

**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 Second Amended and Restated Credit Agreement, dated as of September 30, 2021, by and among JG New Jersey LLC, SRG 1761 North Oolden LLC, SRG 1474 Prospect LLC, SRG Waretown LLC, Hayden Gateway LLC, Pier Cove LLC, SRG 272 Main Street LLC, and SRG HI Park LLC, as the Borrowers, JG Holdco LLC, as Parent, the other loan parties that are party thereto, the lenders that are party thereto and AFC Agent LLC, as agent for the lenders (as amended, supplemented, restated or otherwise modified from time to time, the “Credit Agreement”) and (ii) that certain Second Amended and Restated Security Agreement, dated as of September 30, 2021 (as amended, supplemented, restated or otherwise modified 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, pursuant to Section 9-610 of the New York Uniform Commercial Code, to the highest qualified bidder in public as follows:

Day and Date: Wednesday, September 6, 2023
Time: 10:00 a.m. Eastern time
Place: Live webcast auction hosted by PPL Auctions

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. This letter, and any delay or failure by Secured Party to exercise at this time any of its other rights and remedies, shall not impair any power, right or privilege granted to Secured Party in any of the

Note Documents or by law available to it or be construed to be a waiver of or acquiescence in any Event of Default under any of the Note Documents. Secured Party further reserves the right to postpone or cancel this sale of the Collateral and/or amend this notice.

Dated: August 4, 2023

O'MELVENY & MYERS LLP

By: _____
Jennifer Taylor
Attorney for Secured Party

SCHEDULE 1

JG New Jersey LLC
SRG 1761 North Olden LLC
SRG 1474 Prospect LLC
SRG Waretown LLC
Hayden Gateway LLC
Pier Cove LLC
SRG 272 Main Street LLC
SRG HI Park LLC
311 N. Aberdeen Street, Suite 420
Chicago, IL 60607
Attn: Jon Loevy
Email: jon@loevy.com
Attn: Gail Brashers-Kru
Email: gail.brashers-krug@justicecannabisco.com
Attn: Alexzandra Fields
Email: alexzandrafields@oaklandmanager.com

JG Holdco LLC
311 N. Aberdeen Street, Suite 200A
Chicago, IL 60607
Attn: Jon Loevy
Email: jon@loevy.com

Jon Loevy
2157 W. Giddings Street
Chicago, Illinois 60605

Michael Kanovitz
1715.5 West Winona Street
Chicago, Illinois 60640

Vanessa Abbe Ferber Kruger
1207 Greystone Drive
Shavertown, PA 18708

Taft Law
111 E. Wacker Drive, Suite 2800
Chicago, IL 60601
Attn: Jeremy Stonehill
Email: jstonehill@taftlaw.com

EXHIBIT A

“Collateral” means all of Hayden Gateway 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):

- (a) all of such Grantor’s Accounts;
- (b) all of such Grantor’s books and records;
- (c) all of such Grantor’s Chattel Paper;
- (d) all of such Grantor’s Equipment and Fixtures;
- (e) all of such Grantor’s General Intangibles;
- (f) all of such Grantor’s Inventory, Goods and Farm Products;
- (g) all of such Grantor’s Letters of Credit, Letter-of-Credit Rights, Instruments, Promissory Notes, Drafts and Documents;
- (h) all of such Grantor’s Supporting Obligations;
- (i) all of such Grantor’s Commercial Tort Claims; and
- (j) 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 transfers, pledges of and/or security interests therein are prohibited by applicable law or state medical marijuana 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 (other than any Grantor or any wholly-owned or majority-owned Subsidiary) 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 state medical marijuana law or cannabis law); (ii) 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, provided that upon submission and acceptance by the PTO of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall automatically be considered Collateral without further action on any party’s part; (iii) any Deposit Account; (iv) any Investment Property; (v) any equity interests owned by Grantor or (vi) 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.