

ADDENDUM TO
FULL AND FINAL RELEASE AND INDEMNIFICATION AGREEMENT

This Addendum to the Full and Final Release and Indemnification Agreement entered into (the "Addendum") is made and entered into effective the _____ day of January, 2016 by and between:

(1) Verano Land Group, LP, a Nevada limited partnership, along with its parent companies, subsidiaries, affiliates, legal representatives, directors, officers, attorneys, shareholders, managers, partners, predecessors, employees, agents, insurers, successors, and assigns, if any, including but not limited to Tim McGarry, Bill Wortman, Joe DeSimone, all partners in Verano Land Group and South San Antonio Management, LP, (referred to herein as "Verano")¹, and

(2) VTLM Texas, LP, a Texas limited partnership, Texas Manager, LLC, a Nevada limited liability company; Triple L Management, LLC, a Nevada limited liability company; Ralph Lampman, Robert Lozzi, Tom Lozzi, and Christine Lozzi, along with their respective parent companies, subsidiaries, affiliates, legal representatives, directors, officers, attorneys, shareholders, managers, partners, predecessors, employees, agents, insurers, successors, and assigns, if any (collectively referred to herein as "Triple L")².

Verano and Triple L (collectively referred to herein as the "Parties") hereby acknowledge that the purpose of this addendum is to clarify the language and intent of paragraph 2 of the Full and Final Release and Indemnification Agreement, attached hereto as an exhibit, in light of concerns that were expressed by the City of San Antonio regarding its inclusion as an indemnified party. In fact, it appears that the City of San Antonio was inadvertently left out of paragraph 2 of the Full and Final Release and Indemnification Agreement and, therefore, this addendum is being executed to correct this inadvertent clerical error.

Other than to correct the inadvertent clerical error as described herein, this addendum does not amend or change the original meaning of the Full and Final Release and Indemnification Agreement in any other way, but provides further context and clarification of that Agreement's true meaning.

¹ This definition excludes Fulbright & Jaworski and Jane Macon, neither of whom are parties to this Agreement and are not the beneficiaries of any terms or releases described herein.

² This definition excludes Fulbright & Jaworski and Jane Macon, neither of whom are parties to this Agreement and are not the beneficiaries of any terms or releases described herein.

Accordingly, in consideration of the above and the recitals provided in the Full and Final Release and Indemnification Agreement, paragraph 2 of the Full and Final Release and Indemnification Agreement should read as follows:

2. Verano further **AGREES TO INDEMNIFY AND HOLD FOREVER HARMLESS AND DEFEND CITY OF SAN ANTONIO, SAN ANTONIO WATER SYSTEM, and THE TEXAS A&M UNIVERSITY SYSTEM FROM ANY CLAIMS OR LAWSUITS OF ANY KIND BY ANY INDIVIDUAL OR ENTITY, AT LAW OR IN EQUITY, REGARDING OR ARISING OUT OF the Assignment of Rights and the Consenting Parties' Consent to the Assignment of Rights.**

Apart from this limited amendment to paragraph 2 of the Full and Final Release and Indemnification Agreement, all other terms of that document shall remain and have their full intended effects.

EXECUTED and this ____ day of January, 2016.

VERANO LAND GROUP, LP
a Nevada limited partnership

By: South San Antonio Management, LLC,
A Nevada limited liability company,
its General Partner

By: 

Joseph M. Desimone, Jr.
Managing Member

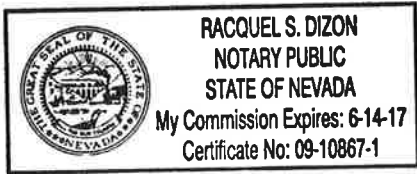
AFFIDAVIT

STATE OF Nevada §
 §
COUNTY OF Clark §

BEFORE ME, a notary public, on this day personally appeared Joseph DeSimone, Jr., the General Partner of VERANO LAND GROUP, LP, a Nevada limited liability company known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Name Joseph DeSimone, Jr.

SUBSCRIBED AND SWORN TO BEFORE ME by the said Joseph DeSimone on this the 22nd day of January, 2016 to certify which witness my hand and official seal.



Racquel Dizon
NOTARY PUBLIC in and for the
STATE OF Nevada

Exhibit A

FULL AND FINAL RELEASE AND INDEMNIFICATION AGREEMENT

This Full And Final Release and Indemnification Agreement (hereinafter referred to as "Agreement") is made by and between VTLM TEXAS LP, a Texas limited partnership ("VTLM"), VERANO LAND GROUP, a Nevada limited partnership ("Verano") (collectively, the "Verano Parties"), and CITY OF SAN ANTONIO, SAN ANTONIO WATER SYSTEM and as successor in interest to Bexar Metropolitan Water District, and THE TEXAS A&M UNIVERSITY SYSTEM (collectively, the "Consenting Parties"), effective as of _____, _____ ("Effective Date"), which agreement is set forth as follows:

WHEREAS, the Verano Parties have requested that the Consenting Parties consent to that certain Assignment of Rights, by which VTLM is assigning to Verano its rights and obligations under the Verano Tax Increment Reinvestment Zone # 28 TIRZ Documents set forth in the Assignment of Rights, and Verano is agreeing to assume such rights and obligations from VTLM; and

WHEREAS, the City Council of the City of San Antonio has consented to the Assignment of Rights subject to the Parties entering into this Agreement, pursuant to Ordinance _____, approved _____, _____;

WHEREAS, the Board of Trustees of the San Antonio Water System has consented to the Assignment of Rights subject to the Parties entering into this Agreement pursuant to Resolution _____; and

WHEREAS, The Texas A&M University System has consented to the Assignment of Rights subject to the Parties entering into this Agreement pursuant to Attachment A to the Assignment of Rights;

WHEREAS, the Parties to this Agreement wish to finalize the Assignment of Rights and Consent thereto in order to proceed with the Development Agreement and related TIRZ documents;

NOW THEREFORE IN CONSIDERATION OF THE ABOVE AND FOREGOING RECITALS and the Consenting Parties' Consent to the Assignment of Rights, the Verano Parties agree as follows:

1. The Verano Parties, all and each of them, and their administrators, agents, assigns, attorneys, executors, heirs, insurers and representatives, FULLY AND FINALLY RELEASE AND FOREVER DISCHARGE the Consenting Parties and their administrators, agents, assigns, employees, executors, heirs, insurers and representatives, FROM ALL CLAIMS AND/OR ALLEGATIONS RELATING TO OR ARISING OUT OF THE Assignment of Rights and the Consenting Parties' Consent thereto, whether ACCRUED OR UNACCRUED, LIQUIDATED OR UNLIQUIDATED, KNOWN OR UNKNOWN, including but not limited to claims for attorney's fees and court costs.

2. Verano further **AGREES TO INDEMNIFY AND HOLD FOREVER HARMLESS AND DEFEND SAN ANTONIO WATER SYSTEM and THE TEXAS A&M UNIVERSITY SYSTEM FROM ANY CLAIMS OR LAWSUITS OF ANY KIND BY ANY INDIVIDUAL OR ENTITY, AT LAW OR IN EQUITY, REGARDING OR ARISING OUT OF the Assignment of Rights and the Consenting Parties' Consent to the Assignment of Rights.**

VTLM TEXAS, LP, a Texas limited partnership

By: Texas Manager, LLC, a Nevada limited liability company, its General Partner

By: 
Robert Lozzi, Manager

VERANO LAND GROUP, LP
a Nevada limited partnership

By: South San Antonio Management, LLC,
A Nevada limited liability company,
its General Partner

By: 
Joseph M. Desimore, Jr.
Managing Member

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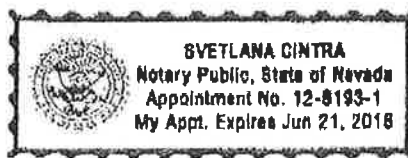
STATE OF Nevada §
 §
COUNTY OF Clark §

BEFORE ME, a notary public, on this day personally appeared ROBERT LOZZI, the Manager of Texas Manager, LLC, a Nevada limited liability company, General Partner of VTLM TEXAS, LP, a Texas limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Robert Lozzi
Name

SUBSCRIBED AND SWORN TO BEFORE ME by the said
* Robert Lozzi * on this the 11th day of December, 2013 to certify
which witness my hand and official seal.

Svetlana Cintra
NOTARY PUBLIC in and for the
STATE OF Nevada



AFFIDAVIT

STATE OF _____ §
 §
COUNTY OF _____ §

BEFORE ME, a notary public, on this day personally appeared _____, the _____ of VERANO LAND GROUP, LP, a Nevada limited liability company known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Name

SUBSCRIBED AND SWORN TO BEFORE ME by the said _____ on this the ____ day of _____, _____ to certify which witness my hand and official seal.

NOTARY PUBLIC in and for the
STATE OF _____