated January 3, 2022
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

† Certain schedules and exhibits have been omitted pursuant to Item 601(b)(2) of Regulation S-K. A copy of any omitted schedule or exhibit will be furnished supplementally to the SEC upon request.

†† Certain schedules and exhibits have been omitted pursuant to Item 601(a)(5) of Regulation S-K. A copy of any omitted schedule or exhibit will be furnished supplementally to the SEC upon request.

SIGNATURE

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

Date: January 6, 2022

The Greenrose Holding Company Inc.

By: /s/ William F. Harley III
Name: William F. Harley III
Title: Chief Executive Officer

Exhibit 2.1

AMENDMENT NO. 3 TO ASSET PURCHASE AGREEMENT

This AMENDMENT NO. 3 (this "Amendment No. 3") to the ASSET PURCHASE AGREEMENT (the "Purchase Agreement"), made as of March 12, 2021, by and among True Harvest, LLC, an Arizona limited liability company ("Seller"), The Greenrose Holding Company Inc., a Delaware corporation formerly known as Greenrose Acquisition Corp ("Parent"), and True Harvest Holdings, Inc., a Delaware corporation and wholly owned subsidiary of Parent ("Buyer"), as amended by that certain Amendment No. 1 to Asset Purchase Agreement dated July 2, 2021, and that certain Amendment No. 2 to Asset Purchase Agreement dated October 28, 2021, is entered into on December 31, 2021. Terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Purchase Agreement.

WITNESSETH:

WHEREAS, pursuant to the Purchase Agreement, Buyer has agreed to purchase from Seller, and Seller has agreed to sell to Buyer, on the terms and subject to the conditions set forth in the Purchase Agreement, the Purchased Assets, and Buyer has agreed to assume from Seller the Assumed Liabilities; and

WHEREAS, the Parties now desire to amend certain provisions of the Purchase Agreement as hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Purchase Agreement is hereby amended as follows:

1. Section 1.04 of the Purchase Agreement is hereby amended and restated in its entirety as follows:

Section 1.04 The Purchase Price and Earnout. The purchase price to be paid by the Buyer to Seller for the Purchased Assets shall be Fifty-Seven Million Six Hundred Thousand and 00/100 Dollars ($57,600,000) (the "**Initial Payment Amount**" and together with the Earnout Payment, the "**Purchase Price**") payable in the following manner:

(a) Twelve Million Five Hundred Thousand and 00/100 Dollars ($12,500,000) in cash (the "**Initial Cash Amount**"), by wire transfer of immediately available funds in accordance with the wire instructions and other directions set forth on Schedule 1.04(a) of the Disclosure Schedules;

(b) Twenty-Three Million and 00/100 Dollars ($23,000,000) evidenced by a convertible promissory note issued by Buyer to Seller in the form attached to the Amendment No. 3 as Exhibit A (the "Convertible Promissory **Note**");

(c) Four Million Six Hundred Thousand and 00/100 Dollars ($4,600,000) which represents the amount of the assumed debt set forth on Schedule 1.03, as evidenced by unsecured promissory notes (the "Unsecured Promissory Notes") in the form attached hereto as Exhibit C which shall be assumed by delivering to Seller an Assignment and Assumption Agreement pursuant to Section 2.02(a)(ii); and

(d) Seventeen Million Five Hundred Thousand and 00/100 Dollars ($17,500,000), which shall be paid by the issuance of fully paid, and nonassessable shares of Parent Common Stock, unregistered and subject to registration rights as set forth in Section 6.03(f) hereof (the "**Initial Stock Issuance**") and the number of shares of Parent Common Stock to be issued shall be determined based on a purchase price of $3.95 per share of Parent Common Stock, provided, however, that 25% of the shares of Parent Common Stock issued in the Initial Stock Issuance shall be subject to forfeiture pursuant to clause (i) below.

(i) Notwithstanding anything herein to the contrary, if during the first six months immediately following the Closing Date, the closing price for the Parent Common Stock in the over-the-counter market, or in any principal securities exchange or trading market where such security is listed or traded, as reported by Yahoo Finance, is $12.50 or higher per share of Parent Common Stock for 20 consecutive Trading Days, then 25% of the shares of Parent Common Stock issued in the Initial Stock Issuance shall automatically and without any further action by the parties hereto, be void and forfeit.

"**Trading Day**" means a day on which trading in the Parent Common Stock generally occurs on the principal U.S. national or regional securities exchange on which the Parent Common Stock is then listed or, if the Parent Common Stock is not then listed on a U.S. national or regional securities exchange, on the principal other market on which the Parent Common Stock is then listed or admitted for trading, except that if the Parent Common Stock is not so listed or admitted for trading, "Trading Day" means any day other than Saturday, Sunday, any day which shall be a federal legal holiday in the United States or any day on which banking institutions in the State of Arizona are authorized or required by law or other governmental action to close.

2. Sections 1.05(a), (g), and (j) of the Purchase Agreement is hereby amended and restated in its entirety as follows:

(a) Subject to the terms of this Section 1.05, Buyer will pay contingent consideration to Seller (the "**Earnout Payment**") of up to a maximum of Thirty-Five Million and 00/100 Dollars ($35,000,000) (the "**Maximum Earnout Amount**"), which shall be payable by issuance of unrestricted fully paid, and nonassessable shares of Parent Common Stock by Parent, unregistered and subject to registration rights as set forth in Section 6.03(f) hereof, and which payment shall be based on the Business attaining, within thirty-six (36) months after the Closing Date (the "**36 Month Price Point**"), a certain price point per pound as specified and mutually agreed by Buyer and Seller in the Purchase Agreement of cannabis flower ("flower") as compared to total flower production, irrespective of the final form in which such flower is sold. The number of shares of Parent Common Stock to be issued to Seller (the "**Earnout Stock**") shall be determined based on the average of the Closing Price for the Parent Common Stock over the prior 30 consecutive Trading Days.

(g) In the event that Seller does not deliver the Earnout Dispute Notice, Buyer shall pay to Seller on the earlier of (i) January 15, 2025 or (ii) the date upon which Seller provides Buyer with written notices of its acceptance of the Earnout Payment Calculation, the Earnout Payment reflected on the Earnout Payment Calculation (if any) by issuance of the Earnout Stock to Seller as otherwise instructed in writing by Seller to Buyer. If Parent fails to issue the Earnout Stock when due for any reason, the Earnout Payment shall be evidenced by a promissory note substantially in the form of Exhibit B attached to Amendment No. 3, which shall bear interest at an annual rate of 15% per annum, shall be fully amortized, and have a maturity date of twenty-four (24) months after issuance.

"**Amendment No. 3**" means that certain Amendment No. 3 to Asset Purchase Agreement, which amends this Agreement, dated December 31, 2021.

(j) Reserved.

3. Section 1.05.1 relating to the Earnout Payment of the Purchase Agreement is hereby deleted in its entirety.

4. A new Section 2.02(a)(xii) is hereby added to the Purchase Agreement, and shall read as follows:

(xii) the Registration Rights Agreement duly executed by Seller.

5. A new Section 2.02(b)(viii) is hereby added to the Purchase Agreement, and shall read as follows:

(viii) the Registration Rights Agreement duly executed by Parent.

6. A new Section 6.02(j) is hereby added to the Purchase Agreement, and shall read as follows:

(j) Buyer shall have received a Cultivation Services Agreement, duly executed by Gary P. Rexroad, Jr. ("**Shango**"), in form mutually agreeable to Buyer and Shango.

7. A new Section 6.03(f) is hereby added to the Purchase Agreement, and shall read as follows:

(f) Seller shall have received a Registration Rights Agreement, in form mutually agreeable to Seller and Parent, pursuant to which, among other things, Parent will agree to provide registration rights with respect to the certain securities of Parent under the Securities Act and the rules and regulations promulgated thereunder and applicable state securities laws in an amount sufficient to register the Initial Stock Issuance, the stock issuable under the Secured Note, and the Earnout Stock (the "**Registration Rights Agreement**"), duly executed by the Parent.

8. The first sentence of Section 7.08 of the Purchase Agreement is hereby deleted and replaced with the following:

In the event that Seller becomes obligated to Parent pursuant to an indemnification claim made by Parent against Seller under this Article VII or under any other sections of this Agreement, Parent shall have the right to: (i) first, satisfy such indemnification claim with cash received in respect of Seller's accounts receivables, and (ii) second, to the extent the cash received in respect of Seller's accounts receivable is at any time zero ($0.00), make offset against amounts due Parent under the Secured Note, provided, however, that Seller can avoid any such offset, at Seller's election, by making payment to Parent in cash of the full amount owed to Parent within five (5) days after receiving written notice from Parent that Parent intends to make such offset (the "Offset Notice").

9. Schedule 1.03 Assumption of Liabilities is hereby amended and restated in its entirety in the form attached to this Amendment No. 3. The Disclosure Schedules to the Agreement are updated where Seller believes and represents to be appropriate as reflected in any revised Disclosure Schedules attached hereto.

10. All references in the Purchase Agreement to the Security Agreement are hereby deleted in their entirety.

11. For the avoidance of doubt, (a) all references in the Purchase Agreement to the Secured Note shall mean the Secured Note attached as Exhibit A to this Amendment No. 3, which hereby supersedes and places the form of Secured Promissory Note attached to the Purchase Agreement as Exhibit A, and (b) all references in the Purchase Agreement to the Earnout Agreement shall mean the Earnout Agreement attached as Exhibit B to this Amendment No. 3, which hereby supersedes and places the form of Secured Promissory Note attached to the Purchase Agreement as Exhibit H.

12. The Parties agree to cooperate in good faith and to take such further actions as may be reasonably required to give full force and effect to their mutual intent in connection with entering into this Amendment and consummating the transactions contemplated hereby and by the Purchase Agreement (including, without limitation, by preparing and executing revised or additional Transaction Documents and/or updating applicable disclosure schedules).

13. Except as amended hereby, all terms, conditions and provisions of the Purchase Agreement shall remain in full force and effect, and the Purchase Agreement is in all respects confirmed. On and after the date of this Amendment, each reference in the Purchase Agreement to the "Agreement," "hereinafter," "herein", "hereunder", "hereof", or words of similar import shall mean and be a reference to the Purchase Agreement as amended by this Amendment.

14. This Amendment may be executed in one or more counterparts (including by means of electronic or digital transmission (e.g., .PDF or similar format)), all of which shall be considered one and the same agreement and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party.

[*Remainder of Page Intentionally Left Blank; Signature Page Follows*]

IN WITNESS WHEREOF, each of the Parties hereto has caused this Amendment to be executed by its duly authorized representative effective as of the date first set forth above.

SELLER:

TRUE HARVEST, LLC

By: /s/ Michael Macchiaroli
Name: Michael Macchiaroli
Title: Manager

PARENT:

THE GREENROSE HOLDING COMPANY INC.

By: /s/ William F. Harley III
Name: William F. Harley III
Title: Chief Executive Officer

BUYER:

TRUE HARVEST HOLDINGS, INC.

By: /s/ William F. Harley III
Name: William F. Harley III
Title: Chief Executive Officer

[Signature Page to Amendment No. 3 to Asset Purchase Agreement]

EXHIBIT A

Convertible Promissory Note See attached.

CONVERTIBLE PROMISSORY NOTE

$23,000,000 December 31, 2021

1. FUNDAMENTAL PROVISIONS.

The following terms will be used as defined terms in this Convertible Promissory Note (as it may be amended, modified, extended and renewed from time to time, the "Note") and certain of the other Loan Documents (as hereinafter defined):

"Borrower" shall mean True Harvest Holdings, Inc., a Delaware corporation.

"Common Stock" shall mean (i) shares of Common Stock, par value $0.001 per share of the Parent, and (ii) any share capital into which such Common Stock shall be changed or any share capital resulting from a reclassification of such Common Stock.

"Conversion Amount" means the sum of (w) the portion of the outstanding principal to be converted as determined by Lender, and (x) all accrued and unpaid interest with respect to such portion of the principal amount.

"Conversion Price" means, as of any Conversion Date or other date of determination,
$10.00, subject to adjustment as provided herein.

"Conversion Time" means the date on which Lender has elected to convert this Note in accordance with Section 6.

"Default Interest Rate" shall mean 10.00% per annum above the Interest Rate.

"Guaranteed Obligations" shall mean as defined in the Purchase Agreement.

"Guaranty" shall mean Parent's guaranty of the Guaranteed Obligations pursuant to Section 1.08 of the Purchase Agreement.

"Indebtedness" shall mean, with respect to any Person, without duplication, (a) any obligation of such Person for borrowed money, including, without limitation, (i) any obligation of such Person evidenced by bonds, debentures, notes or other similar debt instruments and (ii) any obligation for borrowed money which is non-recourse to the credit of such Person but which is secured by a Lien on any asset of such Person, (b) any obligation of such Person on account of deposits or advances, (c) any obligation of such Person for the deferred purchase price of any property or services, except trade accounts payable, (d) any obligation of such Person as lessee under a capitalized lease, (e) any indebtedness of another Person secured by a Lien on any asset of such first Person, whether or not such Indebtedness is assumed by such first Person, (f) all guaranties of such Person, and (g) all other items that are liabilities on a balance sheet of such Person prepared in accordance with GAAP. For all purposes of this Agreement, the Indebtedness of any Person shall include the Indebtedness of any partnership or joint venture in which such Person is a general partner or joint venturer.

"Interest Rate" shall mean a fixed rate of interest at all times equal to 8.00% per annum.

"Lender" shall mean True Harvest, LLC, an Arizona limited liability company.

"Lien" means any lien, pledge, mortgage, deed of trust, security interest, charge, claim, easement, encroachment or other similar encumbrance.

"Loan" shall mean the seller carryback loan from Lender to Borrower in the Loan Amount and evidenced by this Note.

"Loan Amount" shall mean $23,000,000, subject to reduction for Parent's right to offset pursuant to Section 7.08 of the Purchase Agreement.

"Loan Documents" shall mean, collectively, this Note and any other documents evidencing the Loan or securing the repayment of the Note.

"Maturity Date" shall mean the date that is three (3) years from the date of issuance of this Note.

"Parent" shall mean The Greenrose Holding Company Inc., a Delaware corporation.

"Purchase Agreement" shall mean that certain Asset Purchase Agreement dated March 12, 2021, by and between Lender, as seller, Parent, and Borrower, as buyer, as amended to date.

2. PROMISE TO PAY. For value received, Borrower promises to pay, in accordance with Paragraph 3(b) below, to the order of Lender at such place as the holder hereof may from time to time designate in writing, the Loan Amount, together with accrued interest from the date of disbursement on the unpaid principal balance at the Interest Rate. Lender and Borrower hereby acknowledge that this Note is the "Secured Note" under the Purchase Agreement.

3. INTEREST; PAYMENTS.

(a) Absent an Event of Default hereunder or under any of the Loan Documents, each advance made hereunder shall bear interest at the Interest Rate in effect from time to time.

(b) Commencing on March 31, 2022, and continuing on the corresponding day of each calendar quarter thereafter, Borrower shall make consecutive quarterly payments of all accrued, unpaid interest. On the Maturity Date, Borrower shall make a final "balloon" payment of all unpaid principal, accrued unpaid interest, and any other amounts due hereunder due and payable.

4. PREPAYMENT. Borrower may prepay the Loan, in whole or in part, at any time without penalty or premium. If Borrower prepays the Loan in full, Borrower shall simultaneously with such prepayment pay all accrued unpaid interest on the principal amount prepaid.

5. LAWFUL MONEY. Principal and interest are payable in lawful money of the United States of America.

6. CONVERSION.

(a) Conversion Right. At any time after the date hereof and prior to the Maturity Date while this Note remains outstanding, Lender shall have the option to convert all or any portion of the outstanding and unpaid principal and accrued interest on this Note into unrestricted, fully paid and nonassessable shares of Common Stock in accordance with this Section 6 calculated as follows. The number of shares of Common Stock issuable upon conversion of any Conversion Amount pursuant to this Section 6 shall be determined by dividing (x) such Conversion Amount by (y) the Conversion Price (the "Conversion Rate"). The Parent shall not issue any fraction of a share of Common Stock upon any conversion. If the issuance would result in the issuance of a fraction of a share of Common Stock, the Parent shall round such fraction of a share of Common Stock up to the nearest whole share. The Parent shall pay any and all transfer, stamp and similar taxes, costs and expenses (including, without limitation, fees and expenses of the transfer agent of the Parent) that may be payable with respect to the issuance and delivery of Common Stock upon conversion of any Conversion Amount. In connection with a conversion pursuant to this Section 6, the Lender shall deliver to the Parent or its transfer agent this Note duly endorsed, or a notice that this Note has been lost, stolen, or destroyed and an agreement reasonably satisfactory to the Parent to indemnify the Parent from any loss incurred by it in connection with the loss, theft, or destruction of this Note. Upon conversion of this Note in accordance with this Section 6, and subject to receipt by Parent of this Note, or the notice and indemnification agreement in lieu thereof, the Parent shall promptly issue and deliver to the Lender a certificate or certificates for the shares of Common Stock to be issued upon conversion of this Note (the "Conversion Shares") to which the Lender shall be entitled, and, if the Lender has not converted the entire available Conversion Amount, shall cause Borrower to deliver a new convertible promissory note in the same form as the Note for the remaining outstanding amount. The Lender shall be treated for all purposes as the record holder of such Conversion Shares as of the Conversion Time.

(b) Adjustments. If at any time prior to conversion of the Note, any of the outstanding shares of the capital stock of the Parent are changed into, or exchanged for, a different number or kind of shares or securities of the Parent through reorganization, merger, recapitalization, reclassification, or otherwise, or if the number of such outstanding shares is changed through a stock split, reverse stock split, stock dividend, stock consolidation, or similar capital adjustment, or if the Parent makes a distribution in partial liquidation or any other comparable extraordinary distribution with respect to any of its shares of capital stock, an appropriate adjustment shall be made in the number, kind, or conversion price of shares into which the Note is convertible.

7. APPLICATION OF PAYMENTS/DEFAULT INTEREST.

(a) Absent the occurrence of an Event of Default hereunder or under any of the other Loan Documents, any payments received by the holder hereof pursuant to the terms hereof shall be applied first to the payment of all interest accrued to the date of such payment, next to principal, and the balance, if any, to the payment of sums, other than principal and interest, due Lender pursuant to the Loan Documents. Any payments received by the holder hereof after the occurrence of an Event of Default hereunder or under any of the Loan Documents, shall be applied to the amounts specified in this Paragraph 6(a) in such order as the holder hereof may, in its reasonable discretion, elect.

(b) If any payment of interest and/or principal is not received by the holder hereof when such payment is due, then in addition to the remedies conferred upon the holder hereof pursuant to Paragraph 9 hereof and the other Loan Documents, the amount due and unpaid (including, without limitation, the late charge, if any) shall bear interest at the Default Interest Rate, computed from the date on which the amount was due and payable until paid, regardless of any notice and cure periods.

8. EVENT OF DEFAULT. The occurrence of any one or more of the following shall constitute an "Event of Default" under this Note and the other Loan Documents:

(a) Failure by Borrower or Parent to pay any monetary amount when due under any Loan Document;

(b) The occurrence of any "Event of Default" as defined in the senior secured credit agreement, as in effect on the date hereof, by and between Parent and DXR Finance, LLC, as agent, and DXR-GL HOLDINGS I, LLC, DXR-GL HOLDINGS II, LLC, and DXR-GL HOLDINGS III, LLC, as lenders thereto;

(c) Failure by Borrower or Parent to pay any monetary amount (i) within ten (10) days of when due and payable, if such amount is due with respect to an employee contract or other arrangement for the payment of employees of Borrower or Parent, (ii) within ten (10) days of when due and payable, if such amount is due with respect to a regular monthly, quarterly or annual payment of rent, and (iii) within sixty (60) days of when due and payable, with respect utility payments;

(d) Failure by Borrower or Parent to comply with any term or condition applicable to Borrower or Parent under any Loan Document and the expiration of sixty (60) days after written notice of such failure by Lender to Borrower;

(e) Any representation or warranty by Borrower or Parent in any Loan Document is materially false, incorrect, or misleading as of the date made; and

(f) All or any material part of the property of Borrower or Parent is attached, levied upon, or otherwise seized by legal process, and such attachment, levy, or seizure is not quashed, stayed, or released within ninety (90) days of the date thereof.

9. REMEDIES. Upon the occurrence of an Event of Default, then at the option of Lender, the entire balance of principal together with all accrued interest thereon, and all other amounts payable by Borrower under the Loan Documents shall, without demand or notice, immediately become due and payable. Upon the occurrence of an Event of Default (and so long as such Event of Default shall continue), all amounts due and payable by Borrower under the Loan Documents shall bear interest at the Default Interest Rate, subject to the limitations contained in Paragraph 14 hereof. No delay or omission on the part of the holder hereof in exercising any right under this Note or under any of the other Loan Documents hereof shall operate as a waiver of such right.

10. WAIVER. Borrower, endorsers, guarantors, and sureties of this Note hereby waive diligence, demand for payment, presentment for payment, protest, notice of nonpayment, notice of protest, notice of intent to accelerate, notice of acceleration, notice of dishonor, and notice of nonpayment, and all other notices or demands of any kind (except notices specifically provided for in the Loan Documents) and expressly agree that, without in any way affecting the liability of Borrower, endorsers, guarantors, or sureties, the holder hereof may extend any maturity date or the time for payment of any installment due hereunder, otherwise modify the Loan Documents, accept additional security, release any Person liable, and release any security or guaranty. Borrower, endorsers, guarantors, and sureties waive, to the full extent permitted by law, the right to plead any and all statutes of limitations as a defense.

11. CHANGE, DISCHARGE, TERMINATION, OR WAIVER. No provision of this Note may be changed, discharged, terminated, or waived except in a writing signed by the party against whom enforcement of the change, discharge, termination, or waiver is sought. No failure on the part of the holder hereof to exercise and no delay by the holder hereof in exercising any right or remedy under this Note or under the law shall operate as a waiver thereof.

12. ATTORNEYS' FEES. If this Note is not paid when due or if any Event of Default occurs, Borrower promises to pay all reasonable and documented costs of enforcement and collection and preparation therefor, including but not limited to, reasonable attorneys' fees, whether or not any action or proceeding is brought to enforce the provisions hereof (including, without limitation, all such costs incurred in connection with any bankruptcy, receivership, or other court proceedings (whether at the trial or appellate level)).

13. SEVERABILITY. If any provision of this Note is unenforceable, the enforceability of the other provisions shall not be affected and they shall remain in full force and effect.

14. INTEREST RATE LIMITATION. Borrower hereby agrees to pay an effective rate of interest that is the sum of the interest rate provided for herein, together with any additional rate of interest resulting from any other charges of interest or in the nature of interest paid or to be paid in connection with the Loan, including, any other fees to be paid by Borrower pursuant to the provisions of the Loan Documents. Lender and Borrower agree that none of the terms and provisions contained herein or in any of the Loan Documents shall be construed to create a contract for the use, forbearance or detention of money requiring payment of interest at a rate in excess of the maximum interest rate permitted to be charged by the laws of the State of Arizona. In such event, if any holder of this Note shall collect monies which are deemed to constitute interest which would otherwise increase the effective interest rate on this Note to a rate in excess of the maximum rate permitted to be charged by the laws of the State of Arizona, all such sums deemed to constitute interest in excess of such maximum rate shall, at the option of the holder, be credited to the payment of other amounts payable under the Loan Documents or returned to Borrower.

15. NUMBER AND GENDER. In this Note the singular shall include the plural and the masculine shall include the feminine and neuter gender, and vice versa.

16. HEADINGS. Headings at the beginning of each numbered section of this Note are intended solely for convenience and are not part of this Note.

17. INTEGRATION. The Loan Documents contain the complete understanding and agreement of the holder hereof and Borrower and supersede all prior representations, warranties, agreements, arrangements, understandings, and negotiations.

18. BINDING EFFECT. The Loan Documents will be binding upon, and inure to the benefit of, the holder hereof, Borrower, and their respective successors and assigns. Borrower may not delegate its obligations under the Loan Documents.

19. SURVIVAL. The representations, warranties, and covenants of the Borrower in the Loan Documents shall survive the execution and delivery of the Loan Documents and the making of the Loan.

20. GOVERNING LAW; JURISDICTION.

(a) THIS NOTE HAS BEEN DELIVERED IN ARIZONA, AND SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF ARIZONA, WITHOUT GIVING EFFECT TO CONFLICT OF LAWS PRINCIPLES.

(b) Borrower irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind or description, whether in law or equity, whether in contract or in tort or otherwise, against the Lender or any affiliate of the Lender in any way relating to this Note or any other Loan Document or the transactions relating hereto or thereto, in any forum other than the courts of the State of Arizona sitting in Maricopa County, and of the United States District Court of the District of Arizona , and any appellate court from any thereof, and each of the parties hereto irrevocably and unconditionally submits to the jurisdiction of such courts and agrees that all claims in respect of any such action, litigation or proceeding may be heard and determined in such Arizona State court or, to the fullest extent permitted by applicable law, in such federal court. Each of the parties hereto agrees that a final judgment in any such action, litigation or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Note or in any other Loan Document shall affect any right that the Lender may otherwise have to bring any action or proceeding relating to this Note or any other Loan Document against the Borrower or any other Loan Party or its properties in the courts of any jurisdiction.

21. JURY WAIVER. BORROWER AND LENDER (BY ITS ACCEPTANCE HEREOF) HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) BETWEEN OR AMONG BORROWER AND LENDER ARISING OUT OF OR IN ANY WAY RELATED TO THIS NOTE OR ANY OTHER RELATED DOCUMENT OR LOAN DOCUMENT. THIS PROVISION IS A MATERIAL INDUCEMENT TO LENDER TO PROVIDE THE FINANCING DESCRIBED HEREIN OR IN THE OTHER LOAN DOCUMENTS.

22. TIME OF THE ESSENCE. Time is of the essence with regard to each provision of the Loan Documents as to which time is a factor.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Borrower and Parent have each executed this Note as of the date first written above.

True Harvest Holdings, Inc., a Delaware corporation

By: /s/ William F. Harley III
Name: William F. Harley III
Title: CEO

THE GREENROSE HOLDING COMPANY INC.,
a Delaware corporation

By: /s/ William F. Harley III
Name: William F. Harley III
Title: Chief Executive Officer

EXHIBIT B

Earnout Agreement

See attached.

EARNOUT PAYMENT AGREEMENT

Up to $35,000,000 December 31 2021

1. FUNDAMENTAL PROVISIONS.

The parties hereto mutually understand and intend that this Agreement is entered into to reflect the obligation to make any earnout payment earned by OBLIGEE pursuant to the terms and conditions of that certain Asset Purchase Agreement between Obligor and OBLIGEE dated as of March 12, 2021, as amended to date (the Asset Purchase Agreement"). The parties hereto expressly agree that any consideration issuable pursuant to this instrument shall be issued in shares of Parent Common Stock. The following terms will be used as defined terms in this Earnout Payment Agreement (as it may be amended, modified, extended and renewed from time to time, the "Agreement") and certain of the other Earnout Documents (as hereinafter defined):

"Closing Price" shall mean the closing price for the Common Stock in the over-the-counter market, or on the principal U.S. national or regional securities exchange on which the Common Stock is then listed, as reported by Yahoo Finance.

"Common Stock" shall mean (i) shares of Common Stock, par value $0.001 per share of the Parent, and (ii) any share capital into which such Common Stock shall be changed or any share capital resulting from a reclassification of such Common Stock.

"Conversion Price" shall mean the average Closing Price for the Parent Common Stock over the 30 consecutive Trading Day prior to the date of notice of conversion.

"Default Interest Rate" shall mean 18.00% per annum above the Interest Rate.

"Earnout" shall mean the Earnout Payment evidenced by this Agreement.

"Earnout Amount" shall mean up to $35,000,000; which such amount (and accrued interest thereon) shall be satisfied with shares of Common Stock pursuant to this Agreement.

"Earnout Documents" shall mean, collectively, this Agreement, and any other documents evidencing the Earnout or securing the repayment of the Agreement.

"Guaranteed Obligations" shall mean as defined in the Purchase Agreement.

"Guaranty" shall mean Parent's guaranty of the Guaranteed Obligations pursuant to Section 1.08 of the Purchase Agreement.

"Indebtedness" shall mean, with respect to any Person, without duplication, (a) any obligation of such Person for borrowed money, including, without limitation, (i) any obligation of such Person evidenced by bonds, debentures, notes or other similar debt instruments and (ii) any obligation for borrowed money which is non-recourse to the credit of such Person but which is secured by a Lien on any asset of such Person, (b) any obligation of such Person on account of deposits or advances, (c) any obligation of such Person for the deferred purchase price of any property or services, except trade accounts payable, (d) any obligation of such Person as lessee under a capitalized lease, (e) any indebtedness of another Person secured by a Lien on any asset of such first Person, whether or not such Indebtedness is assumed by such first Person, (f) all guaranties of such Person, and (g) all other items that are liabilities on a balance sheet of such Person prepared in accordance with GAAP. For all purposes of this Agreement, the Indebtedness of any Person shall include the Indebtedness of any partnership or joint venture in which such Person is a general partner or joint venturer.

"Interest Rate" shall mean a fixed rate of interest at all times equal to 15.00% per annum.

"Lien" means any lien, pledge, mortgage, deed of trust, security interest, charge, claim, easement, encroachment or other similar encumbrance.

"Maturity Date" shall mean the date that is twenty-four (24) months after issuance of this Agreement.

"Obligor" shall mean True Harvest Holdings, Inc., a Delaware corporation.

"Obligor" shall mean True Harvest, LLC, an Arizona limited liability company.

"Parent" shall mean The Greenrose Holding Company Inc., a Delaware corporation.

"Purchase Agreement" shall mean that certain Asset Purchase Agreement dated March 12, 2021, by and between Obligor, as seller, Parent, and Obligor, as buyer, as amended to date.

"Trading Day" means a day on which trading in the Common Stock generally occurs on the principal U.S. national or regional securities exchange on which the Common Stock is then listed or, if the Common Stock is not then listed on a U.S. national or regional securities exchange, on the principal other market on which the Common Stock is then listed or admitted for trading, except that if the Common Stock is not so listed or admitted for trading, "Trading Day" means any day other than Saturday, Sunday, any day which shall be a federal legal holiday in the United States or any day on which banking institutions in the State of Arizona are authorized or required by law or other governmental action to close.

2. PROMISE TO PAY. For value received, Obligor promises to pay, in accordance with Paragraph 3(b) below, to the order of OBLIGEE at such place as the holder hereof may from time to time designate in writing, the Earnout Amount, together with accrued interest from the date of disbursement on the unpaid principal balance at the Interest Rate The Earnout Amount and any accrued interest will be satisfied with shares of Common Stock. The number of shares of Common Stock issuable shall be determined by dividing (x) the unpaid principal amount under this Agreement by (y) the Conversion Price. OBLIGEE and Obligor hereby acknowledge that this Agreement is the "Earnout Agreement" under the Purchase Agreement.

3. INTEREST; PAYMENTS.

(a) Absent an Event of Default hereunder or under any of the Earnout Documents, the Earnout Amount shall bear interest at the Interest Rate in effect from time to time.

(b) Commencing on the one (1) month anniversary of the issuance of this Agreement and continuing on the corresponding day of each month thereafter through the Maturity Date, Obligor shall make consecutive monthly payments of principal and accrued, unpaid interest in shares of Common Stock based upon a twenty-four (24) month amortization schedule.

4. PREPAYMENT. Obligor may prepay the Earnout, in whole or in part, at any time without penalty or premium, in shares of Common Stock. If Obligor prepays the Earnout in full, Obligor shall simultaneously with such prepayment pay all accrued unpaid interest on the principal amount prepaid. In addition, Obligor shall have the option to prepay the Earnout in full within 30 days of the date of this Agreement by issuance of unrestricted, fully paid and nonassessable shares of Parent Common Stock in an amount calculated as follows: The number of shares of Parent Common Stock issuable shall be determined by dividing (x) the unpaid principal amount under this Agreement by (y) the Conversion Price.

5. APPLICATION OF PAYMENTS/DEFAULT INTEREST.

(a) Absent the occurrence of an Event of Default hereunder or under any of the other Earnout Documents, any payments received by the holder hereof pursuant to the terms hereof shall be applied first to the payment of all interest accrued to the date of such payment, next to principal, and the balance, if any, to the payment of sums, other than principal and interest, due OBLIGEE pursuant to the Earnout Documents. Any payments received by the holder hereof after the occurrence of an Event of Default hereunder or under any of the Earnout Documents, shall be applied to the amounts specified in this Paragraph 6(a) in such order as the holder hereof may, in its reasonable discretion, elect.

(b) If any payment of interest and/or principal is not received by the holder hereof when such payment is due, then in addition to the remedies conferred upon the holder hereof pursuant to Paragraph 8 hereof and the other Earnout Documents, the amount due and unpaid (including, without limitation, the late charge, if any) shall bear interest at the Default Interest Rate, computed from the date on which the amount was due and payable until paid, regardless of any notice and cure periods.

6. EVENT OF DEFAULT. The occurrence of any one or more of the following shall constitute an "Event of Default" under this Agreement and the other Earnout Documents:

(a) Failure by Obligor or Parent to pay any amount when due under any Earnout Document; and

(b) The occurrence of any "Event of Default" as defined in the senior secured credit agreement, as in effect on the date hereof, by and between Parent and DXR Finance, LLC, as agent, and DXR-GL HOLDINGS I, LLC, DXR-GL HOLDINGS II, LLC, and DXR-GL HOLDINGS III, LLC, as lenders thereto.

(c) Failure by Borrower or Parent to pay any monetary amount (i) within ten (10) days of when due and payable, if such amount is due with respect to an employee contract or other arrangement for the payment of employees of Borrower or Parent, (ii) within ten (10) days of when due and payable, if such amount is due with respect to a regular monthly, quarterly or annual payment of rent, and (iii) within sixty (60) days of when due and payable, with respect utility payments.

(d) Failure by Borrower or Parent to comply with any term or condition applicable to Borrower or Parent under any Loan Document and the expiration of sixty (60) days after written notice of such failure by Lender to Borrower.

(e) Any representation or warranty by Borrower or Parent in any Loan Document is materially false, incorrect, or misleading as of the date made.

(f) The failure to timely pay rent, utilities or employee wages and such failure continues for a period, after notice, of sixty (60) days; and

(g) All or any material part of the property of Borrower or Parent is attached, levied upon, or otherwise seized by legal process, and such attachment, levy, or seizure is not quashed, stayed, or released within ninety (90) days of the date thereof.

7. REMEDIES. Upon the occurrence of an Event of Default, then at the option of Obligor, the entire balance of principal together with all accrued interest thereon, and all other amounts payable by Obligor under the Earnout Documents shall, without demand or notice, immediately become due and payable in shares of Common Stock. Upon the occurrence of an Event of Default (and so long as such Event of Default shall continue), all amounts due and payable by Obligor under the Earnout Documents shall bear interest at the Default Interest Rate, subject to the limitations contained in Paragraph 13 hereof. No delay or omission on the part of the holder hereof in exercising any right under this Agreement or under any of the other Earnout Documents hereof shall operate as a waiver of such right.

8. WAIVER. Obligor, endorsers, guarantors, and sureties of this Agreement hereby waive diligence, demand for payment, presentment for payment, protest, notice of nonpayment, notice of protest, notice of intent to accelerate, notice of acceleration, notice of dishonor, and notice of nonpayment, and all other notices or demands of any kind (except notices specifically provided for in the Earnout Documents) and expressly agree that, without in any way affecting the liability of Obligor, endorsers, guarantors, or sureties, the holder hereof may extend any maturity date or the time for payment of any installment due hereunder, otherwise modify the Earnout Documents, accept additional security, release any Person liable, and release any security or guaranty. Obligor, endorsers, guarantors, and sureties waive, to the full extent permitted by law, the right to plead any and all statutes of limitations as a defense.

9. CHANGE, DISCHARGE, TERMINATION, OR WAIVER. No provision of this Agreement may be changed, discharged, terminated, or waived except in a writing signed by the party against whom enforcement of the change, discharge, termination, or waiver is sought. No failure on the part of the holder hereof to exercise and no delay by the holder hereof in exercising any right or remedy under this Agreement or under the law shall operate as a waiver thereof.

10. ATTORNEYS' FEES. If this Agreement is not paid when due or if any Event of Default occurs, Obligor promises to pay all reasonable and documented costs of enforcement and collection and preparation therefor, including but not limited to, reasonable attorneys' fees, whether or not any action or proceeding is brought to enforce the provisions hereof (including, without limitation, all such costs incurred in connection with any bankruptcy, receivership, or other court proceedings (whether at the trial or appellate level)).

11. SEVERABILITY. If any provision of this Agreement is unenforceable, the enforceability of the other provisions shall not be affected and they shall remain in full force and effect.

12. INTEREST RATE LIMITATION. Obligor hereby agrees to pay an effective rate of interest that is the sum of the interest rate provided for herein, together with any additional rate of interest resulting from any other charges of interest or in the nature of interest paid or to be paid in connection with the Earnout, including, any other fees to be paid by Obligor pursuant to the provisions of the Earnout Documents. OBLIGEE and Obligor agree that none of the terms and provisions contained herein or in any of the Earnout Documents shall be construed to create a contract for the use, forbearance or detention of money requiring payment of interest at a rate in excess of the maximum interest rate permitted to be charged by the laws of the State of Arizona. In such event, if any holder of this Agreement shall collect monies which are deemed to constitute interest which would otherwise increase the effective interest rate on this Agreement to a rate in excess of the maximum rate permitted to be charged by the laws of the State of Arizona, all such sums deemed to constitute interest in excess of such maximum rate shall, at the option of the holder, be credited to the payment of other amounts payable under the Earnout Documents or returned to Obligor.

13. NUMBER AND GENDER. In this Agreement the singular shall include the plural and the masculine shall include the feminine and neuter gender, and vice versa.

14. HEADINGS. Headings at the beginning of each numbered section of this Agreement are intended solely for convenience and are not part of this Agreement.

15. INTEGRATION. The Earnout Documents contain the complete understanding and agreement of the holder hereof and Obligor and supersede all prior representations, warranties, agreements, arrangements, understandings, and negotiations.

16. BINDING EFFECT. The Earnout Documents will be binding upon, and inure to the benefit of, the holder hereof, Obligor, and their respective successors and assigns. Obligor may not delegate its obligations under the Earnout Documents.

17. SURVIVAL. The representations, warranties, and covenants of the Obligor in the Earnout Documents shall survive the execution and delivery of the Earnout Documents and the making of the Earnout.

18. GOVERNING LAW; JURISDICTION.

(a) THIS AGREEMENT HAS BEEN DELIVERED IN ARIZONA, AND SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF ARIZONA, WITHOUT GIVING EFFECT TO CONFLICT OF LAWS PRINCIPLES.

(b) Obligor irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind or description, whether in law or equity, whether in contract or in tort or otherwise, against the OBLIGEE or any affiliate of the OBLIGEE in any way relating to this Agreement or any other Earnout Document or the transactions relating hereto or thereto, in any forum other than the courts of the State of Arizona sitting in Maricopa County, and of the United States District Court of the District of Arizona , and any appellate court from any thereof, and each of the parties hereto irrevocably and unconditionally submits to the jurisdiction of such courts and agrees that all claims in respect of any such action, litigation or proceeding may be heard and determined in such Arizona State court or, to the fullest extent permitted by applicable law, in such federal court. Each of the parties hereto agrees that a final judgment in any such action, litigation or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement or in any other Earnout Document shall affect any right that the OBLIGEE may otherwise have to bring any action or proceeding relating to this Agreement or any other Earnout Document against the Obligor or any other Earnout Party or its properties in the courts of any jurisdiction.

19. JURY WAIVER. OBLIGOR AND OBLIGEE (BY ITS ACCEPTANCE HEREOF) HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) BETWEEN OR AMONG OBLIGOR AND OBLIGEEARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR ANY OTHER RELATED DOCUMENT OR EARNOUTEARNOUT DOCUMENT. THIS PROVISION IS A MATERIAL INDUCEMENT TO OBLIGEETO PROVIDE THE FINANCING DESCRIBED HEREIN OR IN THE OTHER EARNOUTEARNOUT DOCUMENTS.

20. TIME OF THE ESSENCE. Time is of the essence with regard to each provision of the Earnout Documents as to which time is a factor.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Obligor and Parent have each executed this Agreement as of the date first written above.

True Harvest Holdings, Inc., a Delaware corporation

By: /s/ William F. Harley III
Name: William F. Harley III
Title: Chief Executive Officer

The GREENROSE HOLDING COMPANY INC.,
a Delaware corporation

By: /s/ William F. Harley III
Name: William F. Harley III
Title: Chief Executive Officer

EXHIBIT C

Unsecured Promissory Note

See attached.

FORM OF PROMISSORY NOTE

$ .00	Phoenix, Arizona December 31, 2021

FOR VALUE RECEIVED, True Harvest Holdings, Inc., a Delaware corporation (the "**Borrower**") hereby unconditionally promises to pay to the order of (the "**Noteholder**") the principal amount of ($) (the "**Loan**"), together with all accrued interest thereon, as provided in this Promissory Note (this "**Note**"). This Note is being issued in respect of assumed indebtedness of the Noteholder to by Borrower.

1. Payment Dates.

(a) Payment Dates. The Loan shall be payable in twenty-four (24) equal consecutive monthly installments beginning on January 15, 2022 and every month thereafter until January 15, 2024. On January 15, 2024, all amounts then outstanding under this Note, including principal, accrued and unpaid interest, and any unpaid fees, shall be due and payable.

(b) Prepayment. The Borrower may prepay the Loan in whole or in part at any time or from time to time without penalty or premium by paying the principal amount to be prepaid together with accrued interest thereon to the date of prepayment.

2. Interest.

(a) Interest Rate. Except as provided in Section 2(b), principal amounts outstanding under this Note shall bear interest at twelve percent (12%) per annum (the "**Interest Rate**").

(b) Default Interest. If any amount payable hereunder is not paid when due (without regard to any applicable grace period), whether at stated maturity, by acceleration, or otherwise, such overdue amount shall bear interest at the Interest Rate plus four percent (4%) (the "**Default Rate**").

(c) Computation of Interest. All computations of interest hereunder shall be made on the basis of a year of 365/366 days, as the case may be, and the actual number of days elapsed. Interest shall begin to accrue on the Loan on the date of this Note. On any portion of the Loan that is repaid, interest shall not accrue on the date on which such payment is made.

(d) Interest Rate Limitation. If at any time the interest rate payable on the Loan shall exceed the maximum rate of interest permitted under applicable law, such interest rate shall be reduced automatically to the maximum rate permitted.

3. Payment Mechanics.

(a) Manner of Payment. All payments of principal and interest shall be made in US dollars no later than 12:00 PM on the date on which such payment is due. Such payments shall be made by wire transfer of immediately available funds to the Noteholder's account at a bank specified by the Noteholder in writing to the Borrower from time to time.

(b) Application of Payments. All payments shall be applied, *first*, to fees or charges outstanding under this Note, *second*, to accrued interest, and, *third*, to principal outstanding under this Note.

(c) Business Day. Whenever any payment hereunder is due on a day that is not a Business Day, such payment shall be made on the next succeeding Business Day, and interest shall be calculated to include such extension. "**Business Day**" means a day other than Saturday, Sunday, or other day on which commercial banks in Phoenix, Arizona are authorized or required by law to close.

(d) Evidence of Debt. The Borrower authorizes the Noteholder to record on the grid attached as Exhibit A the Loan made to the Borrower and the date and amount of each payment or prepayment of the Loan. The entries made by the Noteholder shall be *prima facie* evidence of the existence and amount of the obligations of the Borrower recorded therein in the absence of manifest error. No failure to make any such record, nor any errors in making any such records, shall affect the validity of the Borrower's obligation to repay the unpaid principal of the Loan with interest in accordance with the terms of this Note.

4. Representations and Warranties. The Borrower represents and warrants to the Noteholder as follows:

(a) Existence. The Borrower is a corporation duly incorporated, validly existing, and in good standing under the laws of the state of its organization. The Borrower has the requisite power and authority to own, lease, and operate its property, and to carry on its business.

(b) Compliance with Law. The Borrower is in compliance with all laws, statutes, ordinances, rules, and regulations applicable to or binding on the Borrower, its property, and business.

(c) Power and Authority. The Borrower has the requisite power and authority to execute, deliver, and perform its obligations under this Note.

(d) Authorization; Execution and Delivery. The execution and delivery of this Note by the Borrower and the performance of its obligations hereunder have been duly authorized by all necessary corporate action in accordance with applicable law. The Borrower has duly executed and delivered this Note.

5. Events of Default. The occurrence and continuance of any of the following shall constitute an "**Event of Default**" hereunder:

(a) Failure to Pay. The Borrower fails to pay (i) any principal amount of the Loan when due; (ii) any interest on the Loan within five (5) days after the date such amount is due; or (iii) any other amount due hereunder within ten (10) days after such amount is due.

(b) Breach of Representations and Warranties. Any representation or warranty made by the Borrower to the Noteholder herein contains an untrue or misleading statement of a material fact as of the date made; *provided*, *however*, no Event of Default shall be deemed to have occurred pursuant to this Section 5(b) if, within thirty (30) days of the date on which the Borrower receives notice (from any source) of such untrue or misleading statement, Borrower shall have addressed the adverse effects of such untrue or misleading statement to the reasonable satisfaction of the Noteholder.

(c) Bankruptcy; Insolvency.

(i) The Borrower institutes a voluntary case seeking relief under any law relating to bankruptcy, insolvency, reorganization, or other relief for debtors.

(ii) An involuntary case is commenced seeking the liquidation or reorganization of the Borrower under any law relating to bankruptcy or insolvency, and such case is not dismissed or vacated within sixty (60) days of its filing.

(iii) The Borrower makes a general assignment for the benefit of its creditors.

(iv) The Borrower is unable, or admits in writing its inability, to pay its debts as they become due.

(v) A case is commenced against the Borrower or its assets seeking attachment, execution, or similar process against all or a substantial part of its assets, and such case is not dismissed or vacated within sixty (60) days of its filing.

(d) Failure to Give Notice. The Borrower fails to give the notice of Event of Default specified in Section 6.

6. Notice of Event of Default. As soon as possible after it becomes aware that an Event of Default has occurred, and in any event within two (2) Business Days, the Borrower shall notify the Noteholder in writing of the nature and extent of such Event of Default and the action, if any, it has taken or proposes to take with respect to such Event of Default.

7. Remedies. Upon the occurrence and during the continuance of an Event of Default, the Noteholder may, at its option, by written notice to the Borrower declare the outstanding principal amount of the Loan, accrued and unpaid interest thereon, and all other amounts payable hereunder immediately due and payable; *provided*, *however*, if an Event of Default described in Sections 5(c)(i), 5(c)(iii), or 5(c)(iv) shall occur, the outstanding principal amount, accrued and unpaid interest, and all other amounts payable hereunder shall become immediately due and payable without notice, declaration, or other act on the part of the Noteholder.

8. Expenses. The Borrower shall reimburse the Noteholder on demand for all reasonable and documented out-of-pocket costs, expenses, and fees, including the reasonable fees and expenses of counsel, incurred by the Noteholder in connection with the negotiation, documentation, and execution of this Note and the enforcement of the Noteholder's rights hereunder.

9. Notices. All notices and other communications relating to this Note shall be in writing and shall be deemed given upon the first to occur of (x) deposit with the United States Postal Service or overnight courier service, properly addressed and postage prepaid; (y) transmittal by facsimile or e-mail properly addressed (with written acknowledgment from the intended recipient such as "return receipt requested" function, return e-mail, or other written acknowledgment); or (z) actual receipt by an employee or agent of the other party. Notices hereunder shall be sent to the following addresses, or to such other address as such party shall specify in writing:

(a) If to the Borrower:

111 Broadway
Amityville, NY 11701
Attention: William F. Harley III
E-mail: mickey@greenrosecorp.com

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

Tarter Krinsky & Drogin LLP
1350 Broadway
11th Floor
New York, NY 10018
Attention: Guy N. Molinari
Email: gmolinari@tarterkrinsky.com

(b) If to the Noteholder:

Attention:

E-mail:

10. Governing Law. This Note and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based on, arising out of, or relating to this Note and the transactions contemplated hereby shall be governed by and construed in accordance with the laws of the State of Arizona.

11. Disputes.

(a) Submission to Jurisdiction.

(i) The Borrower irrevocably and unconditionally (A) agrees that any action, suit, or proceeding arising from or relating to this Note may be brought in the courts of the State of Arizona sitting in Maricopa County, and in the United States District Court for the District of Arizona, and (B) submits to the jurisdiction of such courts in any such action, suit, or proceeding. Final judgment against the Borrower in any such action, suit, or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

(ii) Nothing in this Section 11(a) shall affect the right of the Noteholder to bring any action, suit, or proceeding relating to this Note against the Borrower or its properties in the courts of any other jurisdiction.

(iii) Nothing in this Section 11(a) shall affect the right of the Noteholder to serve process upon the Borrower in any manner authorized by the laws of any such jurisdiction.

(b) Venue. The Borrower irrevocably and unconditionally waives, to the fullest extent permitted by law, (i) any objection that it may now or hereafter have to the laying of venue in any action, suit, or proceeding relating to this Note in any court referred to in Section 11(a), and (ii) the defense of inconvenient forum to the maintenance of such action, suit, or proceeding in any such court.

(c) Waiver of Jury Trial. THE BORROWER HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY RELATING TO THIS NOTE OR THE TRANSACTIONS CONTEMPLATED HEREBY, WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER THEORY.

12. Successors and Assigns. This Note may be assigned or transferred by the Noteholder to any individual, corporation, company, limited liability company, trust, joint venture, association, partnership, unincorporated organization, governmental authority, or other entity.

13. Integration. This Note constitutes the entire contract between the Borrower and the Noteholder with respect to the subject matter hereof and supersedes all previous agreements and understandings, oral or written, with respect thereto.

14. Amendments and Waivers. No term of this Note may be waived, modified, or amended, except by an instrument in writing signed by the Borrower and the Noteholder. Any waiver of the terms hereof shall be effective only in the specific instance and for the specific purpose given.

15. No Waiver; Cumulative Remedies. No failure by the Noteholder to exercise and no delay in exercising any right, remedy, or power hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, or power hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, or power. The rights, remedies, and powers herein provided are cumulative and not exclusive of any other rights, remedies, or powers provided by law.

16. Severability. If any term or provision of this Note is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Note or render such term or provision invalid or unenforceable in any other jurisdiction.

17. Counterparts. This Note and any amendments, waivers, consents, or supplements hereto may be executed in counterparts, each of which shall constitute an original, but all of which taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Note by facsimile or in electronic ("pdf" or "tif") format shall be as effective as delivery of a manually executed counterpart of this Note.

18. Electronic Execution. The words "execution," "signed," "signature," and words of similar import in this Note shall be deemed to include electronic and digital signatures and the keeping of records in electronic form, each of which shall be of the same effect, validity, and enforceability as manually executed signatures and paper-based recordkeeping systems, to the extent and as provided for under applicable law, including the Electronic Signatures in Global and National Commerce Act of 2000 (15 U.S.C. § 7001 *et seq.*), and any other similar state laws based on the Uniform Electronic Transactions Act.

19. SUBORDINATION. OBLIGOR'S OBLIGATIONS HEREUNDER ARE SUBORINDATE TO ITS OBLIGATIONS TO THE LENDERS UNDER THAT CERTAIN CREDIT AGREEMENT DATED NOVEMBER 26, 2021, AS AMENDED FROM TIME TO TIME.

IN WITNESS WHEREOF, the Borrower has executed this Note as of December 30, 2021.

True Harvest Holdings, Inc.

By _____
Name:
Title:

ACKNOWLEDGED AND ACCEPTED BY
NOTEHOLDER

By _____
Name:
Title:

EXHIBIT A

PAYMENTS ON THE LOAN

Date	Principal Amount Paid	Unpaid Principal Balance	Name of Person Making Notation

Exhibit 4.1

REGISTRATION RIGHTS AGREEMENT

THIS REGISTRATION RIGHTS AGREEMENT (this "Agreement") is made as of December 31, 2021 among The Greenrose Holding Company Inc.., a Delaware corporation (the "Company"), each of the individuals listed on the signature pages hereto (collectively, the "Holders"), and each other Person who executes a Joinder as an "Other Holder" (collectively, the "Other Holders"). Except as otherwise specified herein, all capitalized terms used in this Agreement are defined in Exhibit A attached hereto. Capitalized but undefined terms used in this Agreement shall have the meaning set forth in the Asset Purchase Agreement (as defined below).

WHEREAS, the Company is a party to that certain Asset Purchase Agreement (as amended, the "Asset Purchase Agreement," dated as of March 12, 2021, as amended by Amendment 1 thereto dated July 2, 2021, as further amended by Amendment 2 thereto dated October 28, 2021, as further amended by Amendment 3 thereto dated December 31, 2021) by and among the Company, True Harvest Holdings, Inc. ("Acquisition Sub"), and True Harvest, LLC ("True Harvest"), pursuant to which, *inter alia*, Acquisition Sub will acquire the assets of, and assume certain liabilities of True Harvest (the "Acquisition");

WHEREAS, in connection with the Acquisition, the Company will issue the Holders shares of the Company's Common Stock as further set forth in the Asset Purchase Agreement; and

WHEREAS, the Company has agreed to provide the Holders with registration rights with respect to their shares of the Company's Common Stock as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement hereby agree as follows:

Section 1 Demand Registrations.

(a) Requests for Registration. Subject to the terms and conditions of this Agreement, the Majority Holders may request registration under the Securities Act of all or any portion of their Registrable Securities on Form S-1 or any similar long-form registration ("Long-Form Registrations") or on Form S-3 or any similar short-form registration ("Short-Form Registrations"), if available (any such requested registration, a "Demand Registration"). Each request for a Demand Registration must specify the approximate number or dollar value of Registrable Securities requested to be registered by the requesting Holders and (if known) the intended method of distribution. Notwithstanding the foregoing, the Company acknowledges that immediately upon the effectiveness of this Agreement, the Majority Holders will be deemed to have requested registration of all of their Registrable Securities for resale on Form S-1 (such registration, the "Pending Registration"). The Company agrees that it will undertake to use commercially reasonable efforts to file such a Form S-1 Registration Statement, which will allow for True Harvest to sell its shares through public or private transactions at market prices prevailing at the time of sale or at negotiated prices, on or before January 12, 2022.

(b) Notice to Other Holders. Within ten (10) days after receipt of any such request, the Company will give written notice of the Demand Registration to all other Holders and, subject to the terms of Section 1(e), will include in such Demand Registration (and in all related registrations and qualifications under state blue sky laws and in any related underwriting) all Registrable Securities with respect to which the Company has received written requests for inclusion therein within fifteen (15) days after the receipt of the Company's notice; provided that, with the consent of the Majority Holders, the Company may instead provide notice of the Demand Registration to all other Holders within three (3) business days following the non-confidential filing of the registration statement with respect to the Demand Registration so long as such registration statement is not an Automatic Shelf Registration Statement. Notwithstanding the foregoing, in light of the fact that as of the effectiveness of this Agreement, True Harvest is the only Holder, the Company and True Harvest agree that this Section 1(b) is moot for purposes of the Pending Registration, and the Company shall use commercially reasonable best efforts to proceed to filing of the Form S-1 Registration Statement in respect of the Pending Registration on or before January 12, 2022.

(c) Form of Registrations. Demand Registrations will be Short-Form Registrations whenever the Company is permitted to use any applicable short form. The Company will use its reasonable best efforts to make Short-Form Registrations available for the sale of Registrable Securities.

(d) Shelf Registrations.

(i) For so long as a registration statement for a Shelf Registration (a "Shelf Registration Statement") is and remains effective, the Holders will have the right at any time or from time to time to elect to sell pursuant to an offering (including an underwritten offering) Registrable Securities available for sale pursuant to such registration statement ("Shelf Registrable Securities"). A Holder may elect to sell Registrable Securities under a Shelf Registration Statement by delivering to the Company a written notice (a "Shelf Offering Notice") specifying the number of Shelf Registrable Securities that the Holder desires to sell (the "Shelf Offering"). As promptly as practicable, but in no event later than five (5) business days after receipt of a Shelf Offering Notice, the Company will give written notice of such Shelf Offering Notice to all other Holders of Shelf Registrable Securities that have been identified as selling stockholders in such Shelf Registration Statement and are otherwise permitted to sell in such Shelf Offering. The Company, subject to Section 1(e) and Section 7, may include in such Shelf Offering any number of shares of Common Stock the Company desires to sell in such Shelf Offering and will include in such Shelf Offering all Shelf Registrable Securities with respect to which the Company has received written requests for inclusion (which request will specify the maximum number of Shelf Registrable Securities intended to be disposed of by such Holder) within seven (7) days after the receipt of the Shelf Offering Notice. The Company will, as expeditiously as possible (and in any event within thirty (30) days after the receipt of a Shelf Offering Notice), but subject to Section 1(e), use its reasonable best efforts to facilitate such Shelf Offering.

(ii) All determinations as to whether to complete any Shelf Offering and as to the timing, manner, price and other terms of any Shelf Offering contemplated by this Section 1(d) shall be determined by the Majority Participating Holders, and the Company shall use its reasonable best efforts to cause any Shelf Offering to occur as promptly as practicable.

(iii) The Company will, at the request of the Majority Participating Holders, file any prospectus supplement or any post-effective amendments and otherwise take any action necessary to include therein all disclosure and language deemed necessary or advisable by the Majority Participating Holders to effect such Shelf Offering.

(e) Priority on Demand Registrations and Shelf Offerings.

(i) The Company will not include in any Demand Registration any securities which are not Registrable Securities (other than securities to be included by the Company for its own account, securities issued by the Company to the PIPE Investors in connection with the PIPE Offering or securities issued to other stockholders of the Company pursuant to the terms of any merger agreement entered into by the Company on or about the date of the Merger Agreement) without the prior written consent of the Majority Participating Holders. If a Demand Registration or a Shelf Offering is an underwritten offering and the managing underwriters advise the Company in writing that in their opinion the number of Registrable Securities and (if permitted hereunder) other securities requested to be included in such offering exceeds the number of Registrable Securities and other securities (if any), which can be sold therein without adversely affecting the marketability, proposed offering price, timing or method of distribution of the offering, then the Company will include in such offering (prior to the inclusion of any securities which are not Registrable Securities): (i) first, the number of Registrable Securities requested by the Holders to be included, which, in the opinion of such underwriters, can be sold, without any such adverse effect, pro rata among the respective Holders on the basis of the number of Registrable Securities owned by each such Holder; (ii) second, the securities that the Company proposes to sell; and (iii) third, the number of Registrable Securities requested to be included by the PIPE Holders which, in the opinion of such underwriters, can be sold, without any such adverse effect, pro rata among the respective PIPE Holders on the basis of the number of Registrable Securities owned by each such PIPE Holder. For the avoidance of doubt, however, the Pending Registration is not an underwritten offering.

(f) Restrictions on Demand Registration and Shelf Offerings.

(i) The Company shall not be obligated to effect any Demand Registration or underwritten Shelf Offering within one-hundred eighty (180) days after the effective date of a previous Demand Registration or a previous registration in which Registrable Securities were included pursuant to Section 3 (understanding, however, that the Company will use commercially reasonable best efforts to file the Form S-1 related to the Pending Registration on or before January 12, 2022).

(ii) The Company may postpone, for up to ninety (90) days from the date of the request (the "Suspension Period"), the filing or the effectiveness of a registration statement for a Demand Registration or suspend the use of a prospectus that is part of a Shelf Registration Statement (and therefore suspend sales of the Shelf Registrable Securities) by providing written notice to the Holders if the Company determines that the offer or sale of Registrable Securities would reasonably be expected to have a material adverse effect on any proposal or plan by the Company or any Subsidiary to engage in any material acquisition of assets or stock (other than in the ordinary course of business) or any material merger, consolidation, tender offer, recapitalization, reorganization, financing or other transaction involving the Company and upon advice of counsel, the sale of Registrable Securities pursuant to the registration statement would require disclosure of material non-public information not otherwise required to be disclosed under applicable law, and (x) the Company has a bona fide business purpose for preserving the confidentiality of such transaction, (y) disclosure would have a material adverse effect on the Company or the Company's ability to consummate such transaction, or (z) such transaction renders the Company unable to comply with SEC requirements, in each case under circumstances that would make it impractical or inadvisable to cause the registration statement (or such filings) to become effective or to promptly amend or supplement the registration statement on a post-effective basis, as applicable. The Company may delay or suspend the effectiveness of a Demand Registration or Shelf Registration Statement pursuant to this Section 1(f)(i) only once in any twelve (12)-month period (for avoidance of doubt, in addition to the Company's rights and obligations under Section 4(a)(vi)).

(iii) In the case of an event that causes the Company to suspend the use of a Shelf Registration Statement as set forth in paragraph (f)(ii) above or pursuant to Section 4(a)(vi) (a "Suspension Event"), the Company will give a notice to the Holders whose Registrable Securities are registered pursuant to such Shelf Registration Statement (a "Suspension Notice") to suspend sales of the Registrable Securities and such notice must state generally the basis for the notice and that such suspension will continue only for so long as the Suspension Event or its effect is continuing. Each Holder agrees not to effect any sales of its Registrable Securities pursuant to such Shelf Registration Statement (or such filings) at any time after it has received a Suspension Notice from the Company and prior to receipt of an End of Suspension Notice. A Holder may recommence effecting sales of the Registrable Securities pursuant to the Shelf Registration Statement (or such filings) following further written notice to such effect (an "End of Suspension Notice") from the Company, which End of Suspension Notice will be given by the Company to the Holders promptly following the conclusion of any Suspension Event.

(g) Selection of Underwriters. The Majority Participating Holders, with the consent of the Company, not to be unreasonably withheld or delayed, will have the right to select the investment banker(s) and manager(s) to administer any underwritten offering in connection with a Demand Registration or Shelf Offering.

(h) Revocation of Demand Notice or Shelf Offering Notice. At any time prior to the effective date of the registration statement relating to a Demand Registration or the "pricing" of any offering relating to a Shelf Offering Notice, the Majority Participating Holders may revoke such notice of a Demand Registration or Shelf Offering Notice on behalf of all Holders participating in such Demand Registration or Shelf Offering without liability to such Holders, in each case by providing written notice to the Company.

(i) Confidentiality. Each Holder agrees to treat as confidential the receipt of any notice hereunder (including notice of a Demand Registration, a Shelf Offering Notice and a Suspension Notice) and the information contained therein, and not to disclose or use the information contained in any such notice (or the existence thereof) without the prior written consent of the Company until such time as the information contained therein is or becomes available to the public generally (other than as a result of disclosure by such Holder in breach of the terms of this Agreement).

Section 2 Piggyback Registrations.

(a) Right to Piggyback. Whenever the Company proposes to register any of its equity securities under the Securities Act (including primary and secondary registrations, and other than pursuant to an Excluded Registration) (each, a "Piggyback Registration"), the Company will give prompt written notice to all Holders of its intention to effect such Piggyback Registration and, subject to the terms of Section 2(b) and Section 2(c), will include in such Piggyback Registration (and in all related registrations or qualifications under blue sky laws and in any related underwriting) all Registrable Securities with respect to which the Company has received written requests for inclusion therein within ten (10) days after delivery of the Company's notice.

(b) Priority on Primary Registrations. If a Piggyback Registration is an underwritten primary registration on behalf of the Company, and the managing underwriters advise the Company in writing that in their opinion the number of securities requested to be included in such registration exceeds the number which can be sold in such offering without adversely affecting the marketability, proposed offering price, timing or method of distribution of the offering, the Company will include in such registration (i) first, the number of Registrable Securities requested by the Holders to be included, which, in the opinion of such underwriters, can be sold, without any such adverse effect, pro rata among the respective Holders on the basis of the number of Registrable Securities owned by each such Holder; (ii) second, the securities that the Company proposes to sell; (iii) third, the number of Registrable Securities requested to be included by the PIPE Holders which, in the opinion of such underwriters, can be sold, without any such adverse effect, pro rata among the respective PIPE Holders on the basis of the number of Registrable Securities owned by each such PIPE Holder and (iv) fourth, other securities requested to be included in such registration which, in the opinion of the underwriters, can be sold without any such adverse effect.

(c) Priority on Secondary Registrations. If a Piggyback Registration is an underwritten secondary registration on behalf of holders of the Company's equity securities, and the managing underwriters advise the Company in writing that in their opinion the number of securities requested to be included in such registration exceeds the number which can be sold in such offering without adversely affecting the marketability, proposed offering price, timing or method of distribution of the offering, the Company will include in such registration (i) first, the number of Registrable Securities requested by the Holders to be included, which, in the opinion of such underwriters, can be sold, without any such adverse effect, pro rata among the respective Holders on the basis of the number of Registrable Securities owned by each such Holder; (ii) second, the securities that the Company proposes to sell; and (iii) third, the number of Registrable Securities requested to be included by the PIPE Holders which, in the opinion of such underwriters, can be sold, without any such adverse effect, pro rata among the respective PIPE Holders on the basis of the number of Registrable Securities owned by each such PIPE Holder; and (iv) fourth, other securities requested to be included in such registration which, in the opinion of the underwriters, can be sold without any such adverse effect.

(d) Right to Terminate Registration. The Company will have the right to terminate or withdraw any registration initiated by it under this Section 2, whether or not any holder of Registrable Securities has elected to include securities in such registration.

Section 3 Stockholder Lock-Up Agreements and Company Holdback Agreement.

(a) Stockholder Lock-up Agreements. In connection with any underwritten Public Offering, each Holder will enter into any lock-up, holdback or similar agreements (which shall be identical in form and substance for all Holders) requested by the underwriter(s) managing such offering, in each case with such modifications and exceptions as may be approved by the Majority Participating Holders. Without limiting the generality of the foregoing, each Holder hereby agrees that in connection with any Demand Registration, Shelf Offering or Piggyback Registration that is an underwritten Public Offering, not to (i) offer, sell, contract to sell, pledge or otherwise dispose of (including sales pursuant to Rule 144), directly or indirectly, any equity securities of the Company (including equity securities of the Company that may be deemed to be owned beneficially by such Holder in accordance with the rules and regulations of the SEC) (collectively, "Securities"), or any securities, options or rights convertible into or exchangeable or exercisable for Securities (collectively, "Other Securities"), (ii) enter into a transaction which would have the same effect as described in clause (i) above, (iii) enter into any swap, hedge or other arrangement that transfers, in whole or in part, any of the economic consequences or ownership of any Securities or Other Securities, whether such transaction is to be settled by delivery of such Securities or Other Securities, in cash or otherwise (each of (i), (ii) and (iii) above, a "Sale Transaction"), or (iv) publicly disclose the intention to enter into any Sale Transaction, commencing on the date on which the Company gives notice to the Holders that a preliminary prospectus has been circulated for such underwritten Public Offering or the "pricing" of such offering and continuing to the date that is ninety (90) days following the date of the final prospectus in the case of any underwritten Public Offering (each such period, or such shorter period as agreed to by the managing underwriters, a "Holdback Period"), in each case with such modifications and exceptions as may be approved by the Majority Participating Holders. The Company may impose stop-transfer instructions with respect to any Securities or Other Securities subject to the restrictions set forth in this Section 3(a) until the end of such Holdback Period. For the avoidance of doubt, no lock-up will be required of True Harvest in connection with the Pending Registration.

(b) Company Holdback Agreement. The Company (i) will not file any registration statement for a Public Offering or cause any such registration statement to become effective, or effect any public sale or distribution of its Securities or Other Securities during any Holdback Period (other than as part of such underwritten Public Offering, or a registration on Form S-4 or Form S-8 or any successor or similar form which is (x) then in effect or (y) shall become effective upon the conversion, exchange or exercise of any then outstanding Other Securities) and (ii) will use commercially reasonable efforts to cause each holder of Securities and Other Securities (including each of its directors and executive officers) to agree not to effect any Sale Transaction during any Holdback Period, except as part of such underwritten registration (if otherwise permitted), unless approved in writing by the Majority Participating Holders and the underwriters managing the Public Offering and to enter into any lock-up, holdback or similar agreements requested by the underwriter(s) managing such offering, in each case with such modifications and exceptions as may be approved by the Majority Participating Holders.

Section 4 Registration Procedures.

(a) Company Obligations. Whenever the holders of Registrable Securities have requested that any Registrable Securities be registered pursuant to this Agreement or have initiated a Shelf Offering, the Company will use its reasonable best efforts to effect the registration and the sale of such Registrable Securities in accordance with the intended method of disposition thereof, and pursuant thereto the Company will as expeditiously as possible:

(i) prepare and file with (or submit confidentially to) the SEC a registration statement, and all amendments and supplements thereto and related prospectuses, with respect to such Registrable Securities and use its reasonable best efforts to cause such registration statement to become effective, all in accordance with the Securities Act and all applicable rules and regulations promulgated thereunder (provided that before filing or confidentially submitting a registration statement or prospectus or any amendments or supplements thereto, the Company will furnish to the counsel selected by the Majority Participating Holders copies of all such documents proposed to be filed or submitted, which documents will be subject to the review and comment of such counsel);

(ii) notify each Holder of (A) the issuance by the SEC of any stop order suspending the effectiveness of any registration statement or the initiation of any proceedings for that purpose, (B) the receipt by the Company or its counsel of any notification with respect to the suspension of the qualification of the Registrable Securities for sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose, and (C) the effectiveness of each registration statement filed hereunder;

(iii) prepare and file with the SEC such amendments and supplements to such registration statement and the prospectus used in connection therewith as may be necessary to keep such registration statement effective for a period ending when all of the securities covered by such registration statement have been disposed of in accordance with the intended methods of distribution by the sellers thereof set forth in such registration statement (but not in any event before the expiration of any longer period required under the Securities Act or, if such registration statement relates to an underwritten Public Offering, such longer period as in the opinion of counsel for the underwriters a prospectus is required by law to be delivered in connection with sale of Registrable Securities by an underwriter or dealer) and comply with the provisions of the Securities Act with respect to the disposition of all securities covered by such registration statement during such period in accordance with the intended methods of disposition by the sellers thereof set forth in such registration statement;

(iv) furnish, without charge, to each seller of Registrable Securities thereunder and each underwriter, if any, such number of copies of such registration statement, each amendment and supplement thereto, the prospectus included in such registration statement (including each preliminary prospectus) (in each case including all exhibits and documents incorporated by reference therein), each amendment and supplement thereto, each Free Writing Prospectus and such other documents as such seller or underwriter, if any, may reasonably request in order to facilitate the disposition of the Registrable Securities owned by such seller (the Company hereby consenting to the use in accordance with all applicable laws of each such registration statement, each such amendment and supplement thereto, and each such prospectus (or preliminary prospectus or supplement thereto) or Free Writing Prospectus by each such seller of Registrable Securities and the underwriters, if any, in connection with the offering and sale of the Registrable Securities covered by such registration statement or prospectus);

(v) use its reasonable best efforts to register or qualify such Registrable Securities under such other securities or blue sky laws of such jurisdictions as any seller reasonably requests and do any and all other acts and things which may be reasonably necessary or advisable to enable such seller to consummate the disposition in such jurisdictions of the Registrable Securities owned by such seller (provided that the Company will not be required to (A) qualify generally to do business in any jurisdiction where it would not otherwise be required to qualify but for this subparagraph or (B) consent to general service of process in any such jurisdiction or (C) subject itself to taxation in any such jurisdiction);

(vi) notify each seller of such Registrable Securities (A) promptly after it receives notice thereof, of the date and time when such registration statement and each post-effective amendment thereto has become effective or a prospectus or supplement to any prospectus relating to a registration statement has been filed and when any registration or qualification has become effective under a state securities or blue sky law or any exemption thereunder has been obtained, (B) promptly after receipt thereof, of any request by the SEC for the amendment or supplementing of such registration statement or prospectus or for additional information, (C) at any time when a prospectus relating thereto is required to be delivered under the Securities Act, of the happening of any event or of any information or circumstances as a result of which the prospectus included in such registration statement contains an untrue statement of a material fact or omits any fact necessary to make the statements therein not misleading, and, subject to Section 1(f), if required by applicable law or to the extent requested by the Majority Participating Holders, the Company will use its reasonable best efforts to promptly prepare and file a supplement or amendment to such prospectus so that, as thereafter delivered to the purchasers of such Registrable Securities, such prospectus will not contain an untrue statement of a material fact or omit to state any fact necessary to make the statements therein not misleading and (D) if at any time the representations and warranties contemplated by any underwriting agreement, securities sale agreement, or other similar agreement, relating to the offering shall cease to be true and correct;

(vii) (A) use reasonable best efforts to cause all such Registrable Securities to be listed on each securities exchange on which similar securities issued by the Company are then listed and, if not so listed, to be listed on a securities exchange and, without limiting the generality of the foregoing, to arrange for at least two market markers to register as such with respect to such Registrable Securities with FINRA, and (B) comply (and continue to comply) with the requirements of any self-regulatory organization applicable to the Company, including without limitation all corporate governance requirements;

(viii) use reasonable best efforts to provide a transfer agent and registrar for all such Registrable Securities not later than the effective date of such registration statement;

(ix) enter into and perform such customary agreements (including, as applicable, underwriting agreements in customary form) and take all such other actions as the holders of a majority of the Registrable Securities being sold or the underwriters, if any, reasonably request in order to expedite or facilitate the disposition of such Registrable Securities (including, without limitation, participating in “road shows,” investor presentations, marketing events and other selling efforts and effecting a stock or unit split or combination, recapitalization or reorganization);

(x) make available for inspection by any seller of Registrable Securities, any underwriter participating in any disposition or sale pursuant to such registration statement and any attorney, accountant or other agent retained by any such seller or underwriter, all financial and other records, pertinent corporate and business documents and properties of the Company as will be necessary to enable them to exercise their due diligence responsibility, and cause the Company’s officers, directors, employees, agents, representatives and independent accountants to supply all information reasonably requested by any such seller, underwriter, attorney, accountant or agent in connection with such registration statement and the disposition of such Registrable Securities pursuant thereto;

(xi) take all reasonable actions to ensure that any Free-Writing Prospectus utilized in connection with any Demand Registration or Piggyback Registration or Shelf Offering hereunder complies in all material respects with the Securities Act, is filed in accordance with the Securities Act to the extent required thereby, is retained in accordance with the Securities Act to the extent required thereby and, when taken together with the related prospectus, prospectus supplement and related documents, will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(xii) otherwise use its reasonable best efforts to comply with all applicable rules and regulations of the SEC, and make available to its security holders, as soon as reasonably practicable, an earnings statement covering the period of at least twelve (12) months beginning with the first day of the Company's first full calendar quarter after the effective date of the registration statement, which earnings statement will satisfy the provisions of Section 11(a) of the Securities Act and Rule 158 thereunder;

(xiii) to the extent that any Holder, in its sole and exclusive judgment, might be deemed to be an underwriter of any Registrable Securities or a controlling person of the Company, permit such Holder to participate in the preparation of such registration or comparable statement and to allow such Holder to provide language for insertion therein, in form and substance satisfactory to the Company, which in the reasonable judgment of such Holder and its counsel should be included;

(xiv) in the event of the issuance of any stop order suspending the effectiveness of a registration statement, or the issuance of any order suspending or preventing the use of any related prospectus or suspending the qualification of any Common Stock included in such registration statement for sale in any jurisdiction, use reasonable best efforts to promptly obtain the withdrawal of such order;

(xv) use its reasonable best efforts to cause such Registrable Securities covered by such registration statement to be registered with or approved by such other governmental agencies or authorities as may be necessary to enable the sellers thereof to consummate the disposition of such Registrable Securities;

(xvi) cooperate with the Holders covered by the registration statement and the managing underwriter or agent, if any, to facilitate the timely preparation and delivery of certificates (not bearing any restrictive legends) representing securities to be sold under the registration statement, or the removal of any restrictive legends associated with any account at which such securities are held, and enable such securities to be in such denominations and registered in such names as the managing underwriter, or agent, if any, or such Holders may request;

(xvii) if requested by any managing underwriter, include in any prospectus or prospectus supplement updated financial or business information for the Company's most recent period or current quarterly period (including estimated results or ranges of results) if required for purposes of marketing the offering in the view of the managing underwriter;

(xviii) take no direct or indirect action prohibited by Regulation M under the Exchange Act; provided, however, that to the extent that any prohibition is applicable to the Company, the Company will take such action as is necessary to make any such prohibition inapplicable;

(xix) cooperate with each Holder covered by the registration statement and each underwriter or agent participating in the disposition of such Registrable Securities and their respective counsel in connection with the preparation and filing of any applications, notices, registrations and responses to requests for additional information with FINRA, NYSE American or any other national securities exchange on which the shares of Common Stock are or are to be listed, and (B) to the extent required by the rules and regulations of FINRA, retain a Qualified Independent Underwriter acceptable to the managing underwriter;

(xx) in the case of any underwritten offering, use its reasonable best efforts to obtain, and deliver to the underwriter(s), in the manner and to the extent provided for in the applicable underwriting agreement, one or more cold comfort letters from the Company's independent public accountants in customary form and covering such matters of the type customarily covered by cold comfort letters;

(xxi) use its reasonable best efforts to provide a legal opinion of the Company's outside counsel, dated the effective date of such registration statement addressed to the Company, (i) on the date that such Registrable Securities are delivered to the underwriters for sale in connection with a Demand Registration or Shelf Offering, if such securities are being sold through underwriters, or, if such securities are not being sold through underwriters, on the closing date of the applicable sale, (A) one or more legal opinions of the Company's outside counsel, dated such date, in form and substance as customarily given to underwriters in an underwritten public offering or, in the case of a non-underwritten offering, to the broker, placement agent or other agent of the Holders assisting in the sale of the Registrable Securities and (B) one or more "negative assurances letters" of the Company's outside counsel, dated such date, in form and substance as is customarily given to underwriters in an underwritten public offering or, in the case of a non-underwritten offering, to the broker, placement agent or other agent of the Holders assisting in the sale of the Registrable Securities, in each case, addressed to the underwriters, if any, or, if requested, in the case of a non-underwritten offering, to the broker, placement agent or other agent of the Holders assisting in the sale of the Registrable Securities and (ii) customary certificates executed by authorized officers of the Company as may be requested by any Holder or any underwriter of such Registrable Securities;

(xxii) if the Company files an Automatic Shelf Registration Statement covering any Registrable Securities, use its reasonable best efforts to remain a WKSI (and not become an ineligible issuer (as defined in Rule 405 under the Securities Act)) during the period during which such Automatic Shelf Registration Statement is required to remain effective;

(xxiii) if the Company does not pay the filing fee covering the Registrable Securities at the time an Automatic Shelf Registration Statement is filed, pay such fee at such time or times as the Registrable Securities are to be sold; and

(xxiv) if the Automatic Shelf Registration Statement has been outstanding for at least three (3) years, at the end of the third year, refile a new Automatic Shelf Registration Statement covering the Registrable Securities, and, if at any time when the Company is required to re-evaluate its WKSI status the Company determines that it is not a WKSI, use its reasonable best efforts to refile the Shelf Registration Statement on Form S-3 and, if such form is not available, Form S-1 and keep such registration statement effective during the period during which such registration statement is required to be kept effective.

(b) Automatic Shelf Registration Statements. If the Company files any Automatic Shelf Registration Statement for the benefit of the holders of any of its securities other than the Holders, the Company agrees that, at the request of the Majority Holders, it will include in such Automatic Shelf Registration Statement such disclosures as may be required by Rule 430B in order to ensure that the Holders may be added to such Shelf Registration Statement at a later time through the filing of a prospectus supplement rather than a post-effective amendment. If the Company has filed any Automatic Shelf Registration Statement for the benefit of the holders of any of its securities other than the Holders, the Company shall, at the request of the Majority Holders, file any post-effective amendments necessary to include therein all disclosure and language necessary to ensure that the holders of Registrable Securities may be added to such Shelf Registration Statement.

(c) Additional Information. The Company may require each seller of Registrable Securities as to which any registration is being effected to furnish the Company such information regarding such seller and the distribution of such securities as the Company may from time to time reasonably request in writing, as a condition to such seller's participation in such registration.

(d) In-Kind Distributions. If a Holder seeks to effectuate an in-kind distribution of all or part of their Registrable Securities to their respective direct or indirect equityholders, the Company will, subject to any applicable lock-ups, work with the foregoing Persons to facilitate such in-kind distribution in the manner reasonably requested and consistent with the Company's obligations under the Securities Act.

(e) Suspended Distributions. Each Person participating in a registration hereunder agrees that, upon receipt of any notice from the Company of the happening of any event of the kind described in Section 4(a)(vi), such Person will immediately discontinue the disposition of its Registrable Securities pursuant to the registration statement until such Person's receipt of the copies of a supplemented or amended prospectus as contemplated by Section 4(a)(vi), subject to the Company's compliance with its obligations under Section 4(a)(vi).

Section 5 Registration Expenses.

Except as expressly provided herein (including, without limitation, Section 1(a)), all out-of-pocket expenses incurred by the Company in connection with the performance of or compliance with this Agreement and/or in connection with any Demand Registration, Piggyback Registration or Shelf Offering, whether or not the same shall become effective, shall be paid by the Company, including, without limitation, (i) all registration and filing fees, and any other fees and expenses associated with filings required to be made with the SEC or FINRA, (ii) all fees and expenses in connection with compliance with any securities or "blue sky" laws, (iii) all printing, duplicating, word processing, messenger, telephone, facsimile and delivery expenses (including expenses of printing certificates for the Registrable Securities in a form eligible for deposit with The Depository Trust Company or other depositary and of printing prospectuses and Company Free Writing Prospectuses), (iv) all fees and disbursements of counsel for the Company and of all independent certified public accountants of the Company (including the expenses of any special audit and cold comfort letters required by or incident to such performance), (v) Securities Act liability insurance or similar insurance if the Company so desires or the underwriters so require in accordance with then-customary underwriting practice, (vi) all fees and expenses incurred in connection with the listing of the Registrable Securities on any securities exchange on which similar securities of the Company are then listed (or on which exchange the Registrable Securities are proposed to be listed in the case of the Company's initial Public Offering), (vii) all applicable rating agency fees with respect to the Registrable Securities, (viii) all reasonable fees and disbursements of one legal counsel for selling Holders selected by the Majority Participating Holders, (ix) any fees and disbursements of underwriters customarily paid by issuers or sellers of securities, (x) all fees and expenses of any special experts or other Persons retained by the Company in connection with any Registration (xi) all of the Company's internal expenses (including all salaries and expenses of its officers and employees performing legal or accounting duties) and (xii) all expenses of the Company related to the "road-show" for any underwritten offering, including all travel, meals and lodging. All such expenses are referred to herein as "Registration Expenses." The Company shall not be required to pay, and each Person that sells securities pursuant to a Demand Registration, Shelf Offering or Piggyback Registration hereunder will bear and pay, all underwriting discounts and commissions applicable to the Registrable Securities sold for such Person's account and all transfer taxes (if any) attributable to the sale of Registrable Securities.

Section 6 Indemnification and Contribution.

(a) By the Company. The Company will indemnify and hold harmless, to the fullest extent permitted by law and without limitation as to time, each Holder, such Holder's officers, directors employees, agents, fiduciaries, stockholders, partners, members, affiliates, consultants and representatives, and any successors and assigns thereof, and each Person who controls such holder (within the meaning of the Securities Act) (the "Indemnified Parties") against all losses, claims, actions, damages, liabilities and expenses (including with respect to actions or proceedings, whether commenced or threatened, and including reasonable attorney fees and expenses) (collectively, "Losses") caused by, resulting from, arising out of, based upon or related to any of the following (each, a "Violation") by the Company: (i) any untrue or alleged untrue statement of material fact contained in (A) any registration statement, prospectus, preliminary prospectus or Free-Writing Prospectus, or any amendment thereof or supplement thereto or (B) any application or other document or communication (in this Section 6, collectively called an "application") executed by or on behalf of the Company or based upon written information furnished by or on behalf of the Company filed in any jurisdiction in order to qualify any securities covered by such registration under the "blue sky" or securities laws thereof, (ii) any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading or (iii) any violation or alleged violation by the Company of the Securities Act or any other similar federal or state securities laws or any rule or regulation promulgated thereunder applicable to the Company and relating to action or inaction required of the Company in connection with any such registration, qualification or compliance. In addition, the Company will reimburse such Indemnified Party for any legal or any other expenses reasonably incurred by them in connection with investigating or defending any such Losses. Notwithstanding the foregoing, the Company will not be liable in any such case to the extent that any such Losses result from, arise out of, are based upon, or relate to an untrue statement, or omission, made in such registration statement, any such prospectus, preliminary prospectus or Free-Writing Prospectus or any amendment or supplement thereto, or in any application, in reliance upon, and in conformity with, written information prepared and furnished in writing to the Company by such Indemnified Party expressly for use therein or by such Indemnified Party's failure to deliver a copy of the registration statement or prospectus or any amendments or supplements thereto after the Company has furnished such Indemnified Party with a sufficient number of copies of the same. In connection with an underwritten offering, the Company will indemnify such underwriters, their officers and directors, and each Person who controls such underwriters (within the meaning of the Securities Act) to the same extent as provided above with respect to the indemnification of the Indemnified Parties or as otherwise agreed to in the underwriting agreement executed in connection with such underwritten offering. Such indemnity and reimbursement of expenses shall remain in full force and effect regardless of any investigation made by or on behalf of such Indemnified Party and shall survive the transfer of such securities by such seller.

(b) By Holders. In connection with any registration statement in which a Holder is participating, each such Holder will furnish to the Company in writing such information and affidavits as the Company reasonably requests for use in connection with any such registration statement or prospectus and, to the extent permitted by law, will indemnify the Company, its officers, directors, employees, agents and representatives, and each Person who controls the Company (within the meaning of the Securities Act) against any Losses resulting from (as determined by a final and appealable judgment, order or decree of a court of competent jurisdiction) any untrue statement of material fact contained in the registration statement, prospectus or preliminary prospectus or any amendment thereof or supplement thereto or any omission of a material fact required to be stated therein or necessary to make the statements therein not misleading, but only to the extent that such untrue statement or omission is contained in any information or affidavit so furnished in writing by such Holder expressly for use therein; provided that the obligation to indemnify will be individual, not joint and several, for each holder and will be limited to the net amount of proceeds received by such Holder from the sale of Registrable Securities pursuant to such registration statement.

(c) Claim Procedure. Any Person entitled to indemnification hereunder will (i) give prompt written notice to the indemnifying party of any claim with respect to which it seeks indemnification (provided that the failure to give prompt notice will impair any Person's right to indemnification hereunder only to the extent such failure has prejudiced the indemnifying party) and (ii) unless in such indemnified party's reasonable judgment a conflict of interest between such indemnified and indemnifying parties may exist with respect to such claim, permit such indemnifying party to assume the defense of such claim with counsel reasonably satisfactory to the indemnified party. If such defense is assumed, the indemnifying party will not be subject to any liability for any settlement made by the indemnified party without its consent (but such consent will not be unreasonably withheld, conditioned or delayed). An indemnifying party who is not entitled to, or elects not to, assume the defense of a claim will not be obligated to pay the fees and expenses of more than one counsel for all parties indemnified by such indemnifying party with respect to such claim, unless in the reasonable judgment of any indemnified party a conflict of interest may exist between such indemnified party and any other of such indemnified parties with respect to such claim. In such instance, the conflicted indemnified parties will have a right to retain one separate counsel, chosen by the Majority Holders, at the expense of the indemnifying party.

(d) Contribution. If the indemnification provided for in this Section 6 is held by a court of competent jurisdiction to be unavailable to, or is insufficient to hold harmless, an indemnified party or is otherwise unenforceable with respect to any Loss referred to herein, then such indemnifying party will contribute to the amounts paid or payable by such indemnified party as a result of such Loss, (i) in such proportion as is appropriate to reflect the relative fault of the indemnifying party on the one hand and of the indemnified party on the other hand in connection with the statements or omissions which resulted in such Loss as well as any other relevant equitable considerations or (ii) if the allocation provided by clause (i) of this Section 6(d) is not permitted by applicable law, then in such proportion as is appropriate to reflect not only such relative fault but also the relative benefit of the Company on the one hand and of the sellers of Registrable Securities and any other sellers participating in the registration statement on the other in connection with the statement or omissions which resulted in such Losses, as well as any other relevant equitable considerations; provided that the maximum amount of liability in respect of such contribution will be limited, in the case of each seller of Registrable Securities, to an amount equal to the net proceeds actually received by such seller from the sale of Registrable Securities effected pursuant to such registration. The relative fault of the indemnifying party and of the indemnified party will be determined by reference to, among other things, whether the untrue (or, as applicable alleged) untrue statement of a material fact or the omission to state a material fact relates to information supplied by the indemnifying party or by the indemnified party and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The parties hereto agree that it would not be just or equitable if the contribution pursuant to this Section 6(d) were to be determined by pro rata allocation or by any other method of allocation that does not take into account such equitable considerations. The amount paid or payable by an indemnified party as a result of the Losses referred to herein will be deemed to include any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending against any action or claim which is the subject hereof. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) will be entitled to contribution from any Person who is not guilty of such fraudulent misrepresentation.

(e) Release. No indemnifying party will, except with the consent of the indemnified party, consent to the entry of any judgment or enter into any settlement that does not include as an unconditional term thereof giving by the claimant or plaintiff to such indemnified party of a release from all liability in respect to such claim or litigation.

(f) Non-exclusive Remedy; Survival. The indemnification and contribution provided for under this Agreement will be in addition to any other rights to indemnification or contribution that any indemnified party may have pursuant to law or contract (and the Company and its Subsidiaries shall be considered the indemnitors of first resort in all such circumstances to which this Section 6 applies) and will remain in full force and effect regardless of any investigation made by or on behalf of the indemnified party or any officer, director or controlling Person of such indemnified party and will survive the transfer of Registrable Securities and the termination or expiration of this Agreement.

Section 7 Cooperation with Underwritten Offerings. No Person may participate in any underwritten registration hereunder unless such Person (i) agrees to sell such Person's securities on the basis provided in any underwriting arrangements approved by the Person or Persons entitled hereunder to approve such arrangements (including, without limitation, pursuant to the terms of any over-allotment or "green shoe" option requested by the underwriters; provided that no Holder will be required to sell more than the number of Registrable Securities such Holder has requested to include in such registration) and (ii) completes, executes and delivers all questionnaires, powers of attorney, stock powers, custody agreements, indemnities, underwriting agreements and other documents and agreements required under the terms of such underwriting arrangements or as may be reasonably requested by the Company and the lead managing underwriter(s). To the extent that any such agreement is entered into pursuant to, and consistent with, Section 3, Section 4 and/or this Section 7, the respective rights and obligations created under such agreement will supersede the respective rights and obligations of the Holders, the Company and the underwriters created thereby with respect to such registration.

Section 8 Subsidiary Public Offering. If, after an initial Public Offering of the common equity securities of one of its Subsidiaries, the Company distributes securities of such Subsidiary to its equityholders, then the rights and obligations of the Company pursuant to this Agreement will apply, *mutatis mutandis*, to such Subsidiary, and the Company will cause such Subsidiary to comply with such Subsidiary's obligations under this Agreement as if it were the Company hereunder.

Section 9 Joinder; Additional Parties; Transfer of Registrable Securities.

(a) Joinder. The Company may from time to time (with the prior written consent of the Majority Holders) permit any Person who acquires Common Stock (or rights to acquire Common Stock) to become a party to this Agreement and to be entitled to and be bound by all of the rights and obligations as a Holder by obtaining an executed joinder to this Agreement from such Person in the form of Exhibit B attached hereto (a "Joinder"). Upon the execution and delivery of a Joinder by such Person, the Common Stock held by such Person shall become Registrable Securities, and such Person shall be deemed a Holder.

(b) Restrictions on Transfers. Prior to transferring any Registrable Securities to any Person (including, without limitation, by operation of law), the transferring Holder must first cause the prospective transferee to execute and deliver to the Company a Joinder, except that such consent and Joinder shall not be required in the case of (i) a transfer to the Company, (ii) a Public Offering, (iii) a sale pursuant to Rule 144 and/or (iv) a transfer in connection with a Sale of the Company. Any transfer or attempted transfer of Registrable Securities in violation of any provision of this Agreement will be void, and the Company will not record such transfer on its books or treat any purported transferee of such Registrable Securities as the owner thereof for any purpose (but the Company will be entitled to enforce against such Person the obligations hereunder).

Section 10 General Provisions.

(a) Amendments and Waivers. Except as otherwise provided herein, the provisions of this Agreement may be amended, modified or waived only with the prior written consent of the Company and the Majority Holders (which consent of the Majority Holders must include the consent of True Harvest for so long as True Harvest holds Registrable Securities); provided that no such amendment, modification or waiver that would treat a specific Holder in a manner materially and adversely different than any other Holder will be effective against such Holder without the consent of such Holder; provided further that the foregoing provision shall not apply to any amendments or modifications otherwise expressly permitted by this Agreement, including any required to add a party hereto. The failure or delay of any Person to enforce any of the provisions of this Agreement will in no way be construed as a waiver of such provisions and will not affect the right of such Person thereafter to enforce each and every provision of this Agreement in accordance with its terms. A waiver or consent to or of any breach or default by any Person in the performance by that Person of his, her or its obligations under this Agreement will not be deemed to be a consent or waiver to or of any other breach or default in the performance by that Person of the same or any other obligations of that Person under this Agreement.

(b) Remedies. The parties to this Agreement will be entitled to enforce their rights under this Agreement specifically (without posting a bond or other security), to recover damages caused by reason of any breach of any provision of this Agreement and to exercise all other rights existing in their favor. The parties hereto agree and acknowledge that a breach of this Agreement would cause irreparable harm and money damages would not be an adequate remedy for any such breach and that, in addition to any other rights and remedies existing hereunder, any party will be entitled to specific performance and/or other injunctive relief from any court of law or equity of competent jurisdiction (without posting any bond or other security) in order to enforce or prevent violation of the provisions of this Agreement.

(c) Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited, invalid, illegal or unenforceable in any respect under any applicable law or regulation in any jurisdiction, such prohibition, invalidity, illegality or unenforceability will not affect the validity, legality or enforceability of any other provision of this Agreement in such jurisdiction or in any other jurisdiction, but this Agreement will be reformed, construed and enforced in such jurisdiction as if such prohibited, invalid, illegal or unenforceable provision had never been contained herein.

(d) Entire Agreement. Except as otherwise provided herein, this Agreement contains the complete agreement and understanding among the parties hereto with respect to the subject matter hereof and supersedes and preempts any prior understandings, agreements or representations by or among the parties hereto, written or oral, which may have related to the subject matter hereof in any way.

(e) Successors and Assigns. Except as otherwise provided herein, this Agreement will bind and inure to the benefit and be enforceable by the Company and its successors and permitted assigns and the Holders and their respective successors and permitted assigns (whether so expressed or not).

(f) Notices. Any notice, demand or other communication to be given under or by reason of the provisions of this Agreement will be in writing and will be deemed to have been given (i) when delivered personally to the recipient, (ii) when sent by confirmed electronic mail or facsimile if sent during normal business hours of the recipient; but if not, then on the next Business Day, (iii) one (1) Business Day after it is sent to the recipient by reputable overnight courier service (charges prepaid) or (iv) three (3) Business Days after it is mailed to the recipient by first class mail, return receipt requested. Such notices, demands and other communications will be sent to the Company at the address specified on the signature page hereto or any Joinder and to any holder, or at such address or to the attention of such other Person as the recipient party has specified by prior written notice to the sending party. Any party may change such party's address for receipt of notice by giving prior written notice of the change to the sending party as provided herein. The Company's address is:

The Greenrose Holding Company Inc.
111 Broadway
Amityville, NY 11701
Attention: Chief Executive Officer

(g) Business Days. If any time period for giving notice or taking action hereunder expires on a day that is not a Business Day, the time period will automatically be extended to the Business Day immediately following such Saturday, Sunday or legal holiday.

(h) Governing Law. All issues and questions concerning the construction, validity, interpretation and enforcement of this Agreement and the exhibits and schedules hereto will be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any jurisdiction other than the State of New York.

(i) MUTUAL WAIVER OF JURY TRIAL. AS A SPECIFICALLY BARGAINED FOR INDUCEMENT FOR EACH OF THE PARTIES HERETO TO ENTER INTO THIS AGREEMENT (AFTER HAVING THE OPPORTUNITY TO CONSULT WITH COUNSEL), EACH PARTY HERETO EXPRESSLY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY LAWSUIT OR PROCEEDING RELATING TO OR ARISING IN ANY WAY FROM THIS AGREEMENT OR THE MATTERS CONTEMPLATED HEREBY.

(j) CONSENT TO JURISDICTION AND SERVICE OF PROCESS. EACH OF THE PARTIES IRREVOCABLY SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, FOR THE PURPOSES OF ANY SUIT, ACTION OR OTHER PROCEEDING ARISING OUT OF THIS AGREEMENT, ANY RELATED AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY OR THEREBY. EACH OF THE PARTIES HERETO FURTHER AGREES THAT SERVICE OF ANY PROCESS, SUMMONS, NOTICE OR DOCUMENT BY U.S. REGISTERED MAIL TO SUCH PARTY'S RESPECTIVE ADDRESS SET FORTH ABOVE WILL BE EFFECTIVE SERVICE OF PROCESS FOR ANY ACTION, SUIT OR PROCEEDING WITH RESPECT TO ANY MATTERS TO WHICH IT HAS SUBMITTED TO JURISDICTION IN THIS PARAGRAPH. EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY OBJECTION TO THE LAYING OF VENUE OF ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF THIS AGREEMENT, ANY RELATED DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, AND HEREBY AND THEREBY FURTHER IRREVOCABLY AND UNCONDITIONALLY WAIVES AND AGREES NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH ACTION, SUIT OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

(k) No Recourse. Notwithstanding anything to the contrary in this Agreement, the Company and each Holder agrees and acknowledges that no recourse under this Agreement or any documents or instruments delivered in connection with this Agreement, will be had against any current or future director, officer, employee, general or limited partner or member of any Holder or any Affiliate or assignee thereof, whether by the enforcement of any assessment or by any legal or equitable proceeding, or by virtue of any statute, regulation or other applicable law, it being expressly agreed and acknowledged that no personal liability whatsoever will attach to, be imposed on or otherwise be incurred by any current or future officer, agent or employee of any Holder or any current or future member of any Holder or any current or future director, officer, employee, partner or member of any Holder or of any Affiliate or assignee thereof, as such for any obligation of any Holder under this Agreement or any documents or instruments delivered in connection with this Agreement for any claim based on, in respect of or by reason of such obligations or their creation.

(l) Descriptive Headings; Interpretation. The descriptive headings of this Agreement are inserted for convenience only and do not constitute a part of this Agreement. The use of the word "including" in this Agreement will be by way of example rather than by limitation.

(m) No Strict Construction. The language used in this Agreement will be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction will be applied against any party.

(n) Counterparts. This Agreement may be executed in multiple counterparts, any one of which need not contain the signature of more than one party, but all such counterparts taken together will constitute one and the same agreement.

(o) Electronic Delivery. This Agreement, the agreements referred to herein, and each other agreement or instrument entered into in connection herewith or therewith or contemplated hereby or thereby, and any amendments hereto or thereto, to the extent executed and delivered by means of a photographic, photostatic, facsimile or similar reproduction of such signed writing using a facsimile machine or electronic mail will be treated in all manner and respects as an original agreement or instrument and will be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any party hereto or to any such agreement or instrument, each other party hereto or thereto will re-execute original forms thereof and deliver them to all other parties. No party hereto or to any such agreement or instrument will raise the use of a facsimile machine or electronic mail to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a facsimile machine or electronic mail as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.

(p) Further Assurances. In connection with this Agreement and the transactions contemplated hereby, each Holder agrees to execute and deliver any additional documents and instruments and perform any additional acts that may be necessary or appropriate to effectuate and perform the provisions of this Agreement and the transactions contemplated hereby.

(q) Dividends, Recapitalizations, Etc.. If at any time or from time to time there is any change in the capital structure of the Company by way of a stock split, stock dividend, combination or reclassification, or through a merger, consolidation, reorganization or recapitalization, or by any other means, appropriate adjustment will be made in the provisions hereof so that the rights and privileges granted hereby will continue.

(r) No Third-Party Beneficiaries. No term or provision of this Agreement is intended to be, or shall be, for the benefit of any Person not a party hereto, and no such other Person shall have any right or cause of action hereunder, except as otherwise expressly provided herein.

(s) Current Public Information. At all times after the Company has filed a registration statement with the SEC pursuant to the requirements of either the Securities Act or the Exchange Act, the Company will file all reports required to be filed by it under the Securities Act and the Exchange Act and will take such further action as the Majority Holders (which Majority Holders must include the request of True Harvest) may reasonably request, all to the extent required to enable such Holders to sell Registrable Securities (or securities that would be Registrable Securities but for the final sentence of the definition of Registrable Securities) pursuant to Rule 144.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Registration Rights Agreement as of the date first written above.

COMPANY

THE GREENROSE HOLDING COMPANY INC.

By: /s/William F. Harley III
Name: William F. Harley III
Title: Chief Executive Officer

HOLDER

True Harvest, LLC

By: /s/ Michael Macchiaroli
Name: Michael Macchiaroli
Title: Manager

Address:

[*Signature Page to Registration Rights Agreement*]

EXHIBIT A

DEFINITIONS

Capitalized terms used in this Agreement have the meanings set forth below.

"Affiliate" of any Person means any other Person controlled by, controlling or under common control with such Person and, in the case of an individual, also includes any member of such individual's Family Group; provided that the Company and its Subsidiaries will not be deemed to be Affiliates of any holder of Registrable Securities. As used in this definition, "control" (including, with its correlative meanings, "controlling," "controlled by" and "under common control with") will mean possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through ownership of securities, by contract or otherwise).

"Acquisition" means the acquisition of the assets and assumption of certain liabilities of True Harvest pursuant to the Agreement.

"Agreement" has the meaning set forth in the recitals.

"Automatic Shelf Registration Statement" has the meaning set forth in Section 1(a).

"Common Stock" means the Company's common stock, par value $0.0001 per share.

"Company" has the meaning set forth in the preamble and shall include its successor(s).

"Demand Registrations" has the meaning set forth in Section 1(a).

"End of Suspension Notice" has the meaning set forth in Section 1(f)(iii).

"Exchange Act" means the Securities Exchange Act of 1934, as amended from time to time, or any successor federal law then in force, together with all rules and regulations promulgated thereunder.

"Excluded Registration" means any registration (i) pursuant to a Demand Registration (which is addressed in Section 1(a)), (ii) in connection with registrations on Form S-4 or S-8 promulgated by the SEC or any successor or similar forms) or (iii) on any form that does not permit the registration of Registrable Securities.

"FINRA" means the Financial Industry Regulatory Authority.

"Free Writing Prospectus" means a free-writing prospectus, as defined in Rule 405.

"Holdback Period" has the meaning set forth in Section 3(a).

"Holder" means a holder of Registrable Securities who is a party to this Agreement (including by way of Joinder).

"Indemnified Parties" has the meaning set forth in Section 6(a).

"Joinder" has the meaning set forth in Section 9(a).

"Long-Form Registrations" has the meaning set forth in Section 1(a).

"Losses" has the meaning set forth in Section 6(c).

"Majority Holders" means the holders of a majority of the aggregate Registrable Securities.

"Majority Participating Holders" means the holders of a majority of the aggregate Registrable Securities to be included in a Public Offering.

"Other Holders" has the meaning set forth in the recitals.

"Piggyback Registrations" has the meaning set forth in Section 2(a).

"PIPE Investor" means any Person who purchased any of the Company's equity in the PIPE Offering.

"PIPE Offering" means the private investment offering consummated by the Company in connection with the Merger.

"Public Offering" means any sale or distribution by the Company, one of its Subsidiaries and/or Holders to the public of Common Stock or other securities convertible into or exchangeable for Common Stock pursuant to an offering registered under the Securities Act.

"Registrable Securities" means: (i) any Common Stock issued to a Holder pursuant to the Merger Agreement, and (ii) any equity securities of the Company issued or issuable with respect to the securities referred to in clause (i) above by way of dividend, distribution, split or combination of securities, or any recapitalization, merger, consolidation or other reorganization. As to any particular Registrable Securities, such securities will cease to be Registrable Securities when they have been (a) sold or distributed pursuant to a Public Offering, (b) sold in compliance with Rule 144, or (c) repurchased by the Company or a Subsidiary of the Company. For purposes of this Agreement, a Person will be deemed to be a holder of Registrable Securities, and the Registrable Securities will be deemed to be in existence, whenever such Person has the right to acquire, directly or indirectly, such Registrable Securities (upon conversion or exercise in connection with a transfer of securities or otherwise, but disregarding any restrictions or limitations upon the exercise of such right), whether or not such acquisition has actually been effected, and such Person will be entitled to exercise the rights of a holder of Registrable Securities hereunder (it being understood that a holder of Registrable Securities may only request that Registrable Securities in the form of Common Stock be registered pursuant to this Agreement). Notwithstanding the foregoing, any Registrable Securities held by any Person that may be sold under Rule 144(b)(1)(i) without limitation under any of the other requirements of Rule 144 will not be deemed to be Registrable Securities.

"Registration Expenses" has the meaning set forth in Section 5.

"Rule 144", "Rule 158", "Rule 405", "Rule 415", "Rule 430B" and "Rule 462" mean, in each case, such rule promulgated under the Securities Act (or any successor provision) by the SEC, as the same will be amended from time to time, or any successor rule then in force.

"Sale Transaction" has the meaning set forth in Section 3(a).

"SEC" means the United States Securities and Exchange Commission.

"Securities" has the meaning set forth in Section 3(a).

"Securities Act" means the Securities Act of 1933, as amended from time to time, or any successor federal law then in force, together with all rules and regulations promulgated thereunder.

"Shelf Offering" has the meaning set forth in Section 1(d)(i).

"Shelf Offering Notice" has the meaning set forth in Section 1(d)(i).

"Shelf Registrable Securities" has the meaning set forth in Section 1(d)(i).

"Shelf Registration" means the offer and sale of the Company's securities pursuant to Rule 415 under the Securities Act.

"Shelf Registration Statement" has the meaning set forth in Section 1(d).

"Short-Form Registrations" has the meaning set forth in Section 1(a).

"Subsidiary" means, with respect to the Company, any corporation, limited liability company, partnership, association or other business entity of which (i) if a corporation, a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by the Company or one or more of the other Subsidiaries of the Company or a combination thereof, or (ii) if a limited liability company, partnership, association or other business entity, a majority of the limited liability company, partnership or other similar ownership interest thereof is at the time owned or controlled, directly or indirectly, by the Company or one or more Subsidiaries of the Company or a combination thereof. For purposes hereof, a Person or Persons will be deemed to have a majority ownership interest in a limited liability company, partnership, association or other business entity if such Person or Persons will be allocated a majority of limited liability company, partnership, association or other business entity gains or losses or will be or control the managing director or general partner of such limited liability company, partnership, association or other business entity.

"Suspension Event" has the meaning set forth in Section 1(f)(iii).

"Suspension Notice" has the meaning set forth in Section 1(f)(iii).

"Suspension Period" has the meaning set forth in Section 1(f)(i).

"Violation" has the meaning set forth in Section 6(a).

"WKSI" means a "well-known seasoned issuer" as defined under Rule 405.

EXHIBIT B

The undersigned is executing and delivering this Joinder pursuant to the Registration Rights Agreement dated as of _____, 2021 (as amended, modified and waived from time to time, the "Registration Agreement"), among Greenrose Acquisition Corp., a Delaware corporation (the "Company"), and the other persons named as parties therein (including pursuant to other Joinders). Capitalized terms used herein have the meaning set forth in the Registration Agreement.

By executing and delivering this Joinder to the Company, the undersigned hereby agrees to become a party to, to be bound by, and to comply with the provisions of, the Registration Agreement as a Holder in the same manner as if the undersigned were an original signatory to the Registration Agreement, and the undersigned will be deemed for all purposes to be a Holder, and the undersigned's _____ shares of Common Stock will be deemed for all purposes to be Registrable Securities under the Registration Agreement.

Accordingly, the undersigned has executed and delivered this Joinder as of the ___ day of _____, 20___.

_____
Signature

_____
Print Name

Address: _____

_____

_____

Agreed and Accepted as of

_____, 20___:

THE GREENROSE HOLDING COMPANY INC.

By: _____
Name:
Title:

Exhibit 4.2

REGISTRATION RIGHTS AGREEMENT – THIS WARRANT AND THE SECURITIES REPRESENTED BY THIS WARRANT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY JURISDICTION. THIS WARRANT AND THE SECURITIES REPRESENTED BY THIS WARRANT MAY NOT BE OFFERED, SOLD, TRANSFERRED, PLEDGED, ASSIGNED, ENCUMBERED, HYPOTHECATED, OR OTHERWISE DISPOSED OF EXCEPT (A) PURSUANT TO A REGISTRATION STATEMENT WITH RESPECT TO THIS WARRANT AND/OR THE SECURITIES REPRESENTED BY THIS WARRANT THAT IS EFFECTIVE UNDER THE SECURITIES ACT OR APPLICABLE STATE SECURITIES LAW OR (B) IN A TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE SECURITIES ACT OR APPLICABLE STATE SECURITIES LAW.

THE GREENROSE HOLDING COMPANY INC.
a Delaware corporation

AMENDED AND RESTATED
WARRANT NO. 1

Issue Date: December 31, 2021

This certifies that, for value received, DXR FINANCE, LLC or its permitted assigns (the "Holder") is entitled to acquire from THE GREENROSE HOLDING COMPANY INC., a Delaware corporation (the "Company"), in whole or in part, up to 2,000,000 fully paid and nonassessable shares of the Company's Non-voting Common Stock of the Company ("Common Shares"), and any other common shares other securities issued or deemed to be issued pursuant to Section 12 (collectively, the "Warrant Interest"), at a purchase price per share equal to the Exercise Price, all on the terms and conditions and subject to the adjustments provided for in this Warrant.

1. Definitions. The following terms, as used in this Warrant, have the following respective meanings:

"Business Day" means any day other than a Saturday, Sunday or other day on which commercial banks in New York City are authorized or required to close.

"Company" has the meaning set forth in the preamble.

"Equity Equivalents" means any rights, warrants, options, or exchangeable securities or indebtedness, or other rights, in each case to be issued or exercisable for or convertible or exchangeable into, directly or indirectly, Common Shares, or any other equity security or equity interest of the Company, whether at the time of issuance, upon the passage of time or the occurrence of some future event, or both. For the avoidance of doubt, the term "Equity Equivalents" shall not include the Warrant Interests issued pursuant hereto.

"Exchange" means any of the following markets or exchanges, if any, on which the Common Shares are listed or quoted for trading on the date in question: (i) The Nasdaq Stock Market (or any successors thereto) or the New York Stock Exchange (or any successors thereto) or (ii) if the Common Shares are not then listed on an exchange identified in clause (i), the principal other U.S. national or regional securities exchange or market (including, for such purpose, the OTC Bulletin Board or OTC Markets Group), if any, on which the Common Shares are listed or admitted for trading or quoted.

"Exchange Act" shall mean the Securities Exchange Act of 1934, as amended, and the rules and regulations issued thereunder.

"Exercise Price" means $0.01 per share.

"Expiration Date" has the meaning set forth in Section 3.

"Fair Market Value" means, as of any date, (a) if the Common Shares for which the Warrants are exercisable are then traded on an Exchange, the volume weighted average closing price for the ten (10) consecutive Trading Days ending on (and including) the Trading Day immediately prior to such date, and (b) if the Common Shares for which the Warrants are exercisable are not so traded on an Exchange, the fair market value of an Common Share as determined by the Company in good faith, using one or more valuation methods that the Company in its reasonable judgment determines to be most appropriate, assuming such Common Shares are fully distributed and are to be sold in an arm's-length transaction and there was no compulsion on the part of any party to such sale to buy or sell and taking into account all relevant factors.

"Financing Agreement" has the meaning set forth in Section 2.

"Floor Amount" means (1) $6.00 per share for any Cash Election made following the date hereof and prior to November 26, 2022; (2) $7.00 per share for any Cash Election made on or after November 27, 2022 and before November 26, 2023; (3) $8.00 per share for any Cash Election made on or after November 27, 2023 and before November 26, 2024; (4) $9.00 per share for any Cash Election made on or after November 27, 2024 and before November 26, 2025; and (5) $10.00 per share for any Cash Election made on or after November 27, 2025 and before[November 26, 2026.

"Holder" has the meaning set forth in the preamble.

"Initial Closing" means November 26, 2021.

"Person" means any individual, sole proprietorship, partnership, limited liability company, joint venture, trust, incorporated organization, association, corporation, institution or other entity.

"Prospectus" means the prospectus included in any Registration Statement, as amended or supplemented by any prospectus supplement with respect to the terms of the offering of any of the Registrable Securities covered by such Registration Statement and by all other amendments and supplements to the prospectus, including post-effective amendments and all material incorporated by reference in such prospectus.

"Register, registered, and registration" shall refer to a registration effected by preparing and (a) filing a Registration Statement in compliance with the Securities Act and applicable rules and regulations thereunder, and the declaration of or automatic effectiveness of such Registration Statement or (b) filing a Prospectus and/or prospectus supplement in respect of an appropriate effective Registration Statement on Form S-3.

"Registrable Securities" means Common Shares or other securities issuable under the Warrants on the Issuance Date and at any time during the term of this Agreement. Registrable Securities shall continue to be Registrable Securities (whether they continue to be held by the Holder or they are sold to other Persons) until (i) they are sold pursuant to an effective Registration Statement under the Securities Act; (ii) they may be sold by their holder pursuant to Rule 144 without limitation thereunder on volume or manner of sale; or (iii) they shall have otherwise been transferred and new securities not subject to transfer restrictions under any federal securities laws and not bearing any legend restricting further transfer shall have been delivered by the Company, all applicable holding periods shall have expired, and no other applicable and legally binding restriction on transfer by the Holder thereof shall exist under the Securities Act.

"Registration Rights" means the rights of Holders set forth in Section 14 to have shares of Registrable Securities registered under the Securities Act for sale under one or more effective Registration Statements.

"Registration Statement" means any registration statement filed by the Company under the Securities Act pursuant to the Registration Rights, including the Prospectus, any amendments and supplements to such registration statement, including post-effective amendments, and all exhibits and all material incorporated by reference in such registration statement.

"Securities Act" means the Securities Act of 1933, as amended, or any successor statute, and the rules and regulations promulgated thereunder.

"Trading Day" means a day on which trading in the Common Share occurs on the Exchange; *provided* that if the Common Shares are not so listed or traded, "Trading Day" means a Business Day.

"Transfer" shall mean any sale, transfer, assignment, pledge, conveyance or other disposition, whether accomplished directly or indirectly, in one transaction or a series of related transactions, including without limitation by merger, operation of law, bequest or pursuant to any domestic relations order, whether voluntarily or involuntarily, or otherwise. "Transferor" and "Transferee" shall mean, with respect to any Transfer, the Person who makes or receives such Transfer, respectively.

"Warrant" means this Amended and Restated Warrant [and all warrants issued upon division, combination or transfer of, or in substitution for, this Amended and Restated Warrant].

"Warrant Interests" has the meaning set forth in the preamble.

"Whole Company Transaction" has the meaning set forth in Section 12(C).

2. Warrant Interests; Exercise Price. The number of Warrant Interests and the Exercise Price are subject to adjustment as provided herein, and all references to "Warrant Interests" and "Exercise Price" herein shall be deemed to include any such adjustment or series of adjustments. The original issue date of this Warrant is November 26, 2021 (the "Original Issue Date"). This Warrant amends, restates and replaces in full the Warrant with the original issue date of November 26, 2021 issued by the Company to the Holder. This Warrant has been issued pursuant to the terms of that certain Credit Agreement, by and among the Company as borrower, the other Loan Parties party thereto from time to time, the lenders party thereto from time to time (together with their respective successors and permitted assigns in such capacity, the "Lenders"), and the Holder as agent for the Lenders (as amended, restated, supplemented, or otherwise modified from time to time in accordance with its terms, the "Financing Agreement").

3. Exercise of Warrant; Term. Subject to Section 2, to the extent permitted by applicable laws and regulations, the right to purchase the Warrant Interests represented by this Warrant is exercisable, in whole or in part into Common Shares by the Holder, at any time or from time to time after the Original Issue Date, by (A) the surrender of this Warrant and a Notice of Exercise, in the form attached as Exhibit A hereto, duly completed and executed on behalf of the Holder, at the principal executive office of the Company located at 111 Broadway, Amityville, New York 11701 (or such other office or agency of the Company in the United States as the Company may designate by notice in writing to the Holder at the address of the Holder appearing on the books of the Company), and (B) at the Holder's option, (i) payment of the Exercise Price for the Warrant Interests thereby purchased at the election of the Holder by tendering in cash, by certified or cashier's check payable to the order of the Company, or by wire transfer of immediately available funds to an account designated by the Company or (ii) instructing the Company to withhold a number of Common Shares issuable upon exercise of the Warrants being exercised with an aggregate Fair Market Value as of the date the Notice of Exercise is delivered equal to the aggregate Exercise Price, which shall be treated as the payment of the aggregate Exercise Price therefor.

Upon the Warrant Agent's receipt of a Notice of Exercise and instructions to withhold a number of Common Shares pursuant to Section 3.2(B)(ii), the Company shall, as promptly as practicable, determine the Fair Market Value of the Common Shares and provide the Holder with a calculation of the number of Common Shares required to be withheld pursuant to Section 3.2(B)(ii).

Notwithstanding any other provision hereof, an exercise of any portion of this Warrant may, at the election of the Holder, be conditioned upon the consummation of a particular transaction by the Company, in which case, such exercise shall not be deemed to be effective until the consummation of such transaction.

If this Warrant shall have been exercised only in part, the Company shall, within five (5) Business Days of such exercise, deliver to the Holder either (a) a new warrant, substantially identical to this Warrant, dated the date it is issued evidencing the rights of the Holder to purchase the remainder of the Warrant Interests called for by this Warrant or (b) this Warrant bearing an appropriate notation of such partial exercise but in any case the failure to do so shall not affect the Holder's rights as a Holder.

The Company shall use reasonable best efforts to assist and cooperate with the Holder or any purchaser or assignee that is required to make any governmental filings or to obtain any governmental approvals prior to or in connection with any exercise of this Warrant (including, without limitation, making any filings required to be made by the Company).

Notwithstanding any other provision hereof, upon exercise of the Warrant, the Holder may elect to receive either (i) the Warrant Interests or (ii) a cash amount equal to the greater of (x) the Fair Market Value of such Warrant Interests and (y) the Floor Amount (an election to receive cash pursuant to the foregoing, a "Cash Election"). If, at the time of such election, the payment of cash pursuant to clause (ii) above would result in the Company's liquidity to be less than would be sufficient to capital to enable the Company to pay its obligations in the ordinary course as they become due, the Holders shall have the option to be paid, in whole or in part, in the form of a two-year secured promissory note with a rate of interest equal to the Company's current secured borrowing rate and repaid in equal installments calculated using straight-line amortization, in form and substance reasonably acceptable to the Holder.

This Warrant shall expire and no longer be exercisable on the earlier of the fifth (5th) anniversary of the date hereof (as it may have been extended hereunder, the "Expiration Date") and the termination of this Warrant in accordance with Section 13 hereof; provided that the Expiration Date may be extended at the option of the Holder by successive one-year periods if, as of the Expiration Date absent such an extension, the cultivation, manufacture, distribution, or possession of cannabis remains illegal under U.S. federal law; provided further that in no event may the Expiration Date be extended to a date that is later than the tenth (10th) anniversary of the date hereof.

4. Issuance of Warrant Interests. Upon exercise of the Warrant and receipt by the Company of payment of the Exercise Price or an election for cashless exercise (in accordance with Section 3 of this Warrant), unless the Holder has made a Cash Election, the Company shall, as promptly as practicable, and in any event within five (5) Business Days thereafter, cause the Company's records to reflect the issuance through book entry of the Warrant Interests in the name of the Holder, and the Company shall promptly provide to the Holder, upon request, a book-entry confirmation of the Warrant Interests acquired. The Company agrees that the Warrant Interests so issued will be deemed to have been issued to the Holder as of the close of business on the date on which this Warrant and payment of the Exercise Price (if applicable) are delivered to the Company in accordance with the terms of this Warrant. The Company will at all times keep reserved for issuance upon exercise hereof the aggregate number of Warrant Interests as shall be issuable upon exercise of this Warrant in full. The Company will use reasonable best efforts to ensure that the Warrant Interests may be issued without violation of any applicable law or regulation or of any requirement of any securities exchange on which the Warrant Interests are listed or traded.

In addition to any other restrictions or legends required by applicable state securities laws, in the event the Company issues certificates evidencing the Warrants Shares, the certificates shall bear any restrictive legends the Company reasonably determines are required to comply with applicable law.

5. Representations; Warranties and Covenants.

(A) The Company represents and warrants to the Holder as of the date hereof that:

(i) All Warrant Interests which may be issued upon the exercise of this Warrant shall, upon issuance, be duly authorized, validly issued and free of any and all liens and encumbrances except for liens or encumbrances created by or imposed by the Holder and restrictions on transfer provided for herein or under applicable federal and state securities laws.

(ii) The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware.

(iii) The Company has all requisite corporate power and authority to enter into, and perform its obligations under, this Warrant and to issue all Warrant Interests required to be issued hereunder.

(iv) This Warrant has been duly authorized, executed and delivered by the Company and constitutes a valid and legally binding obligation of the Company, enforceable against it in accordance with its terms except as may be limited by or subject to any bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally.

(v) The execution, delivery and performance of this Warrant by the Company does not and will not conflict with, or result in breach of, any agreement, instrument, order, judgment, decree, law or governmental regulation to which it is subject.

(B) If the Company proposes at any time to (a) declare a dividend or distribution upon any Common Shares that includes cash, property or securities or (b) effect the liquidation, dissolution or winding up of the Company or any subsidiary, then, in connection with such proposed action, the Company shall give the Holder at least five (5) Business Days' prior written notice, which notice will specify (i) the record date for the purposes of such dividend, distribution or offer, or if a record is not to be taken, the date as of which the members, or Holders, must hold such interests of record to be entitled to such dividend or distribution or (ii) the date on which such liquidation, dissolution or winding up is expected to become binding and, if not the same date, the date it will become effective.

(C) The Company covenants that its issuance of this Warrant shall constitute full authority to its officers who are charged with recording the Warrant Interests in book entry form to issue and record the Warrant Interests in book entry form upon the valid exercise of this Warrant. The Company will take all such reasonable action as may be necessary to assure that such Warrant Interests may be issued as provided herein without violation of any applicable law or regulation.

(D) The Holder, by its acceptance of this Warrant:

(i) represents, warrants and agrees that it is (i) experienced in evaluating and investing in securities, and the Warrants and any Warrant Interests issued upon exercise thereof are being acquired for its own account, for investment and not with a view to the distribution thereof within the meaning of the Securities Act, and such Holder is prepared to bear the economic risk of retaining such Warrants and the Warrant Interests, (ii) an "accredited investor" within the meaning of Rule 501 under the Securities Act and (iii) a "qualified purchaser" for purposes of Section 2(a)(51) of the Investment Company Act of 1940, as amended;

(ii) acknowledges that the Company will be a private company that does not file reports or other information under the Exchange Act, there will be no publicly available current information concerning the Company or its financial results and no public market will exist for the disposition or transfer of the Warrants or the Warrant Interests;

(iii) acknowledges and agrees that the Warrants (including any Warrant Interests issued upon exercise thereof) have not been registered under the Securities Act or any state securities law, and such Holder may not sell or transfer any Warrants or Warrant Interests in the absence of an effective registration statement under the Securities Act or an exemption from registration thereunder, subject to the terms relating to the restriction on sales in this Warrant and, with respect to the Warrant Interests; and

(iv) acknowledges that such Holder has been given the opportunity to ask questions of, and receive answers satisfactory to it from, the Company concerning the business, finances and operations of the Company.

6. Charges, Taxes and Expenses. Issuance of Common Shares for Warrant Interests to the Holder upon the exercise of this Warrant shall be made without charge to the Holder for any issue or transfer tax, other governmental charges or other incidental expenses in respect of the issuance of such certificates, all of which taxes, charges and expenses shall be paid by the Company.

7. Transfer/Assignment.

(A) Notwithstanding anything to the contrary contained in this Agreement, no Transfer of Warrants by any Person or issuance of Warrant Interests by the Company shall be made if such issuance would violate any state or U.S. federal securities laws.

(B) If Holder purports to Transfer Warrants to any Person in a transaction that would violate the provisions of this Warrant or that would violate any applicable federal or state securities law, such Transfer shall be void ab initio and of no effect.

(C) Subject to the provisions of this Warrant and compliance with applicable securities laws, this Warrant and all rights and obligations hereunder may be transferred to any Person, in whole or in part, and any such Transfer shall be reflected on the books and records of the Company maintained pursuant to Section 8 of this Warrant upon surrender of the Warrant with a properly executed form of Assignment attached hereto as Exhibit B (the "Form of Assignment") at the principal office of the Company and upon payment of any necessary transfer tax or other governmental charge imposed upon such transfer. Upon surrender for registration of transfer or exchange of this Warrant together with a properly executed Form of Assignment and payment of any applicable tax or charge related thereto, the Company shall, at its sole cost and expense, execute and deliver one or more new Warrants of like tenor which shall be exercisable for a like aggregate number of Warrant Interests, registered in the name of the Holder and/or a transferee or transferees, as applicable.

(D) Each taker and holder of this Warrant, by taking or holding the same, consents and agrees that when this Warrant shall have been so endorsed, the Person in possession of this Warrant may be treated by the Company, and all other Persons dealing with this Warrant, as the absolute owner hereof and as Holder for any purpose and as the Person entitled to exercise the rights represented hereby, any notice to the contrary notwithstanding; provided, however, that until a transfer of this Warrant is properly made pursuant to the terms of this Warrant and duly registered on the books of the Company maintained pursuant to Section 8 of this Warrant, the Company may treat the Holder as the owner for all purposes.

(E) The Company shall not be required to pay any tax or other governmental charge imposed in connection with any transfer of this Warrant, whether certificated or uncertificated, in any name other than that of Holder, and, in such case, the Company shall not be required to issue such Warrant Interests or deliver any certificate representing such Warrant Interests, if applicable, until such tax or other governmental charge has been paid, or it has been established to the Company's reasonable satisfaction that no tax or other charge is due.

(F) Any Transferee of this Warrant or any portion hereof, by their acceptance of this Warrant, is deemed to agree to be bound by the terms and conditions of this Warrant.

8. Registry of Warrant. The Company shall maintain will maintain at its principal office a registry showing the name and address of the Holder as the registered holder of this Warrant and will promptly update such register to reflect any transfers made in compliance with the terms hereof. Until any transfer of this Warrant is reflected in the Warrant Register, the Company may treat the Holder as the absolute owner hereof for all purposes. This Warrant may be surrendered for exchange or exercise, in accordance with its terms, at the office of the Company, and the Company shall be entitled to rely in all respects, prior to written notice to the contrary, upon such registry.

9. No Rights as Stockholder. Except as expressly set forth herein, a Warrant does not entitle the registered holder thereof to any of the rights of a stockholder of the Company, including, without limitation, the right to receive dividends, or other distributions, exercise any preemptive rights to vote or to consent or to receive notice as stockholders in respect of the meetings of stockholders or the election of directors of the Company or any other matter.

10. Loss, Theft, Destruction or Mutilation of Warrant. Upon receipt by the Company of evidence reasonably satisfactory to it (provided that an affidavit shall be satisfactory) of the loss, theft, destruction or mutilation of this Warrant, and in the case of any such mutilation, upon surrender and cancellation of this Warrant, the Company shall, within three Business Days make and deliver, in lieu of such lost, stolen, destroyed or mutilated Warrant and (in the case of loss, theft or destruction) of the Holder's agreement of indemnity reasonably satisfactory to the Company (provided, if Holder is a financial institution or other institutional investor, then its own agreement shall be satisfactory), and (in the case of mutilation) upon surrender and cancellation of this Warrant, a new Warrant of like tenor and representing the right to purchase the same aggregate number of Warrant Interests as provided for in such lost, stolen, destroyed or mutilated Warrant.

11. Saturdays, Sundays, Holidays, etc. If the last or appointed day for the taking of any action or the expiration of any right required or granted herein shall not be a Business Day, then such action may be taken or such right may be exercised on the next succeeding day that is a Business Day.

12. Adjustments and Other Rights. The number of Warrant Interests issuable upon exercise of this Warrant shall be subject to adjustment from time to time as follows; provided, that if more than one subsection of this Section 12 is applicable to a single event, the subsection shall be applied that produces the largest adjustment and no single event shall cause an adjustment under more than one subsection of this Section 12 so as to result in duplication:

(A) Splits, Subdivisions, Reclassifications, Combinations; or Issuance of Equity. If the Company shall (i) declare and pay a dividend or make a distribution on its Common Shares, (ii) subdivide or reclassify the outstanding Common Shares into a greater number of Common Shares, (iii) combine or reclassify the outstanding Common Shares into a smaller number of Common Shares, or (iv) issue any additional equity (whether by issuance of new securities, stock split, combination, reclassification, reorganization or otherwise and including, but not limited to, any Equity Equivalents), then the number of Warrant Interests issuable upon exercise of this Warrant at the time of the record date for such dividend or distribution or the effective date of such subdivision, combination, reclassification or issuance shall be proportionately adjusted so that the Holder after such date shall be entitled to purchase the same number of Common Shares (on a fully-diluted basis).

(B) Other Distributions. In case the Company shall fix a record date for the making of a dividend distribution (whether payable in securities of the Company, cash or other property, or engage in a redemption or repurchase of Common Shares with a similar effect to all holders of its Common Shares) (a "Dividend") to its holders of Common Shares or other securities, the Holder (or any transferee, upon any transfer of the Warrant permitted hereunder) shall receive simultaneously on the payment date of such Dividend, the kind and amount of securities, cash or other property which the Holder would have been entitled to receive had the Warrant been exercised in full on the date of such Dividend (or, to the extent the Company fixes a record date for such Dividend, on such record date).

(C) Reorganization, Reclassification, Consolidation or Merger. In the event of any (i) capital reorganization of the Company, (ii) reclassification of the ownership interests of the Company (other than a change in par value or from par value to no par value or from no par value to par value), (iii) consolidation or merger of the Company with or into another Person, (iv) sale of all or substantially all of the Company's assets to another Person or (v) other similar transactions, in each case which entitles the holders of Common Shares to receive (either directly or upon subsequent liquidation) stock, securities or assets with respect to or in exchange for such Common Shares (any transaction described in clauses (i)-(v) above, a "Whole Company Transaction"), each Warrant shall, immediately after such Whole Company Transaction, remain outstanding and shall thereafter, in lieu of or in addition to (as the case may be) the Common Shares then-exercisable under this Warrant, be exercisable for the kind and number of shares of stock or other securities or assets of the Company or of the successor Person resulting from such transaction to which the Holder would have been entitled upon such Whole Company Transaction if the Holder had exercised this Warrant in full immediately prior to the time of such Whole Company Transaction and acquired the Common Shares then-issuable hereunder as a result of such exercise (without taking into account any limitations or restrictions on the exercisability of this Warrant); and, in such case, appropriate adjustment (in form and substance reasonably satisfactory to the Holder) shall be made with respect to the Holder's rights under this Warrant to insure that the provisions of this Warrant shall thereafter be applicable, as nearly as possible, to any shares of stock, securities or assets thereafter acquirable upon exercise of this Warrant. The provisions of this Section 12(C) shall similarly apply to successive Whole Company Transactions. The Company shall not, without the prior written consent of the Holder, effect any Whole Company Transaction unless:

(i) the Company shall have provided the Holder with at least thirty (30) but no more than ninety (90) days' written notice of such event; and

(ii) prior to the consummation thereof, the successor Person (if other than the Company) resulting from such reorganization, reclassification, consolidation, merger, sale or similar transaction, shall assume, by written instrument substantially similar in form and substance to this Warrant and reasonably satisfactory to the Holder, the obligation to deliver to the Holder, such shares of stock, securities or assets which, in accordance with the foregoing provisions, such Holder shall be entitled to receive upon exercise of this Warrant.

Notwithstanding anything to the contrary contained herein, with respect to any corporate event or other transaction contemplated by the provisions of this Section 12(C), the Holder shall have the right to elect prior to the consummation of such event or transaction, to exercise in Warrant instead of giving effect to the provisions contained in this Section 12(C) with respect to this Warrant.

(D) Certain Events. If any event occurs of the type contemplated by the provisions of this Section 12 but not expressly provided for by such provisions, then the Company shall make an appropriate adjustment in the Exercise Price and the number of Common Shares so as to protect the rights of the Holder; provided, that no such adjustment shall increase the Exercise Price above, or decrease the number of Warrant Interests below, such amount as would otherwise be determined pursuant to this Section 12. If the Company shall enter into any transaction for the purpose of avoiding the application of the provisions of this Section 12, the benefits provided by such provisions shall nevertheless apply and be preserved.

(E) Statement Regarding Adjustments. Whenever the Exercise Price or the number of Common Shares into which this Warrant is exercisable shall be adjusted as provided in Section 12, the Company shall forthwith file at the principal office of the Company a statement showing in reasonable detail the method used in arriving at the adjustment and the Exercise Price that shall be in effect and the number of Common Shares into which this Warrant shall be exercisable after such adjustment, and the Company shall also cause a copy of such statement to be sent by mail, first class postage prepaid, to the Holder at the address appearing in the Company's records.

(F) Notice of Adjustment Event. In the event that the Company shall propose to take any action of the type described in this Section 12, the Company shall give notice to the Holder, which notice shall specify the record date, if any, with respect to any such action and the approximate date on which such action is to take place. Such notice shall also set forth the facts with respect thereto as shall be reasonably necessary to indicate the effect on the Exercise Price and the number, kind or class of shares or other securities or property which shall be deliverable upon exercise of this Warrant. In the case of any action which would require the fixing of a record date, such notice shall be given at least 5 days prior to the date so fixed, and in case of all other action, such notice shall be given at least 5 days prior to the taking of such proposed action, except if it is impracticable to provide such 5 days' prior notice, then the Company shall provide such notice as soon as it is reasonably able prior to or after the taking of such proposed action.

(G) Proceedings Prior to Any Action Requiring Adjustment. As a condition precedent to the taking of any action which would require an adjustment pursuant to this Section 12, the Company shall use reasonable best efforts to take any action which may be necessary in order that the Company may thereafter validly and legally issue as fully paid and nonassessable all Common Shares that the Holder is entitled to receive upon exercise of this Warrant pursuant to this Section 12.

12. Termination. This Warrant shall automatically terminate without any further action (i) immediately upon payment being made in respect of this Warrant as contemplated by Section 3 in connection with an exercise of this Warrant in full or (ii) upon the Expiration Date (to the extent not extended pursuant to Section 3).

13. Reporting Requirements. The Company shall furnish to the Holder the information required to be provided under Section 5.1 of the Financing Agreement (as in effect as of date hereof) within the time periods specified in Section 5.1 of the Financing Agreement (as in effect as of date hereof), whether or not the Financing Agreement remains in effect or has been amended or modified; provided that so long as Holder or its Affiliates remain a party to the Financing Agreement and the applicable provisions in the Financing Agreement have not been amended or modified, delivery of such documents under the Financing Agreement shall be deemed to be delivery under this Agreement.

14. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and to be performed entirely within such State. Each of the parties hereto agrees (a) to submit to the non- exclusive personal jurisdiction of the state or federal courts in the Borough of Manhattan, the City of New York, (b) that non-exclusive jurisdiction and venue shall lie in the state or federal courts in the State of New York, and (c) that notice may be served upon such party at the address and in the manner set forth for such party in Section 17 hereof. To the extent permitted by applicable law, each of the parties hereto hereby unconditionally waives trial by jury in any legal action or proceeding relating to this Warrant.

15. Binding Effect; No Third-Party Beneficiaries. This Warrant shall be binding upon any successors or permitted assigns of the Company and the Holder. This Warrant is for the sole benefit of the Company and the Holder and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Warrant.

16. Amendments. This Warrant may be amended and the observance of any term of this Warrant may be waived only with the written consent of the Company and the Holder. The Company shall not amend the Company's certificate of incorporation in a manner that would adversely affect the Holder without the prior written consent of the Holder.

17. Notices. Any notice, request, instruction or other document to be given hereunder by any party to the other will be in writing and will be deemed to have been duly given (a) on the date of delivery if delivered personally, or by electronic mail, upon confirmation of receipt, or (b) on the second Business Day following the date of dispatch if delivered by a recognized next day courier service. All notices hereunder shall be delivered as set forth below for the Company or pursuant to such other instructions as may be designated in writing by the party to receive such notice.

If to the Company, to:

The Greenrose Holding Company Inc.
111 Broadway
Amityville, NY 11701
Attention: William F. Harley, III, CEO
Telephone:
Email:mickey@greenrosecorp.com

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

Tarter Krinsky & Drogin LLP
1350 Broadway
New York, NY 10018
Attention: Guy Molinari
Telephone: 212-216-1188
Email: gmolinari@tarterkrinsky.com

If to the Holder, to:

DXR Finance, LLC
[Omitted]

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

Milbank LLP
55 Hudson Yards
New York, New York 10001
Attention: Al Pisa
Telephone: 212-530-5319
Email: apisa@milbank.com

18. Entire Agreement. This Warrant and the forms attached hereto contain the entire agreement between the parties with respect to the subject matter hereof and supersede all prior and contemporaneous arrangements or undertakings with respect thereto. In the event of any conflict between the terms hereof and any other document, the terms of this Warrant shall prevail.

19. Counterparts. This Warrant may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other parties. A signed copy of the Warrant delivered by facsimile, e-mail or other means of electronic transmittal shall be deemed to have the same legal effect as delivery of an original signed copy of this Warrant.

20. Severability. If any provision hereof (or any portion thereof) or the application of any such provision (or any portion thereof) to any Person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof (or the remaining portion thereof) or the application of such provision to any other Persons or circumstances.

[*Remainder of page intentionally left blank*]

IN WITNESS WHEREOF, the parties hereto have caused this Warrant to be signed in its name by its duly authorized officer as of the date first written above.

THE GREENROSE HOLDING COMPANY INC.

By: /s/ William F. Harley III
Name: William F. Harley III
Title: Chief Executive Officer

[Signature Page to Amended and Restated Warrant]

EXHIBIT A

[FORM OF NOTICE OF EXERCISE]

Date: _____

TO: THE GREENROSE HOLDING COMPANY INC.

RE: Election to Purchase Common Shares

The undersigned, pursuant to the provisions set forth in the attached Warrant, hereby agrees to subscribe for and purchase the number of Common Shares of the Company set forth below covered by such Warrant[, conditional upon the consummation of [insert details of transaction]]. Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Warrant.

In accordance with Section 3 of the Warrant, the undersigned hereby agrees to pay the Exercise Price [in cash, certified or cashier's cheque payable to the Company] [by wire transfer of immediately available funds to an account designated by the Company], with respect to [●] Common Shares, in which case the undersigned shall pay the sum of $0.01 to the Company in accordance with the terms of the Warrant; and/or

The undersigned requests delivery to be made (check one):

☐ By delivery of physical certificates to:

_____

_____

_____

☐ Through Depository Trust Corporation
(Account_____)

[HOLDER]

By: _____
Name: _____
Title: _____

EXHIBIT B

ASSIGNMENT FORM

WARRANT TO PURCHASE APPLICABLE EQUITY INTERESTS OF

THE GREENROSE HOLDING COMPANY INC.

(To be executed upon assignment of Warrant No.___)

FOR VALUE RECEIVED, the undersigned, in accordance with the restrictions on transfer of the Warrant Interests described in the Warrant, hereby sells, assigns and transfers unto, [the Warrant in whole/ percentage of the Warrant], together with all right, title and interest therein, and does hereby irrevocably constitute and appoint attorney, to transfer said Warrant Interests on the books of The Greenrose Holding Company Inc., a Delaware corporation, with respect to the number of Warrant Interests set forth below, with full power of substitution in the premises:

Name(s) of Assignee(s)	Address	No. of Warrant Interests

And if said number of Warrant Interests shall not be all the number of Warrant Interests represented by the Warrant, a new Warrant is to be issued in the name of said undersigned for the balance remaining of the Warrants registered by said Warrant.

Dated: _____

[

_____

]

_____

Name:
Title:

Exhibit 4.3

REGISTRATION RIGHTS AGREEMENT – THIS WARRANT AND THE SECURITIES REPRESENTED BY THIS WARRANT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY JURISDICTION. THIS WARRANT AND THE SECURITIES REPRESENTED BY THIS WARRANT MAY NOT BE OFFERED, SOLD, TRANSFERRED, PLEDGED, ASSIGNED, ENCUMBERED, HYPOTHECATED, OR OTHERWISE DISPOSED OF EXCEPT (A) PURSUANT TO A REGISTRATION STATEMENT WITH RESPECT TO THIS WARRANT AND/OR THE SECURITIES REPRESENTED BY THIS WARRANT THAT IS EFFECTIVE UNDER THE SECURITIES ACT OR APPLICABLE STATE SECURITIES LAW OR (B) IN A TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE SECURITIES ACT OR APPLICABLE STATE SECURITIES LAW.

THE GREENROSE HOLDING COMPANY INC.
a Delaware corporation

WARRANT NO. 2

Issue Date: December 31, 2021

This certifies that, for value received, DXR FINANCE, LLC or its permitted assigns (the "Holder") is entitled to acquire from THE GREENROSE HOLDING COMPANY INC., a Delaware corporation (the "Company"), in whole or in part, up to 550,000 fully paid and nonassessable shares of the Company's Non-voting Common Stock of the Company ("Common Shares"), and any other common shares other securities issued or deemed to be issued pursuant to Section 12 (collectively, the "Warrant Interest"), at a purchase price per share equal to the Exercise Price, all on the terms and conditions and subject to the adjustments provided for in this Warrant.

1. Definitions. The following terms, as used in this Warrant, have the following respective meanings:

"Business Day" means any day other than a Saturday, Sunday or other day on which commercial banks in New York City are authorized or required to close.

"Company" has the meaning set forth in the preamble.

"Equity Equivalents" means any rights, warrants, options, or exchangeable securities or indebtedness, or other rights, in each case to be issued or exercisable for or convertible or exchangeable into, directly or indirectly, Common Shares, or any other equity security or equity interest of the Company, whether at the time of issuance, upon the passage of time or the occurrence of some future event, or both. For the avoidance of doubt, the term "Equity Equivalents" shall not include the Warrant Interests issued pursuant hereto.

"Exchange" means any of the following markets or exchanges, if any, on which the Common Shares are listed or quoted for trading on the date in question: (i) The Nasdaq Stock Market (or any successors thereto) or the New York Stock Exchange (or any successors thereto) or (ii) if the Common Shares are not then listed on an exchange identified in clause (i), the principal other U.S. national or regional securities exchange or market (including, for such purpose, the OTC Bulletin Board or OTC Markets Group), if any, on which the Common Shares are listed or admitted for trading or quoted.

"Exchange Act" shall mean the Securities Exchange Act of 1934, as amended, and the rules and regulations issued thereunder.

"Exercise Price" means $0.01 per share.

"Expiration Date" has the meaning set forth in Section 3.

"Fair Market Value" means, as of any date, (a) if the Common Shares for which the Warrants are exercisable are then traded on an Exchange, the volume weighted average closing price for the ten (10) consecutive Trading Days ending on (and including) the Trading Day immediately prior to such date, and (b) if the Common Shares for which the Warrants are exercisable are not so traded on an Exchange, the fair market value of an Common Share as determined by the Company in good faith, using one or more valuation methods that the Company in its reasonable judgment determines to be most appropriate, assuming such Common Shares are fully distributed and are to be sold in an arm's-length transaction and there was no compulsion on the part of any party to such sale to buy or sell and taking into account all relevant factors.

"Financing Agreement" has the meaning set forth in Section 2.

"Floor Amount" means (1) $6.00 per share for any Cash Election made following the date hereof and prior to November 26, 2022; (2) $7.00 per share for any Cash Election made on or after November 27, 2022 and before November 26, 2023; (3)$8.00 per share for any Cash Election made on or after November 27, 2023 and before November 26, 2024; (4) $9.00 per share for any Cash Election made on or after November 27, 2024 and before November 26, 2025; and (5) $10.00 per share for any Cash Election made on or after November 27, 2025 and before November 26, 2026.

"Holder" has the meaning set forth in the preamble.

"Initial Closing" means November 26, 2021.

"Person" means any individual, sole proprietorship, partnership, limited liability company, joint venture, trust, incorporated organization, association, corporation, institution or other entity.

"Prospectus" means the prospectus included in any Registration Statement, as amended or supplemented by any prospectus supplement with respect to the terms of the offering of any of the Registrable Securities covered by such Registration Statement and by all other amendments and supplements to the prospectus, including post-effective amendments and all material incorporated by reference in such prospectus.

"Register, registered, and registration" shall refer to a registration effected by preparing and (a) filing a Registration Statement in compliance with the Securities Act and applicable rules and regulations thereunder, and the declaration of or automatic effectiveness of such Registration Statement or (b) filing a Prospectus and/or prospectus supplement in respect of an appropriate effective Registration Statement on Form S-3.

"Registrable Securities" means Common Shares or other securities issuable under the Warrants on the Issuance Date and at any time during the term of this Agreement. Registrable Securities shall continue to be Registrable Securities (whether they continue to be held by the Holder or they are sold to other Persons) until (i) they are sold pursuant to an effective Registration Statement under the Securities Act; (ii) they may be sold by their holder pursuant to Rule 144 without limitation thereunder on volume or manner of sale; or (iii) they shall have otherwise been transferred and new securities not subject to transfer restrictions under any federal securities laws and not bearing any legend restricting further transfer shall have been delivered by the Company, all applicable holding periods shall have expired, and no other applicable and legally binding restriction on transfer by the Holder thereof shall exist under the Securities Act.

"Registration Rights" means the rights of Holders set forth in Section 14 to have shares of Registrable Securities registered under the Securities Act for sale under one or more effective Registration Statements.

"Registration Statement" means any registration statement filed by the Company under the Securities Act pursuant to the Registration Rights, including the Prospectus, any amendments and supplements to such registration statement, including post-effective amendments, and all exhibits and all material incorporated by reference in such registration statement.

"Securities Act" means the Securities Act of 1933, as amended, or any successor statute, and the rules and regulations promulgated thereunder.

"Trading Day" means a day on which trading in the Common Share occurs on the Exchange; *provided* that if the Common Shares are not so listed or traded, "Trading Day" means a Business Day.

"Transfer" shall mean any sale, transfer, assignment, pledge, conveyance or other disposition, whether accomplished directly or indirectly, in one transaction or a series of related transactions, including without limitation by merger, operation of law, bequest or pursuant to any domestic relations order, whether voluntarily or involuntarily, or otherwise. "Transferor" and "Transferee" shall mean, with respect to any Transfer, the Person who makes or receives such Transfer, respectively.

"Warrant" means this warrant.

"Warrant Interests" has the meaning set forth in the preamble.

"Whole Company Transaction" has the meaning set forth in Section 12(C).

2. Warrant Interests; Exercise Price. The number of Warrant Interests and the Exercise Price are subject to adjustment as provided herein, and all references to "Warrant Interests" and "Exercise Price" herein shall be deemed to include any such adjustment or series of adjustments. This Warrant is issued in connection with that certain Credit Agreement, by and among the Company as borrower, the other Loan Parties party thereto from time to time, the lenders party thereto from time to time (together with their respective successors and permitted assigns in such capacity, the "Lenders"), and the Holder as agent for the Lenders (as amended, restated, supplemented, or otherwise modified from time to time in accordance with its terms, the "Financing Agreement").

3. Exercise of Warrant; Term. Subject to Section 2, to the extent permitted by applicable laws and regulations, the right to purchase the Warrant Interests represented by this Warrant is exercisable, in whole or in part into Common Shares by the Holder, at any time or from time to time, by (A) the surrender of this Warrant and a Notice of Exercise, in the form attached as Exhibit A hereto, duly completed and executed on behalf of the Holder, at the principal executive office of the Company located at 111 Broadway, Amityville, New York 11701 (or such other office or agency of the Company in the United States as the Company may designate by notice in writing to the Holder at the address of the Holder appearing on the books of the Company), and (B) at the Holder's option, (i) payment of the Exercise Price for the Warrant Interests thereby purchased at the election of the Holder by tendering in cash, by certified or cashier's check payable to the order of the Company, or by wire transfer of immediately available funds to an account designated by the Company or (ii) instructing the Company to withhold a number of Common Shares issuable upon exercise of the Warrants being exercised with an aggregate Fair Market Value as of the date the Notice of Exercise is delivered equal to the aggregate Exercise Price, which shall be treated as the payment of the aggregate Exercise Price therefor.

Upon the Warrant Agent's receipt of a Notice of Exercise and instructions to withhold a number of Common Shares pursuant to Section 3.2(B)(ii), the Company shall, as promptly as practicable, determine the Fair Market Value of the Common Shares and provide the Holder with a calculation of the number of Common Shares required to be withheld pursuant to Section 3.2(B)(ii).

Notwithstanding any other provision hereof, an exercise of any portion of this Warrant may, at the election of the Holder, be conditioned upon the consummation of a particular transaction by the Company, in which case, such exercise shall not be deemed to be effective until the consummation of such transaction.

If this Warrant shall have been exercised only in part, the Company shall, within five (5) Business Days of such exercise, deliver to the Holder either (a) a new warrant, substantially identical to this Warrant, dated the date it is issued evidencing the rights of the Holder to purchase the remainder of the Warrant Interests called for by this Warrant or (b) this Warrant bearing an appropriate notation of such partial exercise but in any case the failure to do so shall not affect the Holder's rights as a Holder.

The Company shall use reasonable best efforts to assist and cooperate with the Holder or any purchaser or assignee that is required to make any governmental filings or to obtain any governmental approvals prior to or in connection with any exercise of this Warrant (including, without limitation, making any filings required to be made by the Company).

Notwithstanding any other provision hereof, upon exercise of the Warrant, the Holder may elect to receive either (i) the Warrant Interests or (ii) a cash amount equal to the greater of (x) the Fair Market Value of such Warrant Interests and (y) the Floor Amount (an election to receive cash pursuant to the foregoing, a "Cash Election"). If, at the time of such election, the payment of cash pursuant to clause (ii) above would result in the Company's liquidity to be less than would be sufficient to capital to enable the Company to pay its obligations in the ordinary course as they become due, the Holders shall have the option to be paid, in whole or in part, in the form of a two-year secured promissory note with a rate of interest equal to the Company's current secured borrowing rate and repaid in equal installments calculated using straight-line amortization, in form and substance reasonably acceptable to the Holder.

This Warrant shall expire and no longer be exercisable on the earlier of the fifth (5th) anniversary of the date hereof (as it may have been extended hereunder, the "Expiration Date") and the termination of this Warrant in accordance with Section 13 hereof; provided that the Expiration Date may be extended at the option of the Holder by successive one-year periods if, as of the Expiration Date absent such an extension, the cultivation, manufacture, distribution, or possession of cannabis remains illegal under U.S. federal law; provided further that in no event may the Expiration Date be extended to a date that is later than the tenth (10th) anniversary of the date hereof.

4. Issuance of Warrant Interests. Upon exercise of the Warrant and receipt by the Company of payment of the Exercise Price or an election for cashless exercise (in accordance with Section 3 of this Warrant), unless the Holder has made a Cash Election, the Company shall, as promptly as practicable, and in any event within five (5) Business Days thereafter, cause the Company's records to reflect the issuance through book entry of the Warrant Interests in the name of the Holder, and the Company shall promptly provide to the Holder, upon request, a book-entry confirmation of the Warrant Interests acquired. The Company agrees that the Warrant Interests so issued will be deemed to have been issued to the Holder as of the close of business on the date on which this Warrant and payment of the Exercise Price (if applicable) are delivered to the Company in accordance with the terms of this Warrant. The Company will at all times keep reserved for issuance upon exercise hereof the aggregate number of Warrant Interests as shall be issuable upon exercise of this Warrant in full. The Company will use reasonable best efforts to ensure that the Warrant Interests may be issued without violation of any applicable law or regulation or of any requirement of any securities exchange on which the Warrant Interests are listed or traded.

In addition to any other restrictions or legends required by applicable state securities laws, in the event the Company issues certificates evidencing the Warrants Shares, the certificates shall bear any restrictive legends the Company reasonably determines are required to comply with applicable law.

5. Representations; Warranties and Covenants.

(A) The Company represents and warrants to the Holder as of the date hereof that:

(i) All Warrant Interests which may be issued upon the exercise of this Warrant shall, upon issuance, be duly authorized, validly issued and free of any and all liens and encumbrances except for liens or encumbrances created by or imposed by the Holder and restrictions on transfer provided for herein or under applicable federal and state securities laws.

(ii) The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware.

(iii) The Company has all requisite corporate power and authority to enter into, and perform its obligations under, this Warrant and to issue all Warrant Interests required to be issued hereunder.

(iv) This Warrant has been duly authorized, executed and delivered by the Company and constitutes a valid and legally binding obligation of the Company, enforceable against it in accordance with its terms except as may be limited by or subject to any bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally.

(v) The execution, delivery and performance of this Warrant by the Company does not and will not conflict with, or result in breach of, any agreement, instrument, order, judgment, decree, law or governmental regulation to which it is subject.

(B) If the Company proposes at any time to (a) declare a dividend or distribution upon any Common Shares that includes cash, property or securities or (b) effect the liquidation, dissolution or winding up of the Company or any subsidiary, then, in connection with such proposed action, the Company shall give the Holder at least five (5) Business Days' prior written notice, which notice will specify (i) the record date for the purposes of such dividend, distribution or offer, or if a record is not to be taken, the date as of which the members, or Holders, must hold such interests of record to be entitled to such dividend or distribution or (ii) the date on which such liquidation, dissolution or winding up is expected to become binding and, if not the same date, the date it will become effective.

(C) The Company covenants that its issuance of this Warrant shall constitute full authority to its officers who are charged with recording the Warrant Interests in book entry form to issue and record the Warrant Interests in book entry form upon the valid exercise of this Warrant. The Company will take all such reasonable action as may be necessary to assure that such Warrant Interests may be issued as provided herein without violation of any applicable law or regulation.

(D) The Holder, by its acceptance of this Warrant:

(i) represents, warrants and agrees that it is (i) experienced in evaluating and investing in securities, and the Warrants and any Warrant Interests issued upon exercise thereof are being acquired for its own account, for investment and not with a view to the distribution thereof within the meaning of the Securities Act, and such Holder is prepared to bear the economic risk of retaining such Warrants and the Warrant Interests, (ii) an "accredited investor" within the meaning of Rule 501 under the Securities Act and (iii) a "qualified purchaser" for purposes of Section 2(a)(51) of the Investment Company Act of 1940, as amended;

(ii) acknowledges that the Company will be a private company that does not file reports or other information under the Exchange Act, there will be no publicly available current information concerning the Company or its financial results and no public market will exist for the disposition or transfer of the Warrants or the Warrant Interests;

(iii) acknowledges and agrees that the Warrants (including any Warrant Interests issued upon exercise thereof) have not been registered under the Securities Act or any state securities law, and such Holder may not sell or transfer any Warrants or Warrant Interests in the absence of an effective registration statement under the Securities Act or an exemption from registration thereunder, subject to the terms relating to the restriction on sales in this Warrant and, with respect to the Warrant Interests; and

(iv) acknowledges that such Holder has been given the opportunity to ask questions of, and receive answers satisfactory to it from, the Company concerning the business, finances and operations of the Company.

6. Charges, Taxes and Expenses. Issuance of Common Shares for Warrant Interests to the Holder upon the exercise of this Warrant shall be made without charge to the Holder for any issue or transfer tax, other governmental charges or other incidental expenses in respect of the issuance of such certificates, all of which taxes, charges and expenses shall be paid by the Company.

7. Transfer/Assignment.

(A) Notwithstanding anything to the contrary contained in this Agreement, no Transfer of Warrants by any Person or issuance of Warrant Interests by the Company shall be made if such issuance would violate any state or U.S. federal securities laws.

(B) If Holder purports to Transfer Warrants to any Person in a transaction that would violate the provisions of this Warrant or that would violate any applicable federal or state securities law, such Transfer shall be void ab initio and of no effect.

(C) Subject to the provisions of this Warrant and compliance with applicable securities laws, this Warrant and all rights and obligations hereunder may be transferred to any Person, in whole or in part, and any such Transfer shall be reflected on the books and records of the Company maintained pursuant to Section 8 of this Warrant upon surrender of the Warrant with a properly executed form of Assignment attached hereto as Exhibit B (the "Form of Assignment") at the principal office of the Company and upon payment of any necessary transfer tax or other governmental charge imposed upon such transfer. Upon surrender for registration of transfer or exchange of this Warrant together with a properly executed Form of Assignment and payment of any applicable tax or charge related thereto, the Company shall, at its sole cost and expense, execute and deliver one or more new Warrants of like tenor which shall be exercisable for a like aggregate number of Warrant Interests, registered in the name of the Holder and/or a transferee or transferees, as applicable.

(D) Each taker and holder of this Warrant, by taking or holding the same, consents and agrees that when this Warrant shall have been so endorsed, the Person in possession of this Warrant may be treated by the Company, and all other Persons dealing with this Warrant, as the absolute owner hereof and as Holder for any purpose and as the Person entitled to exercise the rights represented hereby, any notice to the contrary notwithstanding; provided, however, that until a transfer of this Warrant is properly made pursuant to the terms of this Warrant and duly registered on the books of the Company maintained pursuant to Section 8 of this Warrant, the Company may treat the Holder as the owner for all purposes.

(E) The Company shall not be required to pay any tax or other governmental charge imposed in connection with any transfer of this Warrant, whether certificated or uncertificated, in any name other than that of Holder, and, in such case, the Company shall not be required to issue such Warrant Interests or deliver any certificate representing such Warrant Interests, if applicable, until such tax or other governmental charge has been paid, or it has been established to the Company's reasonable satisfaction that no tax or other charge is due.

(F) Any Transferee of this Warrant or any portion hereof, by their acceptance of this Warrant, is deemed to agree to be bound by the terms and conditions of this Warrant.

8. Registry of Warrant. The Company shall maintain will maintain at its principal office a registry showing the name and address of the Holder as the registered holder of this Warrant and will promptly update such register to reflect any transfers made in compliance with the terms hereof. Until any transfer of this Warrant is reflected in the Warrant Register, the Company may treat the Holder as the absolute owner hereof for all purposes. This Warrant may be surrendered for exchange or exercise, in accordance with its terms, at the office of the Company, and the Company shall be entitled to rely in all respects, prior to written notice to the contrary, upon such registry.

9. No Rights as Stockholder. Except as expressly set forth herein, a Warrant does not entitle the registered holder thereof to any of the rights of a stockholder of the Company, including, without limitation, the right to receive dividends, or other distributions, exercise any preemptive rights to vote or to consent or to receive notice as stockholders in respect of the meetings of stockholders or the election of directors of the Company or any other matter.

10. Loss, Theft, Destruction or Mutilation of Warrant. Upon receipt by the Company of evidence reasonably satisfactory to it (provided that an affidavit shall be satisfactory) of the loss, theft, destruction or mutilation of this Warrant, and in the case of any such mutilation, upon surrender and cancellation of this Warrant, the Company shall, within three Business Days make and deliver, in lieu of such lost, stolen, destroyed or mutilated Warrant and (in the case of loss, theft or destruction) of the Holder's agreement of indemnity reasonably satisfactory to the Company (provided, if Holder is a financial institution or other institutional investor, then its own agreement shall be satisfactory), and (in the case of mutilation) upon surrender and cancellation of this Warrant, a new Warrant of like tenor and representing the right to purchase the same aggregate number of Warrant Interests as provided for in such lost, stolen, destroyed or mutilated Warrant.

11. Saturdays, Sundays, Holidays, etc. If the last or appointed day for the taking of any action or the expiration of any right required or granted herein shall not be a Business Day, then such action may be taken or such right may be exercised on the next succeeding day that is a Business Day.

12. Adjustments and Other Rights. The number of Warrant Interests issuable upon exercise of this Warrant shall be subject to adjustment from time to time as follows; provided, that if more than one subsection of this Section 12 is applicable to a single event, the subsection shall be applied that produces the largest adjustment and no single event shall cause an adjustment under more than one subsection of this Section 12 so as to result in duplication:

(A) Splits, Subdivisions, Reclassifications, Combinations; or Issuance of Equity. If the Company shall (i) declare and pay a dividend or make a distribution on its Common Shares, (ii) subdivide or reclassify the outstanding Common Shares into a greater number of Common Shares, (iii) combine or reclassify the outstanding Common Shares into a smaller number of Common Shares, or (iv) issue any additional equity (whether by issuance of new securities, stock split, combination, reclassification, reorganization or otherwise and including, but not limited to, any Equity Equivalents), then the number of Warrant Interests issuable upon exercise of this Warrant at the time of the record date for such dividend or distribution or the effective date of such subdivision, combination, reclassification or issuance shall be proportionately adjusted so that the Holder after such date shall be entitled to purchase the same number of Common Shares (on a fully-diluted basis).

(B) Other Distributions. In case the Company shall fix a record date for the making of a dividend distribution (whether payable in securities of the Company, cash or other property, or engage in a redemption or repurchase of Common Shares with a similar effect to all holders of its Common Shares) (a "Dividend") to its holders of Common Shares or other securities, the Holder (or any transferee, upon any transfer of the Warrant permitted hereunder) shall receive simultaneously on the payment date of such Dividend, the kind and amount of securities, cash or other property which the Holder would have been entitled to receive had the Warrant been exercised in full on the date of such Dividend (or, to the extent the Company fixes a record date for such Dividend, on such record date).

(C) Reorganization, Reclassification, Consolidation or Merger. In the event of any (i) capital reorganization of the Company, (ii) reclassification of the ownership interests of the Company (other than a change in par value or from par value to no par value or from no par value to par value), (iii) consolidation or merger of the Company with or into another Person, (iv) sale of all or substantially all of the Company's assets to another Person or (v) other similar transactions, in each case which entitles the holders of Common Shares to receive (either directly or upon subsequent liquidation) stock, securities or assets with respect to or in exchange for such Common Shares (any transaction described in clauses (i)-(v) above, a "Whole Company Transaction"), each Warrant shall, immediately after such Whole Company Transaction, remain outstanding and shall thereafter, in lieu of or in addition to (as the case may be) the Common Shares then-exercisable under this Warrant, be exercisable for the kind and number of shares of stock or other securities or assets of the Company or of the successor Person resulting from such transaction to which the Holder would have been entitled upon such Whole Company Transaction if the Holder had exercised this Warrant in full immediately prior to the time of such Whole Company Transaction and acquired the Common Shares then-issuable hereunder as a result of such exercise (without taking into account any limitations or restrictions on the exercisability of this Warrant); and, in such case, appropriate adjustment (in form and substance reasonably satisfactory to the Holder) shall be made with respect to the Holder's rights under this Warrant to insure that the provisions of this Warrant shall thereafter be applicable, as nearly as possible, to any shares of stock, securities or assets thereafter acquirable upon exercise of this Warrant. The provisions of this Section 12(C) shall similarly apply to successive Whole Company Transactions. The Company shall not, without the prior written consent of the Holder, effect any Whole Company Transaction unless:

(i) the Company shall have provided the Holder with at least thirty (30) but no more than ninety (90) days' written notice of such event; and

(ii) prior to the consummation thereof, the successor Person (if other than the Company) resulting from such reorganization, reclassification, consolidation, merger, sale or similar transaction, shall assume, by written instrument substantially similar in form and substance to this Warrant and reasonably satisfactory to the Holder, the obligation to deliver to the Holder, such shares of stock, securities or assets which, in accordance with the foregoing provisions, such Holder shall be entitled to receive upon exercise of this Warrant.

Notwithstanding anything to the contrary contained herein, with respect to any corporate event or other transaction contemplated by the provisions of this Section 12(C), the Holder shall have the right to elect prior to the consummation of such event or transaction, to exercise in Warrant instead of giving effect to the provisions contained in this Section 12(C) with respect to this Warrant.

(D) Certain Events. If any event occurs of the type contemplated by the provisions of this Section 12 but not expressly provided for by such provisions, then the Company shall make an appropriate adjustment in the Exercise Price and the number of Common Shares so as to protect the rights of the Holder; provided, that no such adjustment shall increase the Exercise Price above, or decrease the number of Warrant Interests below, such amount as would otherwise be determined pursuant to this Section 12. If the Company shall enter into any transaction for the purpose of avoiding the application of the provisions of this Section 12, the benefits provided by such provisions shall nevertheless apply and be preserved.

(E) Statement Regarding Adjustments. Whenever the Exercise Price or the number of Common Shares into which this Warrant is exercisable shall be adjusted as provided in Section 12, the Company shall forthwith file at the principal office of the Company a statement showing in reasonable detail the method used in arriving at the adjustment and the Exercise Price that shall be in effect and the number of Common Shares into which this Warrant shall be exercisable after such adjustment, and the Company shall also cause a copy of such statement to be sent by mail, first class postage prepaid, to the Holder at the address appearing in the Company's records.

(F) Notice of Adjustment Event. In the event that the Company shall propose to take any action of the type described in this Section 12, the Company shall give notice to the Holder, which notice shall specify the record date, if any, with respect to any such action and the approximate date on which such action is to take place. Such notice shall also set forth the facts with respect thereto as shall be reasonably necessary to indicate the effect on the Exercise Price and the number, kind or class of shares or other securities or property which shall be deliverable upon exercise of this Warrant. In the case of any action which would require the fixing of a record date, such notice shall be given at least 5 days prior to the date so fixed, and in case of all other action, such notice shall be given at least 5 days prior to the taking of such proposed action, except if it is impracticable to provide such 5 days' prior notice, then the Company shall provide such notice as soon as it is reasonably able prior to or after the taking of such proposed action.

(G) Proceedings Prior to Any Action Requiring Adjustment. As a condition precedent to the taking of any action which would require an adjustment pursuant to this Section 12, the Company shall use reasonable best efforts to take any action which may be necessary in order that the Company may thereafter validly and legally issue as fully paid and nonassessable all Common Shares that the Holder is entitled to receive upon exercise of this Warrant pursuant to this Section 12.

12. Termination. This Warrant shall automatically terminate without any further action (i) immediately upon payment being made in respect of this Warrant as contemplated by Section 3 in connection with an exercise of this Warrant in full or (ii) upon the Expiration Date (to the extent not extended pursuant to Section 3).

13. Reporting Requirements. The Company shall furnish to the Holder the information required to be provided under Section 5.1 of the Financing Agreement (as in effect as of date hereof) within the time periods specified in Section 5.1 of the Financing Agreement (as in effect as of date hereof), whether or not the Financing Agreement remains in effect or has been amended or modified; provided that so long as Holder or its Affiliates remain a party to the Financing Agreement and the applicable provisions in the Financing Agreement have not been amended or modified, delivery of such documents under the Financing Agreement shall be deemed to be delivery under this Agreement.

14. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and to be performed entirely within such State. Each of the parties hereto agrees (a) to submit to the non- exclusive personal jurisdiction of the state or federal courts in the Borough of Manhattan, the City of New York, (b) that non-exclusive jurisdiction and venue shall lie in the state or federal courts in the State of New York, and (c) that notice may be served upon such party at the address and in the manner set forth for such party in Section 17 hereof. To the extent permitted by applicable law, each of the parties hereto hereby unconditionally waives trial by jury in any legal action or proceeding relating to this Warrant.

15. Binding Effect; No Third-Party Beneficiaries. This Warrant shall be binding upon any successors or permitted assigns of the Company and the Holder. This Warrant is for the sole benefit of the Company and the Holder and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Warrant.

16. Amendments. This Warrant may be amended and the observance of any term of this Warrant may be waived only with the written consent of the Company and the Holder. The Company shall not amend the Company's certificate of incorporation in a manner that would adversely affect the Holder without the prior written consent of the Holder.

17. Notices. Any notice, request, instruction or other document to be given hereunder by any party to the other will be in writing and will be deemed to have been duly given (a) on the date of delivery if delivered personally, or by electronic mail, upon confirmation of receipt, or (b) on the second Business Day following the date of dispatch if delivered by a recognized next day courier service. All notices hereunder shall be delivered as set forth below for the Company or pursuant to such other instructions as may be designated in writing by the party to receive such notice.

If to the Company, to:

The Greenrose Holding Company Inc.
111 Broadway
Amityville, NY 11701
Attention: William F. Harley, III, CEO
Telephone:
Email:mickey@greenrosecorp.com

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

Tarter Krinsky & Drogin LLP
1350 Broadway
New York, NY 10018
Attention: Guy Molinari
Telephone: 212-216-1188
Email: gmolinari@tarterkrinsky.com

If to the Holder, to:

DXR Finance, LLC
[Omitted]

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

Milbank LLP
55 Hudson Yards
New York, New York 10001
Attention: Al Pisa
Telephone: 212-530-5319
Email: apisa@milbank.com

18. Entire Agreement. This Warrant and the forms attached hereto contain the entire agreement between the parties with respect to the subject matter hereof and supersede all prior and contemporaneous arrangements or undertakings with respect thereto. In the event of any conflict between the terms hereof and any other document, the terms of this Warrant shall prevail.

19. Counterparts. This Warrant may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other parties. A signed copy of the Warrant delivered by facsimile, e-mail or other means of electronic transmittal shall be deemed to have the same legal effect as delivery of an original signed copy of this Warrant.

20. Severability. If any provision hereof (or any portion thereof) or the application of any such provision (or any portion thereof) to any Person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof (or the remaining portion thereof) or the application of such provision to any other Persons or circumstances.

[*Remainder of page intentionally left blank*]

IN WITNESS WHEREOF, the parties hereto have caused this Warrant to be signed in its name by its duly authorized officer as of the date first written above.

THE GREENROSE HOLDING COMPANY INC.

By: /s/ William F. Harley III
Name: William F. Harley III
Title: Chief Executive Officer

[Signature Page to Warrant]

EXHIBIT A

[FORM OF NOTICE OF EXERCISE]

Date: _____

TO: THE GREENROSE HOLDING COMPANY INC.

RE: Election to Purchase Common Shares

The undersigned, pursuant to the provisions set forth in the attached Warrant, hereby agrees to subscribe for and purchase the number of Common Shares of the Company set forth below covered by such Warrant[, conditional upon the consummation of [insert details of transaction]]. Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Warrant.

In accordance with Section 3 of the Warrant, the undersigned hereby agrees to pay the Exercise Price [in cash, certified or cashier's cheque payable to the Company] [by wire transfer of immediately available funds to an account designated by the Company], with respect to [●] Common Shares, in which case the undersigned shall pay the sum of $0.01 to the Company in accordance with the terms of the Warrant; and/or

The undersigned requests delivery to be made (check one):

☐ By delivery of physical certificates to:

_____

_____

_____

☐ Through Depository Trust Corporation
(Account_____)

[HOLDER]

By: _____
Name: _____
Title: _____

EXHIBIT B

ASSIGNMENT FORM

WARRANT TO PURCHASE APPLICABLE EQUITY INTERESTS OF

THE GREENROSE HOLDING COMPANY INC.

(To be executed upon assignment of Warrant No.___)

FOR VALUE RECEIVED, the undersigned, in accordance with the restrictions on transfer of the Warrant Interests described in the Warrant, hereby sells, assigns and transfers unto, [the Warrant in whole/ percentage of the Warrant], together with all right, title and interest therein, and does hereby irrevocably constitute and appoint attorney, to transfer said Warrant Interests on the books of The Greenrose Holding Company Inc., a Delaware corporation, with respect to the number of Warrant Interests set forth below, with full power of substitution in the premises:

Name(s) of Assignee(s)	Address	No. of Warrant Interests

And if said number of Warrant Interests shall not be all the number of Warrant Interests represented by the Warrant, a new Warrant is to be issued in the name of said undersigned for the balance remaining of the Warrants registered by said Warrant.

Dated: _____

[

_____

]

_____

Name:
Title:

Exhibit 10.1

Execution Version

AMENDMENT NO. 1 TO CREDIT AGREEMENT

AMENDMENT NO. 1 TO CREDIT AGREEMENT (this "Amendment"), dated as of December 31, 2021 ("Amendment No. 1 Effective Date"), by and among The Greenrose Holding Company Inc. (f/k/a Greenrose Acquisition Corp.) (the "Borrower"), the other Loan Parties that are party hereto, the lenders that are party hereto (each, a "Lender" and collectively, the "Lenders") and DXR Finance, LLC (the "Agent").

RECITALS

WHEREAS, the Borrower, the Lenders, the Agent the other Loan Parties party thereto, are parties to that certain Credit Agreement dated as of November 26, 2021 (as amended, restated, amended and restated, supplemented and otherwise modified from time to time prior to the date hereof, the "Existing Credit Agreement"; the Credit Agreement, as amended by this Amendment, is hereinafter referred to as the "Credit Agreement"); and

WHEREAS, the Borrower, the other Loan Parties party hereto, the Lenders and the Agent have agreed to amend certain terms and conditions of the Existing Credit Agreement on the terms and conditions set forth herein.

NOW THEREFORE, the parties hereto hereby agree as follows:

SECTION 1. Defined Terms. Unless otherwise specifically defined herein, each term used herein that is defined in the Credit Agreement has the meaning assigned to such term in the Credit Agreement. Each reference in the Credit Agreement to "this Agreement", "hereof", "hereunder", "herein" and "hereby" and each other similar reference, and each reference in any other Loan Document to "the Credit Agreement", "thereof", "thereunder", "therein" or "thereby" or any other similar reference to the Credit Agreement shall, from the date hereof, refer to the Credit Agreement as amended hereby.

SECTION 2. Amendments to Credit Agreement. Subject to the satisfaction (or waiver) of the conditions precedent specified in Section 3 below, the following amendments are made to the Existing Credit Agreement:

(a) The following definitions are inserted in the appropriate alphabetical order in Section 1.1 of the Credit Agreement:

> ""Delayed Draw Warrant" means that certain Warrant No. 2 issued by the Borrower to the Agent on the Delayed Draw Funding Date in substantially the same form as the Closing Date Warrant, representing 550,000 fully paid and nonassessable nonvoting shares of common stock of the Borrower.
>
> "True Harvest Amendment" has the meaning specified therefor in the definition of "True Harvest Acquisition Agreement".

"True Harvest Convertible Note" means the "Convertible Promissory Note" described in the True Harvest Amendment.

"True Harvest Cultivation Services Agreement" means that certain Cultivation Services Agreement to be entered into on or around January 3, 2022 by and among the Borrower, True Harvest Holdings, Inc. and Gary P. Rexroad, Jr.

"True Harvest Earnout" means the "Earnout Payment" described in the True Harvest Amendment."

(b) The definition of "Excluded Accounts" is deleted and replaced in entirety as follows:

"Excluded Accounts" means (a) any segregated Deposit Account specifically and exclusively used to hold tax funds, trust funds and other Collateral funds reasonably acceptable to Agent (b) controlled disbursement accounts (to the extent that such accounts are zero balance accounts), (c) Petty Cash Accounts and (d) Deposit Accounts maintained by the Loan Parties at First Fidelity Bank; provided that for the avoidance of doubt, the aggregate amount held in Deposit Accounts maintained by the Loan Parties at First Fidelity Bank shall not exceed (i) $750,000 at any time prior to the one-year anniversary of the Amendment No. 1 Effective Date and (ii) $1,000,000 at any time thereafter."

(c) The definition of "Permitted Acquisition" in Section 1.1 of the Credit Agreement is amended to delete and replace the last proviso in its entirety as follows:

"provided that after giving effect to such acquisition, the Borrower and its subsidiaries shall be in pro forma compliance with a Secured Net Leverage Ratio not to exceed 3.00:1.00; provided further that, notwithstanding prong (i) of this definition of "Permitted Acquisitions" the True Harvest Acquisition may be funded with the proceeds of the Delayed Draw Term Loans."

(d) The definition of "Permitted Indebtedness" in Section 1.1 of the Credit Agreement is amended to delete and replace clauses (q) and thereafter in entirety as follows:

"(q) debt of a Person whose assets or equity interests are acquired in a Permitted Acquisition; provided that such debt (i) was in existence prior to the date of such Permitted Acquisition, (ii) was not incurred in connection with, or in contemplation of, such Permitted Acquisition and (iii) such Indebtedness is not guaranteed in any respect by Borrower or any of its Subsidiaries (other than the acquired entities); provided that for the avoidance of doubt the "Deferred Cash Payment Amount" described in the Theraplant Amendment, as in effect on the date hereof, is not assumed debt subject to this clause (q); provided further that for the avoidance of doubt, the assumed debt set forth on Schedule 1.03 of the True Harvest Acquisition Agreement shall be permitted pursuant to this clause (q);

(r) Indebtedness in respect of the True Harvest Convertible Note and the True Harvest Earnout; and

(s) Any Permitted Refinancing Debt with respect to the Indebtedness described in clauses (b) through (r) above, provided that the applicable amount of Indebtedness permitted to be incurred under the relevant clause shall be reduced in a proportionate manner."

(e) The definition of "Permitted Investments" in Section 1.1 of the Credit Agreement is amended to delete and replace clause (i) in its entirety as follows:

"Investments made to consummate the Acquisitions (including but not limited to payments in respect of the True Harvest Convertible Note and True Harvest Earnout and payment of the "Deferred Cash Payment Amount" described in the Theraplant Amendment, as in effect on the date hereof and paid in accordance with the terms thereof; provided that, with respect to any Deferred Cash Payment Amount payable after the six month anniversary of the Closing Date, (i) no Event of Default under Section 8.1(a) has occurred and is continuing and (ii) the Agent has not accelerated the Loans as a result of any other Event of Default);"

(f) The definition of "True Harvest Acquisition Agreement" in Section 1.1 of the Credit Agreement is deleted and replaced in its entirety as follows:

""True Harvest Acquisition Agreement" means that certain Asset Purchase Agreement dated as of March 12, 2021 among Borrower, True Harvest Holdings, Inc. and True Harvest, LLC, as amended by that certain Amendment No. 1 to Asset Purchase Agreement dated as of July 2, 2021, that certain Amendment No. 2 to Asset Purchase Agreement dated as of October 28, 2021 and that certain Amendment No. 3 to Asset Purchase Agreement dated on or prior to the Delayed Draw Funding Date (the "True Harvest Amendment")."

(g) The definition of "True Harvest Acquisition Documentation" in Section 1.1 of the Credit Agreement is deleted and replaced in its entirety as follows:

""True Harvest Acquisition Documentation" means the True Harvest Acquisition Agreement and all schedules, exhibits and annexes thereto and any transition services agreement to be entered into in connection therewith, and the True Harvest Convertible Note."

(h) Section 2.1(d)(i) of the Credit Agreement is deleted and replaced in entirety as follows:

"The Borrower shall deliver in writing to the Agent a fully executed Funding Notice no later than one (1) Business Day prior to the proposed Delayed Draw Funding Date (or such shorter period as may be acceptable to the Agent). Promptly upon receipt by the Agent of such Funding Notice, the Agent shall notify each Lender of the proposed funding."

(i) Section 2.7 of the Credit Agreement is deleted and replaced in entirety as follows:

"Use of Proceeds. The proceeds of the Initial Term Loans made on the Closing Date shall be applied by the Borrower to fund the Transactions contemplated by the Theraplant Acquisition Documentation and to fund related transaction costs. The proceeds of the Delayed Draw Term Loans shall be applied by the Borrower to fund the Transactions contemplated by the True Harvest Acquisition Documentation, to fund related transaction costs and to pay other general working capital expenses of the Loan Parties. Notwithstanding the foregoing, the Agent (in its sole discretion) may agree in writing to permit the Term Loans to be applied in any other manner not otherwise prohibited by the terms of this Agreement or the other Loan Documents."

(j) Section 3.2(e) of the Credit Agreement is deleted and replaced in entirety as follows:

"the proceeds of the Delayed Draw Term Loan shall be used to fund the True Harvest Acquisition and to pay general corporate working capital expenses of the Loan Parties;"

(k) Section 3.2(k) is deleted and replaced in entirety as follows:

"the Agent shall have received the Delayed Draw Warrant."

(l) Section 5.17 of the Credit Agreement is deleted and replaced in entirety as follows:

"Management Agreements. Other than the True Harvest Cultivation Services Agreement, the Loan Parties will not enter into any management agreement without Agent's prior written consent."

(m) Section 5.18 of the Credit Agreement is deleted and replaced in its entirety as follows:

"Control Agreements. Subject to the conditions set forth on Schedule 3.5, the Loan Parties shall obtain Control Agreements in favor of Agent for each Deposit Account that is not an Excluded Account within ninety (90) days after the Closing Date or (or 30 days after the date such Deposit Account is acquired). Notwithstanding the foregoing, each Loan Party covenants and agrees that any amounts standing to the credit of its account(s) at First Fidelity Bank in excess of (i) $750,000 as at 9:00am. (New York time) on each Friday (or to the extent Friday is not a Business Day, the amount shall be calculated at 9:00am. (New York time) the next Business Day thereafter) occurring prior to the one-year anniversary of the Amendment No. 1 Effective Date, and (ii) $1,000,000 as at 9:00am. (New York time) on each Friday (or to the extent Friday is not a Business Day, the amount shall be calculated at 9:00am. (New York time) the next Business Day thereafter) occurring from and after the one-year anniversary of the Amendment No. 1 Effective Date shall be transferred to a Deposit Account subject to a Control Agreement in favor of Agent no later than the following Business Day. Notwithstanding the foregoing, following any passage of the "Secure and Fair Enforcement (SAFE) Banking Act" by the relevant Governmental Authority, the Loan Parties shall use commercially reasonable efforts to obtain Control Agreements in favor of Agent for the Loan Parties' account(s) maintained at First Fidelity Bank within a time period to be agreed with the Agent."

(n) Section 6.8(a) of the Credit Agreement is deleted and replaced in its entirety as follows:

"to the extent constituting Permitted Investments (including, for the avoidance of doubt, payments in respect of the True Harvest Convertible Note);"

(o) Section 6.8(d) of the Credit Agreement is deleted and replaced in its entirety as follows:

"to any seller in respect of customary working capital adjustments or reasonable expense reimbursement payments, earnout obligations or purchase price adjustments (in the case of earnout obligations or purchase price adjustments, solely to the extent agreed in writing by Agent) pursuant to any Permitted Acquisition or any Permitted Disposition; provided, that for the avoidance of doubt, the True Harvest Earnout is not prohibited by this clause (d);"

(p) The Schedules to the Credit Agreement are hereby amended as follows:

i. Schedule 3.5 is hereby amended to add a new paragraph 9. as follows:

"Within five (5) days of the Delayed Draw Funding Date, Agent shall have received a legal opinion covering Arizona law in form and substance reasonably satisfactory to Agent."

ii. Schedule 4.4(b) is hereby amended and restated in its entirety as set forth on Schedule 4.4(b) hereto;

iii. Schedule 4.4(c) is hereby amended and restated in its entirety as set forth on Schedule 4.4(c) hereto;

iv. Schedule 4.12(g) is hereby amended and restated in its entirety as set forth on Schedule 4.12(g) hereto;

v. Schedule 4.15 is hereby amended and restated in its entirety as set forth on Schedule 4.15 hereto;

vi. Schedule 4.24 is hereby amended and restated in its entirety as set forth on Schedule 4.24 hereto;

vii. Schedule 4.26 is hereby amended and restated in its entirety as set forth on Schedule 4.26 hereto;

SECTION 3. Conditions to Effectiveness. This Amendment shall be effective as of the Amendment No. 1 Effective Date, subject to the satisfaction of the following conditions:

(a) Agent shall have received this Amendment duly executed by the Borrower, the Lenders and the Agent;

(b) each condition set forth on Section 3.2 of the Credit Agreement shall have been satisfied.

SECTION 4. Representations and Warranties. Each Loan Party represents and warrants as follows:

(a) The representations and warranties contained in Article 4 of the Credit Agreement or any other Loan Document are true and correct in all material respects (except that any such representations and warranties that are subject to materiality or Material Adverse Effect qualifiers shall be true and correct in such respects) on and as of the Amendment No. 1 Effective Date, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct in all material respects (except that any such representations and warranties that are subject to materiality or Material Adverse Effect qualifiers shall be true and correct in such respects) as of such earlier date.

(b) This Amendment has been duly authorized and executed by such Loan Party, and each of the Loan Documents, as amended and supplemented by this Amendment, constitutes a legal, valid and binding agreement or instrument of such Loan Party, enforceable against it in accordance with its respective terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally or by equitable principles relating to enforceability regardless of whether considered in a proceeding in equity or at law.

(c) Each Loan Party has fully complied with all covenants and agreements to be complied with or performed by it under the Credit Agreement and the other Loan Documents and no Default or Event of Default has occurred and is continuing under the Credit Agreement or the other Loan Documents.

SECTION 5. Limitation on Scope; Amendment. Except for the express amendments in Section 2 hereof, all of the representations, warranties, terms, covenants and conditions of the Credit Agreement are and shall remain in full force and effect. The amendments set forth in Section 2 hereof shall be limited precisely as provided for herein and shall not be deemed to be amendments of, consents to or modifications of any term or provision of the Loan Documents or any other document or instrument referred to therein or of any transaction or further or future action on the part of Borrower requiring the consent of Agent or Lenders except to the extent specifically provided for herein. Agent and Lenders have not and shall not be deemed to have waived any of their respective rights and remedies against Borrower or any other Loan Party for any existing or future Defaults or Events of Default. Each Loan Party expressly acknowledges and agrees that there has not been, and this Amendment does not constitute or establish, a novation with respect to the Credit Agreement or any other Loan Document, or a mutual departure from the strict terms, provisions and conditions thereof, other than with respect to the amendments contained in Section 2 hereof.

SECTION 6. Loan Document. This Amendment is a "Loan Document" as defined and described in the Credit Agreement and all of the terms and provisions of the Credit Agreement relating to Loan Documents shall apply hereto.

SECTION 7. Credit Agreement Governs. Except as expressly set forth herein, this Amendment shall not by implication or otherwise limit, impair, constitute a waiver of or otherwise affect the rights and remedies of any Lender or Agent under the Credit Agreement or any other Loan Document, and shall not alter, modify, amend, novate or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Credit Agreement or any other Loan Document. This Amendment shall be deemed incorporated in, and made a part of, the Credit Agreement and the Credit Agreement, as amended by this Amendment, shall be read, taken and construed as one and the same instrument. Nothing herein shall be deemed to entitle Borrower to a future consent to, or a waiver, amendment, modification or other change of, any of the terms, conditions, obligations, covenants or agreements contained in the Credit Agreement or any other Loan Document in similar or different circumstances.

SECTION 8. Counterparts; Effectiveness. This Amendment may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Amendment shall become effective when it has been executed by the Borrowers, each Lender party hereto and Agent on the date hereof and when Agent has received counterparts hereof which, when taken together, bear the signatures of each of the other parties hereto, and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Delivery of an executed counterpart of a signature page to this Amendment by email as a ".pdf" or ".tif" or similar attachment shall be effective as delivery of a manually executed counterpart of this Amendment.

SECTION 9. Severability. If any term or provision of this Amendment is adjudicated to be invalid under applicable laws or regulations, such provision shall be inapplicable to the extent of such invalidity without affecting the validity or enforceability of the remainder of this Amendment which shall be given effect so far as possible.

SECTION 10. Confirmation. Each Loan Party (a) confirms its obligations under the Security Agreement, (b) confirms that its obligations under the Credit Agreement as modified hereby are entitled to the benefits of the pledges set forth in the Security Agreement, (c) confirms that its obligations under the Credit Agreement as modified hereby constitute "Secured Obligations" (as defined in the Security Agreement) and (d) agrees that the Credit Agreement as modified hereby is the Credit Agreement under and for all purposes of the Security Agreement. Each party, by its execution of this Amendment, hereby confirms that the Secured Obligations shall remain in full force and effect, and such Secured Obligations shall continue to be entitled to the benefits of the grant set forth in the Security Agreement. Each Guarantor (a) confirms its obligations under the Guaranty Agreement, (b) confirms that its obligations under the Credit Agreement as modified hereby are entitled to the benefits of the guarantee set forth in the Guaranty, (c) confirms that its obligations under the Credit Agreement as modified hereby constitute "Guaranteed Obligations" (as defined in the Guaranty) and (d) agrees that the Credit Agreement as modified hereby is the Credit Agreement under and for all purposes of the Guaranty Agreement. Each party, by its execution of this Amendment, hereby confirms that the Guaranteed Obligations shall remain in full force and effect.

[Signature Page Follows]

BORROWER:

THE GREENROSE HOLDING COMPANY INC. (F/K/A GREENROSE ACQUISITION CORP.)

By: /s/ William F. Harley III
Name: William F. Harley III
Title: CEO

LOAN PARTIES:

THERAPLANT, LLC

By: /s/ William F. Harley III
Name: William F. Harley III
Title: CEO

GNRS CT MERGER SUB, LLC

By: /s/ William F. Harley III
Name: William F. Harley III
Title: CEO

Exhibit 99.1

The Greenrose Holding Company Closes Asset Purchase of True Harvest, LLC

- True Harvest Expands Greenrose's Footprint into Arizona and Establishes Strong Cultivation Presence in the Southwest -

- Greenrose Provides Revised 2022 Outlook for True Harvest and Theraplant -

AMITYVILLE, N.Y., January 3, 2022 – The Greenrose Holding Company Inc. (OTC: GNRS, GNRSW) ("Greenrose" or the "Company") announced that it closed its previously announced acquisition of the assets of Arizona-based True Harvest, LLC.

Under the terms of the acquisition, Greenrose paid consideration of $57.6 million at close, consisting of $12.5 million in cash, $23.0 million in the form of a convertible note, $4.6 million in assumed debt, and $17.5 million in shares of the Company's common stock. Contingent upon True Harvest achieving a certain price point per pound of cannabis flower relative to total flower production within 36 months of the closing of the transaction, Greenrose will pay additional consideration of up to $35.0 million in the form of an earnout, payable in shares of common stock of the Company.

"Completing our asset purchase of True Harvest expands Greenrose's footprint into the Southwest and demonstrates the continued execution of our growth strategy," said Mickey Harley, CEO and Director of Greenrose. "We look forward to working with True Harvest's talented cultivation team to continue building our company around high-quality flower. With our strong cultivation footprint in Arizona and Connecticut, we believe our platform is well-positioned to capture the growth opportunities offered by these new and emerging recreational markets. I am proud of the progress we have made to date, and we will work to further expand our platform and execute on our strategic objectives in 2022."

Greenrose completed its business combination with the acquisition of Connecticut-based Theraplant, LLC, on November 26, 2021. The Company has revised its 2022 outlook for True Harvest and Theraplant to reflect an expected Q4 2022 start for recreational cannabis sales in Connecticut. Combined, True Harvest and Theraplant are expected to generate between $120 million and $140 million in full year 2022 revenue, 2022 net income of between $8 million and $14 million, and 2022 adjusted EBITDA between the range of $75 million and $85 million.

Advisors

Gateway Group is serving as communications advisor to Greenrose. Tarter Krinsky & Drogin LLP served as corporate, M&A and securities counsel for Greenrose, while Feuerstein Kulick LLP served as regulatory and debt counsel. Snell & Wilmer LLP served as corporate, M&A and securities counsel for True Harvest, LLC.

About The Greenrose Holding Company Inc.

The Greenrose Holding Company Inc. intends to become a multi-state cultivator and producer of cannabis brands and products. Greenrose is driven by cultivation, with the understanding that being a leader in the cannabis industry requires starting with outstanding flower derived from unique genetics and scalable growth methods. Greenrose aims to be a vertically integrated company that looks for scale and horizontal consolidation. For more information, please visit greenroseholdings.com.

Forward-Looking Statements

Certain statements made in this release are "forward looking statements" within the meaning of the "safe harbor" provisions of the United States Private Securities Litigation Reform Act of 1995. When used in this press release, the words "estimates," "projected," "expects," "anticipates," "forecasts," "plans," "intends," "believes," "seeks," "may," "will," "should," "future," "propose" and variations of these words or similar expressions (or the negative versions of such words or expressions) are intended to identify forward-looking statements. These forward-looking statements are not guarantees of future performance, conditions or results, and involve a number of known and unknown risks, uncertainties, assumptions and other important factors, many of which are outside Greenrose's or its target companies' control, that could cause actual results or outcomes to differ materially from those discussed in the forward-looking statements. Important factors, among others, that may affect actual results or outcomes include:

- liquidity of Greenrose's stock; costs related to the proposed business combinations;
- Greenrose's ability to manage growth; Greenrose's ability to identify and integrate other future acquisitions;
- rising costs adversely affecting Greenrose's profitability;
- competition in the legal cannabis industry;
- adverse changes to the legal environment for the cannabis industry; and general economic and market conditions impacting demand for Greenrose's products and services;
- failure to realize the anticipated benefits of recently completed and future acquisitions, including delays in consummating any future acquisitions or difficulty in, or costs associated with, integrating the businesses of Greenrose, Theraplant and True Harvest;
- prevailing prices for cannabis products in the markets in which Greenrose operates;
- new regulations or pending changes (and the timing of any such changes) in the current regulations in the states of Connecticut and Arizona where the businesses of Theraplant and True Harvest operate, respectively;
- the effects of competition on Greenrose's business; and
- those factors discussed in Greenrose's Proxy Statement on Schedule 14A filed October 5, 2021 under the heading "Risk Factors," and other documents of Greenrose filed, or to be filed, with the SEC.

If the risks materialize or assumptions prove incorrect, actual results could differ materially from the results implied by these forward-looking statements. There may be additional risks that neither Greenrose nor True Harvest presently know or that Greenrose and True Harvest currently believe are immaterial that could also cause actual results to differ from those contained in the forward-looking statements.

In addition, forward-looking statements reflect Greenrose's expectations, plans or forecasts of future events and views as of the date hereof. Greenrose anticipates that subsequent events and developments will cause its assessments to change. However, while Greenrose may elect to update these forward-looking statements at some point in the future, Greenrose specifically disclaims any obligation to do so. These forward-looking statements should not be relied upon as representing Greenrose's assessments as of any date subsequent to the date hereof. Accordingly, readers should not unduly rely on any projections or other forward-looking statements or data contained herein.

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The Greenrose Holding Company Inc.
2022 Projections Range
(Amounts in thousands of U.S. dollars)

	Low Range	High Range
Revenues, net of discounts(1)	$ 120,000	$ 140,000
Net income (loss):	$ 8,371	$ 14,661
Provision For Income Taxes(2)	22,260	25,970
Interest expense(3)	27,823	27,823
Depreciation and Amortization(4)	16,546	16,546
EBITDA(5)	**$ 75,000**	**$ 85,000**

(1) Revenue estimates assume that Connecticut recreational begins in Q4 with an increase in purchasing at the end of Q3. Current revenue estimates reflect recently closed acquisitions of Theraplant and True Harvest. We presently estimate approximately $60m of revenue will be attributed to Connecticut implementing full legalization.

(2) Prior to acquisition, our targets were LLCs, and as such, we have utilized an estimated 26.5% on the Revenues less Cost of Goods Sold (excluding depreciation), and estimated that rate to be approximately 70%.

(3) Interest expense calculated using the effective interest method, as done in the article 11 pro formas.

(4) Depreciation and amortization expense is based upon a preliminary fair value valuation, with its related depreciation and is used in our Article 11 proformas, which may change upon the completion of purchase accounting under ASC 805.

(5) This excludes any transaction related expenses.