

**NOTICE OF DISPOSITION OF COLLATERAL
(PUBLIC SALE)**

To: The addressees listed on Schedule 1 attached hereto and made a part hereof

From: AFC Agent LLC
525 Okeechobee Blvd., Suite 1650
West Palm Beach, Florida 33401

RE: (i) that certain Credit Agreement, dated as of July 14, 2021, as amended by that certain First Amendment to Credit Agreement, dated as of December 1, 2021, that certain Second Amendment to Credit Agreement and Limited Waiver, dated as of May 1, 2022, that certain Third Amendment to Credit Agreement and Limited Waiver, dated as of October 1, 2022, and that certain Letter Re: Limited Payment Deferral and Modification (March 2023), dated as of March 1, 2023 (as amended and further amended, modified or supplemented from time to time, the “Credit Agreement”) and (ii) that certain Security Agreement, dated as of July 14, 2021 (as amended, modified or supplemented from time to time, the “Security Agreement,” and together with the Credit Agreement, the “Agreements”)

PLEASE BE ADVISED that AFC Agent LLC as secured party (in such capacity, the “Secured Party”) will sell the Collateral described on **Exhibit A** attached hereto and incorporated herein by this reference, to the highest qualified bidder in public as follows:

Day and Date: Monday, June 26, 2023

Time: 12:00 p.m. Eastern time

Place: Live webcast auction hosted by PPL Auctions or a live auction at a location to be determined in, or in close proximity to, Baltimore County, Maryland.

Interested parties can visit www.pplauctions.com for information and find out how to register to participate in the auction, as well as review further information regarding the Collateral. For more information, interested parties can also contact Barret Arthur at PPL Auctions by telephone (224-927-5318) or by e-mail (barret@pplgroupllc.com).

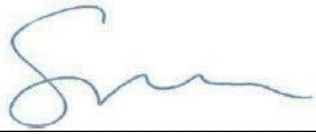
Notice to the general public will also be provided by PPL Auctions. We request that you direct any entities that you believe may be interested in purchasing any of the Collateral to Barret Arthur at PPL Auctions.

You are entitled to, at no charge, an accounting of the unpaid indebtedness secured by the property that will be offered for sale. You may request an accounting from the undersigned by submitting a written request therefor.

PLEASE BE ADVISED that Secured Party reserves all rights available to it, including but not limited to the right to sell the Collateral in whole or in part and/or to pursue other remedies. Secured Party further reserves the right to postpone or cancel this sale of the Collateral.

Dated: May 26, 2023

RUTAN & TUCKER, LLP

By: 

William F. Meehan
Attorneys for Secured Party

SCHEDULE 1

Temescal Wellness of Maryland, LLC
2200 Girard Ave.
Baltimore, MD 21211
Attn: Craig R. Schulman
Email: craig@evermorecompany.com

Robert B. Schulman
One East Pratt Street
Suite 904
Baltimore, MD 21202
Email: rbs@shg-legal.com

Craig R. Schulman
2200 Girard Ave.
Baltimore, MD 21211
Email: craig@evermorecompany.com

Magnalife Investment & Consulting Group,
LLC
One East Pratt Street
Suite 904
Baltimore, MD 21202
Email: craig@evermorecompany.com

Temescal Wellness of Maryland, LLC
d/b/a Evermore Cannabis Company
2200 Girard Ave.
Baltimore, MD 21211
Attn: Craig R. Schulman
Email: craig@evermorecompany.com

Eric Radz
2200 Girard Ave.
Baltimore, MD 21211
Email: eric@evermorecompany.com

Morey Zuskin
2200 Girard Ave.
Baltimore, MD 21211
Email: morey@evermorecompany.com

Miles & Stockbridge P.C.
100 Light Street
Baltimore, MD 21202
Attn: Patricia B. Jefferson
Email: pjefferson@milesstockbridge.com

EXHIBIT A

“Collateral” means all of Temescal Wellness of Maryland, LLC’s (the “Grantor”) right, title, and interest in and to the following, whether now owned or existing or hereafter acquired or arising and wherever located (the “Collateral”) (all terms used below shall have their respective meanings as set forth in the New York Uniform Commercial Code):

- i. all of the Grantor’s accounts;
- ii. all of the Grantor’s chattel paper;
- iii. all of the Grantor’s equipment and fixtures;
- iv. all of the Grantor’s general intangibles and all payment intangibles;
- v. all of the Grantor’s inventory, goods and farm products;
- vi. all of the Grantor’s investment property;
- vii. all of the Grantor’s letters of credit, letter-of-credit rights, instruments, promissory notes, drafts and documents;
- viii. all of the Grantor’s supporting obligations;
- ix. all of the Grantor’s commercial tort claims;
- x. all of the proceeds and products of the foregoing.

Notwithstanding the foregoing, but without limiting or affecting in any way the Secured Party’s rights and remedies or liens, the Collateral being sold pursuant to this public sale shall not include: (i) any asset to the extent pledges of and/or security interests therein are prohibited by Applicable Law or Cannabis Law or would violate or invalidate any lease, license or other agreement or create a right of termination in favor of any other third party or which requires governmental (including regulatory) consent, approval, license or authorization to be pledged, to the extent such consent, approval, license or authorization has not been received (in each case, except to the extent, and for as long as, such prohibition is not waived, terminated or rendered unenforceable or otherwise deemed ineffective after giving effect to applicable provisions of the New York Uniform Commercial Code, any other Applicable Law or any Cannabis Law); (ii) any Deposit Account; (iii) any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law; or (iv) such other assets and property, if any, as may be excluded from the public sale in the sole discretion of the Secured Party and announced at such sale.