

DOCKET NO.: UWY-CV23-6071923-S	:	SUPERIOR COURT
	:	
DANIEL “DAN” EMMANS, and	:	JUDICIAL DISTRICT
JENNIFER MANDZUK,	:	
	:	OF WATERBURY
Plaintiffs,	:	
	:	AT WATERBURY
vs.	:	
	:	
THERAPLANT, LLC,	:	
	:	
Defendant.	:	MARCH 7, 2024

PLAINTIFFS’ REQUEST FOR LEAVE TO AMEND THE COMPLAINT

Pursuant to Conn. Practice Book § 10-60, *et seq.*, the Plaintiffs respectfully requests leave to amend their Complaint in this action in accordance with the Proposed Amended Complaint (and Redline version) appended hereto.

DISCUSSION

“Factors to be considered in passing on a motion to amend are the length of the delay, fairness to the opposing parties, and the negligence, if any, of the party offering the amendment. The essential tests are whether the ruling of the court will work an injustice to either the plaintiff or the defendant and whether the granting of the motion will unduly delay a trial.” *Jacob v. Dometic Origo AB*, 100 Conn. App. 107, 111 (2007). “In the interest of justice courts are liberal in permitting amendments; unless there is a sound reason, refusal to allow an amendment is an abuse of discretion.” *Id.*; see *Henry v. Klein*, 15 Conn. App. 496, 501 (1988) (“Courts are liberal

in permitting amendments”). In this case, the Plaintiffs seek leave of this Court to make only one change to their Complaint. Specifically, the Plaintiffs seeks to add a Count Seven seeking damages for failure to pay wages under Conn. Gen. Stat. § 31-72 et seq.

In addition, all of the relevant factors weigh heavily in favor of granting this motion for leave to amend. *See Jacob*, 100 Conn. App. at 111. The Plaintiffs filed the Complaint in this case on May 4, 2023, about two months ago, and the Defendants have yet to appear or answer the Plaintiff’s Complaint. Thus, the proposed amendment will not work an injustice to the Defendants, will not prejudice the Defendants, and will not require any delay of the trial. *See id.*

CONCLUSION

WHEREFORE, for all of the foregoing reasons, the Plaintiffs respectfully request that their request for leave to amend the Complaint, as proposed in the appended Amended Complaint, be granted.

**THE PLAINTIFFS –
DANIEL “DAN” EMMANS and
JENNIFER MANDZUK**

By /S/ 103001
John M. Wolfson
Benjamin M. Wattenmaker
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CERTIFICATION

I certify that a copy of the above was or will immediately be **mailed via U.S. Mail, postage prepaid**, or delivered electronically or non-electronically on **March 7, 2024** to all counsel and self-represented parties of record and that written consent for electronic delivery was received from all counsel and self-represented parties of record who were or will immediately be electronically served.

103001

John M. Wolfson

RETURN DATE: AUGUST 1, 2023	:	SUPERIOR COURT
	:	
DANIEL "DAN" EMMANS, and	:	JUDICIAL DISTRICT
JENNIFER MANDZUK,	:	
	:	OF WATERBURY
Plaintiffs,	:	
	:	AT WATERBURY
vs.	:	
	:	
THERAPLANT, LLC,	:	
	:	
Defendant.	:	MARCH 7, 2024

AMENDED COMPLAINT

COUNT ONE: **(Breach of Contract)**

1. Plaintiff, Daniel "Dan" Emmans ("Dan Emmans"), is an individual with an address at 176 Hidden Pond Drive, Watertown, Connecticut 06795.

2. Plaintiff, Jennifer Mandzuk, is an individual who resides at 4 Hipp Road, New Milford, CT 06776. Mandzuk was Theraplant's Chief Administrative Officer, and then in July of 2022 when Dan Emmans left the company, Mandzuk was made CEO of the Company.

3. Defendant, Theraplant, LLC, is a Connecticut limited liability company with an office at 856 Echo Lake Road, Watertown, CT 06795 (hereinafter also referred to as "Theraplant").

4. As of November 27, 2021, Theraplant is a wholly-owned subsidiary of the Greenrose Acquisition Corp.

5. Theraplant is a licensed grower and producer of cannabis brands and products in the State of Connecticut.

6. Theraplant's cannabis activities are licensed by the Connecticut Department of Consumer Protection.

7. On or about November 26, 2021, Dan Emmans entered into an Employment Agreement with Theraplant, whereby Emmans and Theraplant agreed to certain terms and conditions of Dan Emmans' employment as outlined in their Employment Agreement (see **Exhibit 1** attached hereto and made a part hereof) (the "Emmans Employment Agreement").

8. On or about November 26, 2021, Jennifer Mandzuk entered into an Employment Agreement with Theraplant, whereby they agreed to certain terms and conditions of Jennifer Mandzuk's employment as outlined in their Employment Agreement (see **Exhibit 2** attached hereto and made a part hereof)(the "Mandzuk Employment Agreement").

9. Plaintiff Emmans worked for the Defendant as its President of Northeast Operations during the period November 26, 2021 through July 18, 2022.

10. On or about July 18, 2022, the Plaintiff Emmans terminated his employment with Theraplant for "Good Reason" (as defined in that certain Employment Agreement dated November 26, 2021 (the "Emmans Employment Agreement").

11. On or about December 17, 2022, Plaintiff Mandzuk terminated her employment with Theraplant for "Good Reason" (as defined in that certain Employment Agreement dated November 26, 2021 (the "Mandzuk Employment Agreement").

12. Upon termination for "Good Reason," pursuant to Section 6(d) of the Emmans and Mandzuk Employment Agreements, Theraplant agreed to pay severance to the Plaintiffs for up to twelve (12) months from termination in accordance with the Defendant's standard payroll schedule (the "Severance Period") as follows:

As to Dan Emmans:

- a. Base Compensation of Mr. Emmans' Base Compensation in effect as of November 26, 2021 (\$350,000.00 annually); and
- b. the cost of COBRA continuation coverage for the Plaintiff and his eligible dependents during the Severance Period.

As to Jennifer Mandzuk:

- c. Base Compensation of Ms. Mandzuk's Base Compensation in effect as of July 18, 2022 (\$375,000.00 annually); and
- d. the cost of COBRA continuation coverage for the Plaintiff and her eligible dependents during the Severance Period.

13. After July 18, 2022, Theraplant breached its Employment Agreement with Plaintiff Emmans in one or more of the following ways:

- a. Theraplant failed to pay Plaintiff Emmans his Base Compensation in effect as of July 18, 2022 (\$350,000.00 annually) during the Severance Period.

14. After January 16, 2023, Theraplant breached its Employment Agreement with Plaintiff Mandzuk in one or more of the following ways:

- a. Theraplant failed to pay Plaintiff Mandzuk her Base Compensation in effect as of July 18, 2022 (\$375,000.00 annually) during the Severance Period; and/or
- b. Theraplant failed to pay Plaintiff Mandzuk for all of the cost of COBRA continuation coverage for the Plaintiff and her eligible dependents.

15. Defendant, Theraplant's actions, as set forth above, in failing to pay Mr. Emmans his Base Compensation severance constitutes a breach of the Emmans' Employment Agreement.

16. Defendant, Theraplant's actions, as set forth above, in failing to pay Ms. Mandzuk her Base Compensation severance and her COBRA continuation coverage constitute a breach of the Mandzuk Employment Agreement.

17. Despite demand, Defendant, Theraplant, has failed, neglected and/or refused to pay the Plaintiffs all of the amounts owed to them.

18. As a direct and proximate cause of the Defendant's actions, as aforesaid, the Plaintiffs have suffered damages.

COUNT TWO: **(Breach Of The Duty Of Good Faith And Fair Dealing)**

1. The Plaintiff re-states and re-alleges the allegations of Paragraphs 1 through 18 of COUNT ONE, as Paragraphs 1 through 18 of this COUNT TWO, as if more fully and completely set forth herein.

19. Implied in every contract is the duty of good faith and fair dealing.

20. The Defendant breached its duty of good faith and fair dealing to the Plaintiffs by failing to honor the Plaintiffs' Employment Agreements, and in particular, Section 6 thereof.

21. The acts and actions of the Defendant were knowing, intentional, wrongful and malicious, and were made in bad faith, all as set forth in this Complaint.

22. As a direct and proximate cause of the Defendant's actions, as aforesaid, the Plaintiffs have suffered damages.

COUNT THREE: **(Negligent Misrepresentation)**

1. Paragraphs 1 through 22 of COUNT TWO are re-alleged and reincorporated as Paragraphs 1 through 22 of this COUNT THREE.

23. In order to induce the Plaintiffs to join the Defendant in a high-level executive capacity, the Defendant, by and through various officers, directors, employees and/or agents, made the following representations to the Plaintiffs:

A. On or before November 26, 2021, William "Mickey" Harley (the Greenrose CEO) promised Dan Emmans, and Jennifer Mandzuk, and other stakeholders, that Harley was only purchasing profitable, cash-flowing operations.

B. On or before November 26, 2021, William "Mickey" Harley (the Greenrose CEO) signed an agreement to cover the additional taxes that Dan Emmans, Jennifer Mandzuk and another owner would personally owe if they accepted an increased valuation of their warrants in order to meet the auditors requirements and enable the sale to go through. Jennifer Mandzuk received her tax money after refusing to work until it was paid. Dan Emmans never received his tax money.

C. On or before November 26, 2021, William "Mickey" Harley (the Greenrose CEO) promised the Plaintiffs that there were numerous investors waiting for the de-spac (Theraplant/True Harvest Purchase) to invest (referred to as an "ATM"), and that the company would have plenty of money from this to fund any of the business needs.

D. On or before November 26, 2021, William "Mickey" Harley (the Greenrose CEO) also promised the Plaintiffs that they would continue to receive, at minimum, an annual bonus which was consistent with what they had been receiving up to the sale. If not, the Plaintiffs were afforded the protection of being able to quit for good cause and to receive severance benefits.

E. On or before November 26, 2021, the Plaintiffs' contracts state that they are owed annual bonuses based upon predetermined metrics (see Exhibits 1 and 2). Dan Emmans

never received an annual bonus for 2021, while Jennifer Mandzuk never received an annual bonus for either 2021 or 2022. No effort was made on the part of the Defendant to determine the metrics on which these bonuses were supposed to be based.

F. On or before November 26, 2021, per the sales contract, Greenrose shares were not restricted and could be sold immediately. As of today, Greenrose has still not given the Plaintiffs the needed paperwork to sell their shares.

G. During the week of July 18, 2022, Nicole Conboy (the Chief Administrative Officer) and Bill St. Lawrence (In-House Counsel) promised Jennifer Mandzuk an equity package upon accepting the position of CEO following Dan Emmans' departure. However, Jennifer never received anything.

H. On or before January 9, 2023, Nicole Conboy also promised Jennifer Mandzuk that her vacation time would be paid out despite Theraplant's "use it or lose it" policy, in order to dissuade her from taking vacation leading up to her departure. This was something Theraplant had done for employees on occasion, in the past. Ms. Conboy claimed it was a "wage hour issue" and that "she would take care of it." After Jennifer Mandzuk left Theraplant, Conboy claimed to not know about the company policy and that Conboy "made an error" in promising Jennifer the aforementioned pay-out.

I. During the 30-day transition period after Jennifer gave her notice, and while Jennifer was still working for Theraplant, Nicole Conboy told Jennifer that the Company was in the wrong for not paying Dan's severance and that it was a mistake on their part. Conboy told Mandzuk that it was "contractual" and a "wage hour issue."

24. The Defendant knew or should have known that it did not intend to honor its promises to the Plaintiffs.

25. The Defendant knew or should have known that the aforementioned representations were false.

26. The Plaintiffs reasonably and justifiably relied upon the Defendant's representations, as aforesaid, to their detriment.

27. As a direct and proximate cause of the actions of the Defendant, as aforesaid, the Plaintiffs have been damaged.

COUNT FOUR: (FRAUDULENT MISREPRESENTATION)

1. Paragraphs 1 through 27 of COUNT THREE are re-alleged and reincorporated as Paragraphs 1 through 27 of this COUNT FOUR.

28. The statements made by the Defendant were untrue and known to be so by the Defendant.

29. The statements were made by the Defendant to the Plaintiff for the purpose of inducing reliance thereon.

30. The Plaintiffs reasonably relied upon the Defendant's statements to their detriment.

31. The Defendant actively and fraudulently concealed its actions from the Plaintiffs until after the Plaintiffs terminated their employment with the Defendant for Good Reason.

32. As a direct and proximate cause of the Defendant's actions, as aforesaid, the Plaintiffs have suffered damages.

COUNT FIVE: **(CUTPA)**

1. Paragraphs 1 through 32 of COUNT FOUR are re-alleged and reincorporated as Paragraphs 1 through 32 of this COUNT FIVE.

33. Defendant Theraplant is a “person” within the meaning of Connecticut General Statutes § 42-110(a)(3).

34. Defendant Theraplant is engaged in commerce within the meaning of Connecticut General Statutes § 42-110a(4).

35. The Defendant, by and through its officers, employees and/or agents made material misrepresentations to the Plaintiffs with respect to severance payments it would make to the Plaintiffs upon their termination for Good Reason, and made false promises of a character likely to influence, persuade or induce the procurement of the Employment Agreements.

36. The actions of the Defendant constitutes unfair and/or deceptive acts or practices which violate C.G.S. § 42-110a *et seq.* in that they offend public policy as it has been established by statutes, the common law, or otherwise, or was within at least the penumbra of some common law, statutory or other established concept of unfairness; were immoral, unethical, oppressive or unscrupulous; and caused substantial injury to the Plaintiffs which the Plaintiffs could not reasonably have avoided and which were not outweighed by any countervailing benefits to consumers or competition that they produced.

37. The acts of the Defendant described above were done with a reckless indifference to the rights of the Plaintiffs or were an intentional and wanton violation of these rights.

38. The actions of the Defendant described above have caused the Plaintiffs to suffer an ascertainable loss of money or property and actual damages.

39. A copy of this Complaint has been forwarded to the Commissioner of Consumer Protection through his designee, the Attorney General of the State of Connecticut.

40. As a direct and proximate cause of the Defendant's actions, as aforesaid, the Plaintiffs have suffered damages.

COUNT SIX: (Unjust Enrichment) (As to all Defendants)

1. Plaintiff, Daniel "Dan" Emmans ("Dan Emmans"), is an individual with an address at 176 Hidden Pond Drive, Watertown, Connecticut 06795.

2. Plaintiff, Jennifer Mandzuk, is an individual who resides at 4 Hipp Road, New Milford, CT 06776. Mandzuk was Theraplant's Chief Administrative Officer, and then in July of 2022 when Dan Emmans left the company, Mandzuk was made CEO of the Company.

3. Defendant, Theraplant, LLC, is a Connecticut limited liability company with an office at 111 Broadway, Amityville, NY 11701 (hereinafter also referred to as "Theraplant").

4. As of November 27, 2021, Theraplant is a wholly-owned subsidiary of the Greenrose Acquisition Corp.

5. Theraplant is a licensed grower and producer of cannabis brands and products in the State of Connecticut.

6. Theraplant's cannabis activities are licensed by the Connecticut Department of Consumer Protection.

7. On or about November 26, 2021, Dan Emmans entered into an Employment Agreement with Theraplant, whereby Emmans and Theraplant agreed to certain terms and conditions of Dan Emmans' employment as outlined in their Employment Agreement (see **Exhibit 1** attached hereto and made a part hereof) (the "Emmans Employment Agreement").

8. On or about November 26, 2021, Jennifer Mandzuk entered into an Employment Agreement with Theraplant, whereby they agreed to certain terms and conditions of Jennifer Mandzuk's employment as outlined in their Employment Agreement (see **Exhibit 2** attached hereto and made a part hereof)(the "Mandzuk Employment Agreement").

9. Plaintiff Emmans worked for the Defendant as its Regional President of the Company during the period November 26, 2021 through July 18, 2022.

10. On or about July 18, 2022, the Plaintiff terminated his employment with Theraplant for "Good Reason" (as defined in that certain Employment Agreement dated November 26, 2021 (the "Emmans Employment Agreement").

11. On or about December 17, 2022, Plaintiff Mandzuk terminated her employment with Theraplant for "Good Reason" (as defined in that certain Employment Agreement dated November 26, 2021 (the "Mandzuk Employment Agreement").

12. Upon termination for "Good Reason," pursuant to Section 6(d) of the Emmans and Mandzuk Employment Agreements, Theraplant agreed to pay severance to the Plaintiffs for up to twelve (12) months from termination in accordance with the Defendant's standard payroll schedule (the "Severance Period") as follows:

As to Dan Emmans:

- a. Base Compensation of Mr. Emmans' Base Compensation in effect as of July 18, 2022 (\$350,000.00 annually); and
- b. the cost of COBRA continuation coverage for the Plaintiff and his eligible dependents during the Severance Period.

As to Jennifer Mandzuk:

c. Base Compensation of Ms. Mandzuk's Base Compensation in effect as of July 18, 2022 (\$375,000.00 annually); and

d. the cost of COBRA continuation coverage for the Plaintiff and her eligible dependents during the Severance Period.

13. After July 18, 2022, Theraplant breached its Employment Agreement with Plaintiff Emmans in one or more of the following ways:

a. Theraplant failed to pay the Plaintiff his Base Compensation in effect as of July 18, 2022 (\$350,000.00 annually) during the Severance Period;

14. After January 16, 2023, Theraplant breached its Employment Agreement with Plaintiff Mandzuk in one or more of the following ways:

a. Theraplant failed to pay Plaintiff Mandzuk her Base Compensation in effect as of July 18, 2022 (\$375,000.00 annually) during the Severance Period; and/or

b. Theraplant failed to pay Plaintiff Mandzuk for all of the cost of COBRA continuation coverage for the Plaintiff and his eligible dependents.

15. Defendant, Theraplant's actions, as set forth above, in failing to pay Mr. Emmans his Base Compensation severance constitutes a breach of the Emmans' Employment Agreement.

16. Defendant, Theraplant's actions, as set forth above, in failing to pay Ms. Mandzuk her Base Compensation severance and her COBRA continuation coverage constitute a breach of the Mandzuk Employment Agreement.

17. Despite demand, Defendant, Theraplant, has failed, neglected and/or refused to pay the Plaintiffs all of the amounts owed to them.

18. The Defendant remains in possession of money and/or property belonging to the Plaintiffs.

19. The Defendant wrongfully detained the aforementioned money and/or property of the Plaintiffs, and has no valid or justifiable basis on which to retain or otherwise keep said money and/or property belonging to the Plaintiffs.

20. As a result of the foregoing, the Defendant has been unjustly enriched by its receipt and retention of the money and/or property belonging to the Plaintiffs and retained by the Defendant's actions, as aforesaid.

21. Thus, the Defendant has received a benefit for which it unjustly did not pay.

22. The Defendant's failure to pay for that benefit was to the Plaintiffs' detriment.

23. As a direct and proximate cause of the Defendant's actions, as aforesaid, the Plaintiffs have suffered damages.

COUNT SEVEN: (Failure to Pay Wages)

1. The Plaintiffs re-state and re-allege the allegations of Paragraphs 1 through 18 of COUNT ONE, as Paragraphs 1 through 18 of this COUNT SEVEN, as if more fully and completely set forth herein.

19. The amounts sought by the Plaintiffs, as set forth above, are wages pursuant to Connecticut law.

20. As set forth above, the Defendant has failed to pay the Plaintiffs' wages in violation of the provisions of Conn. Gen. Stat. §§ 31-71a to 31-71i, inclusive.

21. The acts and actions of the Defendant were arbitrary, unreasonable, knowing, intentional, wrongful and malicious, and were made in bad faith, all as set forth in this Complaint.

22. By failing to pay the Plaintiffs' wages, the Defendant is liable for double damages pursuant to Conn. Gen. Stat. § 31-72, *et seq.*

23. As a direct and proximate cause of the Defendant's actions, as aforesaid, the Plaintiffs have suffered damages.

WHEREFORE, the Plaintiffs pray for judgment as follows:

AS TO **COUNT ONE**: (Breach of Contract)

1. Money damages;
2. Interest pursuant to C.G.S. § 37-3a;
3. Costs;
4. Reasonable attorney's fees; and
5. Such other and further relief, either legal or equitable, which the Court deems just and proper.

AS TO **COUNT TWO**: (Breach of the Duty of Good Faith and Fair Dealing)

1. Money damages;
2. Interest pursuant to C.G.S. § 37-3a;
3. Costs;
4. Reasonable attorney's fees; and
5. Such other and further relief, either legal or equitable, which the Court deems just and proper.

AS TO **COUNT THREE**: (Negligent Misrepresentation)

1. Money damages;
2. Interest pursuant to C.G.S. § 37-3a;
3. Costs;
4. Reasonable attorney's fees; and
5. Such other and further relief, either legal or equitable, which the Court deems just and proper.

AS TO **COUNT FOUR**: (Fraudulent Misrepresentation)

1. Money damages;
2. Punitive damages;
3. Interest pursuant to C.G.S. § 37-3a;
4. Costs;
5. Reasonable attorney's fees; and
6. Such other and further relief, either legal or equitable, which the Court deems just and proper.

AS TO **COUNT FIVE**: (CUTPA – C.G.S. § 42a – 110b)

1. Money damages;
2. Interest pursuant to C.G.S. § 37-3a;
3. Punitive damages;
4. Punitive damages pursuant to Conn. Gen. Stat. § 42-110g(a);
5. Costs and reasonable attorney's fees pursuant to Conn. Gen. Stat. § 42-110g(d); and
6. Such other and further relief, either legal or equitable, which the Court deems just and proper.

AS TO **COUNT SIX**: (Unjust Enrichment)

1. Money damages;
2. Interest pursuant to C.G.S. § 37-3a;
3. Costs;
4. Reasonable attorney's fees; and
5. Such other and further relief, either legal or equitable, which the Court deems just and proper.

AS TO **COUNT SEVEN**: (Failure to Pay Wages)

1. Money damages;
2. Punitive damages;
3. Double damages pursuant to C.G.S. § 31- 72, et seq.
4. Attorney's fees and costs pursuant to C.G.S. § 31- 72, et seq.
5. Interest pursuant to C.G.S. § 37-3a;
6. Costs;
7. Reasonable attorney's fees; and
8. Such other and further relief, either legal or equitable, which the Court deems just and proper.

**THE PLAINTIFFS -
DANIEL “DAN” EMMANS
and JENNIFER MANDZUK**

By /s/103001
John M. Wolfson
Benjamin M. Wattenmaker
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	:	OF WATERBURY
Plaintiffs,	:	
	:	AT WATERBURY
vs.	:	
	:	
THERAPLANT, LLC,	:	
	:	
Defendant.	:	MARCH 7, 2024

STATEMENT OF AMOUNT IN DEMAND

The amount in demand, exclusive of interest and costs, is greater than Two Thousand Five Hundred and 00/100 (\$2,500.00) Dollars. The Plaintiff demands equitable relief in addition to money damages.

**THE PLAINTIFFS -
DANIEL "DAN" EMMANS
and JENNIFER MANDZUK**

By /s/ 103001
 John M. Wolfson
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CERTIFICATION

I certify that a copy of the above was or will immediately be **mailed via U.S. Mail, postage prepaid**, or delivered electronically or non-electronically on **March 7, 2024** to all counsel and self-represented parties of record and that written consent for electronic delivery was received from all counsel and self-represented parties of record who were or will immediately be electronically served.

103001

John M. Wolfson

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (this "Agreement"), dated as of November 26, 2021 (the "Effective Date") by and between Theraplant, LLC, a Connecticut limited liability company (the "Company" or "Theraplant") and Dan Emmans ("Employee") sets forth the terms and conditions of Employee's employment with the Company.

WHEREAS, Greenrose Acquisition Corp ("Greenrose"), GNRS CT Merger Sub LLC ("Merger Sub") and the Company entered into an Agreement and Plan of Merger (the "Merger Agreement") dated March 12, 2021 pursuant to which the Company merged with and into Merger Sub, with the Company being the surviving entity and a wholly-owned subsidiary of Greenrose;

WHEREAS, it is a condition to the closing of the transactions contemplated by the Merger Agreement for the Company and the Employee to enter into this Agreement; and

WHEREAS, the Company wishes to employ Employee in the capacities and on the terms and conditions set out below, and Employee has agreed to enter into such employment, in the capacities and on the terms and conditions set forth below.

NOW, THEREFORE, the Company and Employee, in consideration of the respective covenants set out below and for other good and valuable consideration and sufficiency of which are hereby acknowledged, hereby agree as follows:

1. Term; At-Will. The term of the Employee's employment shall be for a period of three (3) years, commencing on the Effective Date and subject to earlier termination as provided in Section 6 hereof (the "Initial Term"). At the conclusion of the Initial Term, this Agreement shall automatically renew for successive one (1) year terms (each, a "Renewal Term") unless either party gives the other written notice of non-renewal at least sixty (60) days' prior to the end of the Initial Term or a Renewal Term (as the case may be) and subject to earlier termination as provided in Section 6 hereof. When used herein, the term "Term" shall mean the Initial Term together with any Renewal Terms (if any). Subject to Section 6(a)(iii) and 6(a)(iv), respectively, Employee shall be employed at will, meaning that either the Company or the Company may terminate this Agreement and the Company's employment at any time for any reason or no reason, with or without cause, subject to the terms of this Agreement.

2. Duties and Responsibilities. Employee will serve the Company in the capacity of Regional – President (the "Position") of the Company and will perform such duties, services, and tasks customary of a Regional – President and as otherwise requested and detailed by the Board of Directors of the Company (the "Board"); provided however that notwithstanding the foregoing, any duties, services, and tasks which the Board may request of the Employee and which are beyond the scope of the duties, services and tasks which Employee performed for the Company prior to the consummation of the merger transaction pursuant to the Merger Agreement will require the affirmative approval of Employee in his sole discretion. During Employee's employment with the Company, Employee shall devote his full business time, attention and ability to the performance of his duties hereunder and during the Term, Employee shall not be employed in any other

capacity. Notwithstanding anything herein or in the Non-Competition Agreement (as defined below) attached hereto as Exhibit A, Employee:

a. may engage in any other activity unrelated to the business of growing, producing, distributing or selling (whether for retail or wholesale) cannabis or any extract or derivative thereof, including, but not limited to, hemp, cannabidiol or tetrahydrocannabinol (the "Cannabis Industry"), whether for remuneration or not, that (i) does not materially interfere with, or otherwise materially breach, any of Employee's duties and obligations to the Company, and (ii) does not materially and adversely affect Employee's performance of his duties and obligations under this Agreement;

b. may continue to own, provide services to, be employed by, consult with, and otherwise participate in the activities in Northeast Bioindustries LLC or any wholly owned subsidiary thereof (collectively, "Northeast Bio"), it being agreed and understood that Employee is as of the date of this Agreement an equity owner of Northeast Bio and that Northeast Bio and Greenrose will negotiate in good faith Greenrose's minority equity position in any Cannabis Industry activities of Northeast Bio;

c. may continue to own, provide services to, consult with, and otherwise participate in the activities in The Emmans Group, an entity wholly owned by Employee which since 2013 has made investments in the Cannabis Industry and otherwise;

d. whether, directly or indirectly, may be a passive owner of not more than five percent (5%) of the equity securities of (i) a publicly traded company whether engaged in competition with the Company or otherwise, and/or (ii) a private company whether engaged in competition with the Company or otherwise.

3. Compensation.

a. *Base Salary.* The Company shall pay Employee an annual salary of Three Hundred Fifty Thousand Dollars (\$350,000.00) (the "Base Compensation"), payable in accordance with the Company's normal payroll practices and subject to applicable taxes and withholding.

b. *Equity Grants.* Subject to the approval of the Board of Directors of Greenrose, Greenrose may grant Employee stock options to purchase shares (the "Option Shares") of Greenrose common stock in connection with (i) the Employee's individual performance and/or (ii) the performance of the Company and Greenrose. Such Option Shares shall be issued pursuant to, and subject to the terms and conditions of the Greenrose's to be adopted 2021 Equity Incentive Plan (the "Equity Plan") and a stock option agreement (the "Option Agreement") to be entered into with the Greenrose. The Option Shares shall vest as set forth in the Option Agreement. The adoption and implementation of the Equity Plan is subject to, and conditioned on, the approval of the Equity Plan by the Greenrose's shareholders.

c. *Long-Term Bonus.* The Employee will be eligible to participate in Greenrose's to be adopted long-term bonus incentive plan which, among other things, will contemplate the payment on an annual basis a deferred bonus ("Long Term Bonus"). The Long-Term Bonus, if authorized by the Board and the Board of Directors of Greenrose, will be paid in

the form of an Equity Award under the Equity Plan from an aggregate bonus pool equal to approximately ten percent (10%) of divisional net profit after taxes of Theraplant (the "Long-Term Bonus Pool"). The Employee's Long-Term Bonus and any Equity Award related thereto shall be determined by the Board and the Board of Directors of Greenrose in consultation with the Employee. If authorized, the Employee shall have discretion as to the distribution of Long Term Bonuses to other Company employees. All Long-Term Bonuses shall be subject to vesting schedule as detailed below ("Vesting Schedule") and paid from the Long-Term Bonus Pool. The Long-Term Bonus will be based on both the Employee's individual performance based on the achievement of agreed upon performance levels and the performance of the Company. It is anticipated the Long-Term Bonus Pool and any Long-Term Bonus, if any, with respect to any given year, if any, will be established and then paid in the second quarter of the following year and shall be subject to all required tax withholdings. The date of payment of the Long-Term Bonus shall be referred herein as the "Payment Date". To be eligible for a Long Term Bonus the Employee must be employed on the date of payment of the applicable Long-Term Bonus; provided however that the foregoing requirement shall not apply in the event Employee's employment is terminated by the Company for No Reason, terminated by Employee for Good Reason, non-renewed by Employee due to retirement, or is not renewed by the Company upon expiration of the term. The Vesting Schedule for each Long-Term Bonus issued to Employee shall be as follows: 1/48 each month until the four-year anniversary of the Payment Date.

d. *Annual Bonus.* At the discretion of the Board, an annual cash bonus for the Employee will be determined based on (i) Employee's individual performance during the applicable year with reference to the achievement of agreed upon performance levels and/or (ii) the performance of the Company and/or certain operating subsidiaries of the Company during the applicable year. The amount of any individual bonus is based on the Board's evaluation of individual performance during the applicable year as well as overall Company performance for the given year. It is anticipated that the Company will pay out any annual bonus (or pro rata portion thereof), if any, in the second quarter of the following year and shall be subject to all required tax withholdings. For calendar year 2021, Employee shall be eligible to earn an annual bonus (or pro rata portion thereof) based on the Company's achievement of certain milestones as set forth below, and Employee shall be entitled to a bonus payment (or pro rata portion thereof) (each such payment, a "Milestone Target Bonus") based on the Company's achievement of an annual EBITDA target of Theraplant as detailed below (the "Theraplant Annual EBITDA Target Milestone"). Notwithstanding the foregoing, it shall not be a condition that Employee must be employed on the date of payment of the applicable Milestone Target Bonus in order to earn and be paid the Milestone Target Bonus. Determinations with regards to whether an Theraplant Annual EBITDA Target Milestone has been achieved shall be in the sole discretion of the Company, acting reasonably and in good faith. The Annual EBITDA Target Milestone shall be adjusted and determined annually by the Board its sole discretion and in consultation with the Chief Executive Officer and Chief Financial Officer of the Company. The Company will pay out the Milestone Target Bonus in the second quarter of the following year and shall be subject to all required tax withholdings. The amount of the Milestone Target Bonus shall be determined as set forth opposite the applicable milestone achieved in the tables below:

- 75% of Theraplant Annual EBITDA Target: up to 80% of Base Compensation;
- 76-100% of Theraplant Annual EBITDA Target: up to 1.5x Base Compensation;
- 101-150% of Theraplant Annual EBITDA Target: up to 2x Base Compensation;

- 151-200% Therplant Annual EBITDA Target: up to 2.5 Base Compensation;
- 201%-250% of Therplant Annual EBITDA Target: up to 3.5x Base Compensation;
- 251%-300% Therplant Annual EBITDA, 4.5x salary; or
- >301% of Therplant Annual EBITDA, 5.0x salary.

Following 2021, the Employee's annual Milestone Target Bonus (or portion thereof), if any, shall be determined in accordance with (a) Section 3(d)(i) and 3(d)(ii), including achieving the to be established Annual EBITDA Target Milestones of the Company and paid at the discretion of the Board. For purposes of this Agreement, the definition of EBITDA shall be EBITDA or adjusted EBITDA definition as determined by the Compensation Committee of Greenrose, and such definition shall be consistent with SEC regulations and/or SEC reporting. In connection with the Therplant Annual EBITDA Target Milestone and Milestone Target Bonus, the Compensation Committee of Greenrose may adjust the same for the following: (a) acquisitions and new business ventures (based on the approved model) not initially considered when developing the goal, including (i) the effect of accretion or dilution relating to unbudgeted acquisitions (or dispositions), but only for the first 12 months following the transaction (or shorter time period, if applicable); (ii) any gain, loss or expense related to the disposal of a business or discontinued operations that was not previously considered when contemplating Therplant Annual EBITDA Target Milestones; (iii) unbudgeted acquisition and professional fees and expenses related to closed acquisitions or dispositions incurred in the year of the acquisition or disposition, but only for that year; and (iv) unbudgeted acquisition and professional fees and expenses relating to individual unclosed acquisitions or dispositions, where such fees and expenses exceed \$300,000, in which case all such fees and expenses (from the first dollar) shall be excluded; (b) capital transactions (including capital stock repurchases); (c) restructuring costs incurred related to publicly announced restructuring plans and separately identified in the Company's periodic filings, to the extent the adjustment was not already contemplated in the goal; (d) changes in accounting principles or in applicable laws or regulations; (e) unforeseen events or circumstances affecting the Company; and (f) judgments, settlements or other payments in connection with, or arising from, certain litigation matters as approved by the Compensation Committee;

4. Benefits.

a. *Health and Benefit Plans.* Employee shall be eligible to participate in such medical, dental, disability, life insurance and other benefit plans (including an employer sponsored 401(k) plan) as may be maintained by the Company from time to time that are made available to other employees and/or senior executives, on the terms and conditions set forth in such plans; provided that (i) such plans provide substantially similar or better benefits than the Company's existing plans, and (ii) the Company shall not substitute or replace Employee's existing medical plan without the Employee's express prior written consent.

b. *Vacation.* Employee shall be entitled to vacation in accordance with the Company's vacation policy as in effect from time to time.

c. *Sick Leave.* Employee shall be entitled to five (5) days of paid sick leave pursuant to Company policy.

d. Reimbursement for Business Expenses. Upon submission to the Company of appropriate documentation and support within not less than thirty (30) days following incurring such expense, Employee shall be reimbursed, in accordance with the Company's expense reimbursement policy, for all reasonable business expenses incurred in connection with Employee's performance of services for the Company. Any expense or expenditure that individually or in the aggregate exceeds One Thousand Dollars and 00/100 Dollars (\$1,000.00) requires the prior written approval.

5. Representations and Warranties. Employee represents, warrants and covenants to the Company that Employee is free to enter into this Agreement and provide the services contemplated hereunder and the engagement hereunder does not conflict with or violate, and will not be restricted by, any pre-existing business relationship or agreement to which the Employee is a party or otherwise is bound.

6. Termination.

a. Generally. Either the Company or the Employee may terminate Employee's employment with the Company for any of the following reasons, with or without any prior notice (and such notice shall not be required) unless otherwise indicated:

i. The Employee's employment under this Agreement shall terminate immediately upon the Employee's death, subject to Section 6(b) hereof.

ii. Employee's act or omission that constitutes "Cause." For purposes hereof, "Cause" shall mean: (i) Employee's willful failure to perform the established duties of the Position (other than any such failure resulting from incapacity due to physical or mental illness), within ten (10) days after written notice from the Board; (ii) Employee's willful engagement in illegal conduct, or gross misconduct; (iii) willful actions by Employee constituting embezzlement, misappropriation, or fraud, whether or not related to the Employee's employment with the Company; (iv) Employee's conviction of or plea of guilty or nolo contendere to a crime that constitutes a felony (or state law equivalent) or a crime that constitutes a misdemeanor involving moral turpitude; (v) Employee's breach of Section 2 hereof or any other material obligation under this Agreement and failure to cure such material breach within ten (10) days after written notice from the Board; or (vi) a breach of the Non-Competition and Non-Solicitation Agreement by and between the Company and Greenrose of even date herewith and attached hereto as Exhibit A and incorporated herein by reference ("Non-Competition Agreement"); *provided* that the Company hereby acknowledges and agrees that Employee's engagement in, or facilitation of, business in or with respect to the marijuana industry in accordance with applicable State law shall not constitute "Cause" hereunder.

iii. Employee's "Disability" or resignation; provided that in the case of such resignation Employee shall have provided the Company with at least twenty-one (21) days prior written notice and upon receipt of such notice, the Company may elect, in its discretion, to terminate the employment of Employee at any time following such notice. In the event the Company elects to terminate the Employee following notice, the Employee's pay and benefits (subject to customary employee participation) shall continue to be paid during the notice period or the expiration of the term, whichever comes first. Termination by the Employer in such

circumstances shall only entitle the Employee to the pay and benefits described in this Section 6(a)(iii), and shall not entitle the Employee to Severance benefits as provided in Section 6(d)(i). For purposes hereof, "Disability" shall mean Employee's failure to substantially perform his duties hereunder for either three (3) consecutive months or an aggregate of three (3) months in any rolling twelve (12) month period, as determined by the Board acting in good faith.

iv. Termination by the Company with No Reason. The Company shall have the right to terminate the Employee's employment hereunder prior to the expiration of the Term on sixty (60) days prior written notice from the Company for "No Reason," subject to Section 6(d) hereof.

v. Termination by the Employee without Good Reason. The Employee shall have the right to terminate the Employee's employment hereunder prior to the expiration of the Term on sixty (60) days prior written notice to the Company, subject to Section 6(c) hereof.

vi. By Employee for Good Reason. For purposes hereof, "Good Reason" shall mean the occurrence of any of the following without the Employee's written consent: (i) a reduction in the Employee's Base Compensation or targeted bonus; (ii) a relocation of Employee's principal place of employment by more than twenty-five (25) miles from 856 Echo Lake Road, Watertown, Connecticut; (iii) a material breach by the Company of any provision of this Agreement or any other agreement between the Company and Employee; (iv) an adverse change in Employee's title, duties, responsibilities or authority (other than temporarily while Employee is physically or mentally incapacitated or as required by applicable law); (v) engagement by the Company of illegal activity (exclusive of U.S. federal laws as such relate, either directly or indirectly, to the cultivation, harvesting, production, distribution, sale and possession of cannabis, marijuana or related substances or products containing or relating to the same); (vi) failure of the Company in any year to either (A) make ten percent (10%) of divisional net profit after taxes of the Company available to Employee through the Long Term Bonus Pool or (B) pay to Employee an Annual Bonus of five times Employee's Base Compensation; or (vii) any purported termination of Employee's employment that is not effected in accordance with the applicable provisions of this Agreement.

A termination of employment will not be considered a termination with Good Reason unless (x) the Employee, within sixty (60) days following the occurrence of the condition giving rise to Good Reason, notifies the Company in writing of his intent to terminate with Good Reason; (y) the Company fails to cure such condition within twenty (20) days after being so notified; and (z) the Employee actually terminates no later than thirty (30) days after the end of such twenty (20)-day cure period.

Immediately upon the effective date of any termination of Employee's employment with the Company for any reason, the Employee shall be deemed to have resigned automatically from any and all offices Employee holds at the Company or any affiliate of the Company including, if applicable, as a member of the Board.

b. *Payments Upon Death of Employee.* In cases of termination by the Company for Death of the Employee, Employee shall be paid any unpaid Base Compensation, vacation accrual due and owed for periods prior to the termination, any outstanding expense

reimbursements, and any Long Term Bonus and Annual Bonus, to the extent earned, and, his estate shall be entitled to receive any payments under any applicable life (other than key man life insurance in favor of the Company) or disability insurance plans that are properly payable that have not been paid.

c. *Payments Upon Termination by the Company for Cause, or by Employee Without Good Reason.* In cases of termination by the Company for Cause, or by Employee without Good Reason, Employee shall be paid any unpaid Base Compensation and vacation accrual due and owed for periods prior to the termination and any outstanding expense reimbursements.

d. *Payments Upon a Termination by the Company with No Reason or by Employee for Good Reason.* Upon the termination of Employee's employment by the Company without Cause, or by Employee for Good Reason, Employee shall be paid any unpaid Base Compensation and vacation accrual due and owed for periods prior to the termination and any outstanding expense reimbursements. Employee shall be paid the unpaid base and pending expense reimbursements, and the Company, subject to the limitations set forth in this Section 6(d), shall provide Employee the following severance for up to twelve (12) months from the termination in accordance with the Company's standard payroll schedule (the "Severance Period");

i. the Base Compensation in effect at the time, payable in installments over the Severance Period beginning on the first payroll date following the expiration of the Revocation Period (as defined below), and including any missed installments between the date of termination of employment and the first such payment date; and

ii. the cost of COBRA continuation coverage for Employee and his eligible dependents during the Severance Period (subject to Employee's payment of premiums at the active employee rate), payable beginning on the first payroll date following the expiration of the Revocation Period referenced below, and including any missed installments between the date of termination of employment and the first such payment date; provided that in the event that Employee obtains other employment that offers group health benefits, such payments by the Company under this Section 6(d)(ii) shall immediately cease (collectively, the "Severance Compensation").

Notwithstanding anything herein or in the Non-Competition Agreement to the contrary, in the event that Employee's employment hereunder is terminated by the Company without Cause, or by the Employee for Good Reason, the Employee may elect to either (i) accept the Severance Compensation in accordance with the terms hereof or (ii) decline such Severance Compensation and in such case all restrictions against competition set forth in the Non-Competition Agreement shall cease and be of no further force or effect upon the date of termination of Employee's employment. Notwithstanding the foregoing, the prohibitions with respect to non-solicitation in Non-Competition Agreement shall remain in full force and effect. For the sake of clarity, (i) if Employee accepts Severance Compensation during the Severance Period, Employee shall be restricted from competing against the Company during that period of time during the Severance Period in which Employee accepts Severance Compensation from the Company and (ii) if the Company in good faith determines that Employee is competing against the Company while accepting Severance Compensation during the Compensation Period, Company's obligation to pay Severance Compensation Employee shall immediately cease.

7. Severance Compensation shall be payable on the dates on which such amounts would have been paid had Employee continued his employment hereunder. In addition, Severance Compensation shall only be paid if the Employee (i) executes a general release (in a form reasonably satisfactory to the Company) of any and all claims against the Company and its affiliates, and continues to comply with the terms and conditions set forth in Non-Compete Agreement, (ii) promptly returns all Company property, whether tangible or electronic property, including but not limited to keys, access cards, computers, phones, and (iii) otherwise abides by the Company's electronic data / information policies, if any. Employee will be provided a period of at least twenty-one (21) days to consider whether to execute a general release, and will be provided a seven (7) day post-execution period in which his agreement to it may be revoked ("Revocation Period").

8. Confidentiality.

a. For purposes of this Agreement, "Confidential Information" is and shall be trade secrets, knowledge, data or other confidential, secret or proprietary information of the Company relating to trade secrets, discoveries, inventions, products and product development, processes, practices, methods, techniques, knowledge, know-how, information relating to governmental relations, technical or other data, designs, formulas, test data, customer and supplier lists, business plans, marketing or manufacturing plans and strategies, and product pricing strategies or other subject matter pertaining to any business of the Company or any of its clients, customers, consultants, licensees, subsidiaries or affiliates, that, in any case, is not otherwise generally available to the public or has not been disclosed by the Company to others not subject to confidentiality agreements, which Employee may produce, obtain or otherwise learn of during the course of Employee's employment and/or association with the Company, and whether produced, obtained, or learned of prior to, as of or following the date hereof. Confidential Information shall not include information which (i) is, or becomes, generally known or available, to the public without breach of any obligation of confidentiality owing to the Company; (ii) becomes available to Employee on a non-confidential basis from a third party that is not bound by a confidentiality agreement with or subject to any obligation or duty of confidentiality to the Company; (iii) was in Employee's possession before Employee's employment with the Company; (iv) was or is independently developed by Employee. or (v) is required by applicable law, rule, regulation or court order to be disclosed, provided that Employee shall provide the Company with prompt written notice of any such order prior to disclosure so that appropriate protective orders may be sought.

b. At all times both during the Employee's employment with the Company and thereafter, the Employee shall keep confidential and agrees not to deliver, reproduce, disclose or in any way willfully allow any such Confidential Information to be delivered to or used by any third parties for any purpose (including any purpose harmful to the interests of the Company) except: (i) while employed by the Company and solely in the business of and for the benefit of the Company; (ii) when required to do so by a court of competent jurisdiction, by any governmental agency having supervisory authority over the business of the Company, or by any administrative body or legislature body (including a committee thereof) with jurisdiction to order the Company to divulge, disclose or make accessible such information; (iii) with the specific direction, authorization or consent of a duly authorized representative of the Company; or (iv) for the purpose of disclosing the post-employment restrictions in this Agreement to any potential new employer.

c. Upon the termination of Employee's employment with the Company, Employee shall promptly surrender and deliver to the Company all records, materials, equipment, drawings, documents, lab notes and books and data of any nature (electronic or otherwise) describing, including or pertaining to any Confidential Information, and Employee will not take with him any description containing or pertaining to any Confidential Information which Employee may produce or obtain during the course of his services. The terms of this paragraph shall survive termination of this Agreement. Notwithstanding the foregoing, Employee may retain his personal contacts, personal compensation data, agreements relating to the Employee's equity rights and, subject to prior approval by the Company, which approval shall not be unreasonably withheld, any documents reasonably needed for tax return preparation purposes.

d. Notice of Immunity Under the Economic Espionage Act of 1996, as amended by the Defend Trade Secrets Act of 2016 (the "DTSA"). Notwithstanding any other provision of this Agreement:

i. The Employee will not be held criminally or civilly liable under any federal or state trade secret law for any disclosure of a trade secret that:

(1) is made (A) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (B) solely for the purpose of reporting or investigating a suspected violation of law; or

(2) is made in a complaint or other document filed under seal in a lawsuit or other proceeding.

ii. If the Employee files a lawsuit for retaliation by the Company for reporting a suspected violation of law, the Employee may disclose the Company's trade secrets to the Employee's attorney and use the trade secret information in the court proceeding if the Employee:

(1) files any document containing trade secrets under seal; and

(2) does not disclose trade secrets except pursuant to court order.

e. Nothing herein shall prevent Employee from making a report, or bringing a claim, to any governmental agency, including the U.S. Equal Employment Opportunity Commission, the National Labor Relations Board, the U.S. Department of Justice, or the Attorney General of the State of Connecticut.

f. The Employee and the Company agree that this covenant regarding confidential information is a reasonable covenant under the circumstances and further agree that if in the opinion of any court of competent jurisdiction, such covenant is not reasonable in any respect, such court shall have the right, power and authority to excise or modify such provision or provisions of this covenant as to the court shall appear not reasonable and to enforce the remainder of the covenant as so amended.

9. Work Made for Hire; Assignment. Employee agrees that any written program materials, protocols, research papers, other writings, as well as improvements, inventions, new techniques, programs or products ("Work") made or developed by Employee within or after normal working hours relating to the business or activities of Employer or any of its subsidiaries, shall be deemed to have been made or developed by Employee solely for the benefit of Employer and will be considered "work made for hire" within the meaning of the United States Copyright Act, Title 17, United States Code, which vests all copyright interest in and to the Work in the Employer. In the event, however, that any court of competent jurisdiction finally declares that the Work is not or was not a work made for hire as agreed, Employee agrees to assign, convey, and transfer to the Employer all right, title and interest Employee may presently have or may have or be deemed to have in and to any such Work and in the copyright of such work, including but not limited to, all rights of reproduction, distribution, publication, public performance, public display and preparation of derivative works, and all rights of ownership and possession of the original fixation of the Work and any and all copies. Additionally, Employee agrees to execute any documents necessary for Employer to record and/or perfect its ownership of the Work and the applicable copyright.

10. Non-Competition and Non-Solicitation Agreement. The parties hereto acknowledge that Employee and Company are parties to that certain Non-Competition Agreement entered into in connection with the execution of the Merger Agreement.

11. Entire Agreement/Amendments. This Agreement embodies the entire understanding with respect to the subject matter hereof and supersedes all prior understandings and communications with respect to the matters herein. This Agreement may not be modified except in writing signed by Employee and a duly authorized officer of the Company.

12. Governing Law. The validity, interpretation, construction, performance, and enforcement of this Agreement shall be governed by the laws of the State of Connecticut, without reference to its choice of law rules, except for the arbitration provision which shall be governed by the Federal Arbitration Act.

13. Jury Trial Waiver/Arbitration

a. THE PARTIES EXPRESSLY AND KNOWINGLY WAIVE ANY RIGHT TO A JURY TRIAL IN THE EVENT ANY ACTION ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE EMPLOYEE'S EMPLOYMENT WITH THE COMPANY IS LITIGATED OR HEARD IN ANY COURT.

b. The parties agree that this Agreement, and all matters or disputes relating to the validity, construction, performance or enforcement hereof, and all matters relating to the to the Employee's employment hereunder or the termination of such employment (whether or not based on contract, tort or upon any federal, state or local statute, including but not limited to claims asserted under the Age Discrimination in Employment Act, as amended, Title VII of the Civil Rights Act of 1964, as amended, any state Fair Employment Practices Act, and/or the Americans with Disabilities Act, as amended), shall be resolved exclusively through mediation/arbitration by the American Arbitration Association ("AAA") in the County of Hartford, State of Connecticut in accordance with the AAA's Employment Arbitration Rules and Mediation Procedures.

c. In the event of a breach or threatened breach of Sections 8, 9, or 10 of this Agreement, the Employee hereby consents and agrees that the Company shall be entitled to seek from the arbitrator, in addition to other available remedies, a temporary or permanent injunction or other equitable relief against such breach or threatened breach, without the necessity of showing any actual damages or that money damages would not afford an adequate remedy, and without the necessity of posting any bond or other security. The aforementioned equitable relief shall be in addition to, not in lieu of, legal remedies, monetary damages, or other available forms of relief.

d. Any action or proceeding by either of the parties to enforce the arbitration provision of this Agreement shall be brought only in a state or federal court located in the County of Hartford, State of Connecticut. The parties hereby irrevocably submit to the non-exclusive jurisdiction of such courts and waive the defense of inconvenient forum to the maintenance of any such action or proceeding in such venue.

14. Section 409A. The parties intend for the payments and benefits under this Agreement to be exempt from Section 409A of the Internal Revenue Code of 1986, as amended ("Section 409A") or, if not so exempt, to be paid or provided in a manner which complies with the requirements of such section, and intend that this Agreement shall be construed and administered in accordance with such intention. For purposes of the limitations on nonqualified deferred compensation under Section 409A, each payment of compensation under this Agreement shall be treated as a separate payment of compensation. Without limiting the foregoing and notwithstanding anything contained herein to the contrary, if the Employee is deemed on the date of termination to be a "specified employee" within the meaning of that term under Section 409A(a)(2)(B), then with regard to any payment or the provision of any benefit that is considered deferred compensation under Section 409A payable on account of a "separation from service," such payment or benefit shall not be made or provided until the date which is the earlier of (A) the expiration of the six (6)-month period measured from the date of such "separation from service" of the Employee, and (B) the date of the Employee's death, to the extent required under Section 409A. Upon the expiration of the foregoing delay period, all payments and benefits delayed pursuant to this Section 14 (whether they would have otherwise been payable in a single sum or in installments in the absence of such delay) shall be paid or reimbursed to the Employee in a lump sum, and any remaining payments and benefits due under this Agreement shall be paid or provided in accordance with the normal payment dates specified for them herein. Any form of the word "termination" (e.g., "terminated") with respect to the Employee's employment, shall mean a separation from service within the meaning of Section 409A and the regulations thereunder. To the extent that reimbursements or other in-kind benefits under this Agreement constitute "nonqualified deferred compensation" for purposes of Section 409A, (A) all expenses or other reimbursements hereunder shall be made on or prior to the last day of the taxable year following the taxable year in which such expenses were incurred by the Employee, (B) any right to reimbursement or in-kind benefits shall not be subject to liquidation or exchange for another benefit, and (C) no such reimbursement, expenses eligible for reimbursement, or in-kind benefits provided in any taxable year shall in any way affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other taxable year. Notwithstanding any other provision of this Agreement to the contrary, in no event shall any payment under this Agreement that constitutes "nonqualified deferred compensation" for purposes of Section 409A be subject to offset by any other amount unless otherwise permitted by Section 409A.

15. Waiver of Claims Against the Trust. As a condition of this Agreement, Employee irrevocably waives any potential claim or right to the trust established by Greenrose in connection with its initial public offering in the initial amount of One Hundred Seventy-Two Million Five Hundred Thousand and 00/100 Dollars (\$172,500,000) (the "Trust") and any of the assets held by the Trust.

16. General Provisions.

a. *Notices.* All notices and other communications hereunder shall be in writing or by written telecommunication, and shall be deemed to have been duly given if delivered personally or if sent by overnight courier or by certified mail, return receipt requested, postage prepaid or sent by written telecommunication or telecopy, to the relevant address set forth below, or to such other address as the recipient of such notice or communication shall have specified in writing to the other party hereto, in accordance with this Section.

If to the Company, to:

Greenrose Acquisition Corp
111 Broadway
Amityville, NY 11701
Attn: William F. Harley III
Email: mickey@greenrosecorp.com

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

Tarter Krinsky & Drogin LLP
1350 Broadway, 11th Fl.
New York, NY 10018
Attn: Guy N. Molinari, Esq.

If to Employee, at his last residence shown on the records of the Company or to such address as the Employee may designate in writing.

Any such notice shall be effective (i) if delivered personally, when received, (ii) if sent by overnight courier, when receipted for, (iii) if mailed, five (5) days after being mailed, and (iv) on confirmed receipt if sent by email or fax.

b. *Captions.* Captions and headings of the sections and paragraphs of this Agreement are intended solely for convenience and no provision of this Agreement is to be construed by reference to the caption or heading of any section or paragraph.

c. *Severability.* Should any provision of this Agreement be held by a court or arbitrator of competent jurisdiction to be enforceable only if modified, or if any portion of this Agreement shall be held as unenforceable and therefor stricken, such holding shall not affect the validity of the remainder of this Agreement, the balance of which shall continue to be binding upon the parties with any such modification to become a part hereof and treated as though originally set forth in this Agreement. The parties further agree that any such court is expressly

authorized to modify any such unenforceable provision of this Agreement in lieu of severing such unenforceable provision from this Agreement in its entirety, whether by rewriting the offending provision, deleting any or all of the offending provision, adding additional language to this Agreement, or by making such other modifications as it deems warranted to carry out the intent and agreement of the parties as embodied herein to the maximum extent permitted by law. The parties expressly agree that this Agreement as so modified by the court shall be binding upon and enforceable against each of them. In any event, should one or more of the provisions of this Agreement be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and if such provision or provisions are not modified as provided above, this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had not been set forth herein.

d. *Waivers.* No delay or omission by either party hereto in exercising any right, power or privilege hereunder shall impair such right, power or privilege, nor shall any single or partial exercise of any such right, power or privilege preclude any further exercise thereof or the exercise of any other right, power or privilege.

e. *Counterparts.* This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile and .pdf signatures of this Agreement shall be considered originals for purposes of this Agreement.

f. *Assigns.* This Agreement shall be binding upon and inure to the benefit of the Company's successors and Employee's personal or legal representatives, executors, administrators, heirs, distributees, devisees and legatees. This Agreement shall not be assignable by Employee, it being understood and agreed that this is a contract for the Employee's personal services.

g. *Withholding.* The Company shall have the right to withhold from any amount payable hereunder any Federal, state, and local taxes in order for the Company to satisfy any withholding tax obligation it may have under any applicable law or regulation.

h. *Survival.* Upon the expiration or other termination of this Agreement, the respective rights and obligations of the parties hereto shall survive such expiration or other termination to the extent necessary to carry out the intentions of the parties under this Agreement.

17. ACKNOWLEDGMENT OF FULL UNDERSTANDING. THE EMPLOYEE ACKNOWLEDGES AND AGREES THAT HE HAS FULLY READ, UNDERSTANDS AND VOLUNTARILY ENTERS INTO THIS AGREEMENT. THE EMPLOYEE ACKNOWLEDGES AND AGREES THAT HE HAS HAD AN OPPORTUNITY TO ASK QUESTIONS AND CONSULT WITH AN ATTORNEY OF HIS CHOICE BEFORE SIGNING THIS AGREEMENT.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

COMPANY

Theraplant, LLC

By: W F Harley III
Name: William F. Harley III
Title: CEO

EMPLOYEE:

Dan Emmans
Dan Emmans

EXHIBIT A
(Non-Competition Agreement)

NON-COMPETITION AGREEMENT

THIS NON-COMPETITION AGREEMENT (this "Agreement") is being executed and delivered as of November 26, 2021, by Dan Emmans ("Equityholder") in favor and for the benefit of Greenrose Acquisition Corp., a Delaware corporation ("Parent") (together the "Parties"). All capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the Merger Agreement (as defined below).

RECITALS

WHEREAS, Parent, the Company, and GNRS CT Merger Sub LLC, a Delaware corporation and a direct, wholly owned subsidiary of Parent ("Merger Sub"), and Selling Securityholders' Representative have entered into an Agreement and Plan of Merger dated as of the date of this Agreement (the "Merger Agreement"), which provides for, among other things, for Merger Sub to merge with and into the Company, with the Company being the surviving entity;

WHEREAS, Equityholder is employed by the Company;

WHEREAS, Equityholder has a substantial interest in the Company as the holder of a significant number of membership interests of the Company's equity, and, as a result of the Merger, Equityholder shall receive significant consideration in connection with the Merger;

WHEREAS, upon completion of the Merger, Equityholder shall be employed by the Company as Regional – President;

WHEREAS, Parent and Equityholder mutually desire that the entire goodwill of the Company be transferred to Parent as part of the Merger and acknowledge that the parties explicitly considered the value of the goodwill transferred and it was valued as a component of the consideration of the Merger. Parent and Equityholder agree that Parent's failure to receive the entire goodwill contemplated by the Merger would have the effect of reducing the value of the Company to Parent;

WHEREAS, Parent and Equityholder both agree that, prior to the Merger, the Company's business consisted of the cultivation, manufacture, development, production, marketing and sales of products and services related to the Business (as defined below) in the Restricted Territory (as defined below), and Parent represents and Equityholder understands that, following the Merger, Parent will continue conducting the Business in the Restricted Territory; and

WHEREAS, as a condition and mutual inducement to the Merger, and to preserve the value and goodwill of the business being acquired by Parent after the Merger, the Merger Agreement contemplates, among other things, that Equityholder shall enter into this Agreement and that this Agreement shall become effective at the Effective Time (as that term is defined in the Merger Agreement).

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises made herein, Parent and Equityholder hereby agree as follows:

1. Effective Date. This Agreement shall be effective as of the Effective Time. This Agreement shall be null and void if the Merger is not consummated as contemplated in the Merger Agreement.

2. Non-competition. Equityholder acknowledges that in order to protect and preserve the value and goodwill of the business of the Company being transferred to Parent as part of the Merger, a post-termination employment restriction is reasonable, as without such a restriction, Equityholder's employment

or engagement with one of the competitors identified herein would detrimentally, irreversibly, and immeasurably diminish the value and goodwill of the business of the Company. Thus, Equityholder agrees that during (i) the period commencing on the Closing Date and ending on the twelve (12) month anniversary of the Closing Date, (ii) the term of Employee's employment with the Parent or the Company or any subsidiary thereof, and (iii) the six month period commencing on the date Employee ceases to be employed by the Parent or the Company or any subsidiary thereof (such period, the "**Non-Competition Period**"), Equityholder shall not (other than in connection with his employment services to Parent, the Company, or any subsidiary thereof or their respective successors or assigns), without the prior written consent of Parent, directly or indirectly:

(a) engage, on his own behalf or on behalf of any other Person (as defined below), anywhere in the Restricted Territory (as defined below) in any business (including research and development), operations, activities and/or services in the Business;

(b) be or become an officer, director, stockholder, member, owner, affiliate, salesperson, co-owner, partner, trustee, promoter, technician, engineer, analyst, employee, agent, representative, supplier, contractor, consultant, advisor or manager of or to, or otherwise acquire or hold any interest in, or participate in or facilitate the financing, operation, management or control of, any Person engaged in the Business in the Restricted Territory, including the promotion of investments such an entity;

(c) solicit or attempt to solicit any of the Company's customers for a Competitor, or in connection with a Competitor, including any attempts to obtain a confidential customer list or any other Company trade secrets; or

(d) provide any service (as an employee, consultant, or otherwise), product, support, or other assistance to any Competitor in the Restricted Territory;

As used herein, "Competitor" shall mean and include any Person (now existing or hereafter formed) engaged in Business that is conducted by the Company.

Notwithstanding anything herein to the contrary, if Equityholder's employment with the Company is terminated by the Company (or Parent) for No Reason, or by Equityholder for Good Reason (each as defined in Equityholder's employment agreement with the Company ("Employment Agreement")), the Equityholder may either (i) accept the Severance Compensation (as defined in Employment Agreement) or (ii) decline such Severance Compensation and in such case all restrictions against competition set forth in the Non-Competition Agreement shall cease and be of no further force or effect upon the date of termination of Equityholder's employment. Notwithstanding the foregoing, the prohibitions with respect to non-solicitation in Section 3 hereof shall remain in full force and effect. For the sake of clarity, (i) if Equityholder accepts Severance Compensation during the Severance Period Compensation (as defined in Employment Agreement), Equityholder shall be restricted from competing against the Company during that period of time during the Severance Period in which Equityholder accepts Severance Compensation from the Company and (ii) if the Company in good faith determines that Equityholder is competing against the Company while accepting Severance Compensation during the Compensation Period, Company's obligation to pay Severance Compensation to the Equityholder shall immediately cease.

Notwithstanding anything herein to the contrary, nothing in this Agreement shall prevent or restrict Equityholder from any of the following: (i) owning as a passive investment no greater than five percent (5%) of the outstanding shares of the capital equity of an entity (whether public or private) that is engaged in the Business and Equityholder is not otherwise associated with such entity; (ii) being employed by any government agency or non-profit research organization; (iii) becoming associated with, employed by, or otherwise performing services for any person or entity, or subsidiary, subdivision, division, or joint venture of such entity that is a Competitor, where (1) the particular division, subdivision, subsidiary, or business unit that employs Equityholder or for which Equityholder provides services or is associated with is not a

Competitor, or (2) the employment or services provided by Equityholder do not otherwise relate to the Business; (iv) becoming associated with, employed by, or otherwise performing services for any person or entity, or subsidiary, subdivision, division, or joint venture of such entity (including any actions or services provided in forming or developing any such entity) that is not a Competitor, but may do business with or otherwise perform services for a person or entity, or subsidiary, subdivision, division, or joint venture of such entity, as long as Equityholder's services are not related to the Business, (v) engaging in any activity expressly permitted under the Equityholder's employment agreement with the Company (whether such agreement remains in effect or otherwise), or (vi) any activity consented to in writing by Parent, in its sole and absolute discretion.

"Business" means the business of cultivating, producing, manufacturing, marketing, or selling cannabis, in any form, or any derivatives thereof, including, but not limited to, hemp, cannabidiol (CBD) and tetrahydrocannabinol (THC).

"Person" means a natural person, corporation, partnership, or other legal entity, or a joint venture of two or more of the foregoing.

"Restricted Territory" means any state in which the Company or Parent holds a state-issued cannabis license.

3. Non-Solicitation. To preserve the value and goodwill of the business of the Company being transferred to Parent as part of the Merger, Equityholder further agrees that during the period commencing on the Closing Date and ending on the thirty-six (36) month anniversary of the Closing Date or the termination of Equityholder's employment with Parent or the Company or any subsidiary thereof, whichever occurs later (or, in the event any reviewing court finds thirty-six (36) months to be overbroad and unenforceable, ending on the twenty-four (24) month anniversary of the Closing Date or the termination of Equityholder's employment with Parent or the Company or any subsidiary thereof, whichever occurs later) (or, in the event any reviewing court finds twenty-four (24) months to be overbroad and unenforceable, ending on the 12-month anniversary of the Closing Date or the termination of Equityholder's employment with Parent or the Company or any subsidiary thereof, whichever occurs later) (the **"Non-Solicitation Period"**), Equityholder shall not, without the prior written consent of Parent, in its sole and absolute discretion, solicit, encourage, or take any other action, directly or indirectly, that is intended to induce or encourage, or has the effect of inducing or encouraging, any employee of the Company or Parent, or any subsidiary of the Company or Parent, to (i) leave his or her employment with the Company or Parent, or any subsidiary of the Company or Parent, or any of their respective successors or assigns or (ii) engage in any activity in which Equityholder would, under the provisions of Section 2 hereof, be prohibited from engaging. Notwithstanding the foregoing, for purposes of this Agreement, the placement of general advertisements that may be targeted to a particular geographic or technical area but that are not specifically targeted toward employees of the Company or Parent or any subsidiary of the Company or Parent or their respective successors or assigns, and the hiring of any person responding to such general advertisements, shall not be deemed to be a breach of this Section 3.

4. Severability of Covenants. The covenants contained in Section 2 hereof shall be construed as a series of separate covenants, one for each country, province, state, city or other political subdivision of the Restricted Territory. Except for geographic coverage, each such separate covenant shall be deemed identical in terms to the covenant contained in Section 2 hereof. If, in any judicial proceeding, a court refuses to enforce any of such separate covenants (or any part thereof), then Parent, Merger Sub and Equityholder agree that such unenforceable covenant (or such part) shall be eliminated from this Agreement to the extent necessary to permit the remaining separate covenants (or portions thereof) to be enforced. In the event that the provisions of Section 2 or Section 3 are deemed to exceed the time, geographic or scope limitations permitted by applicable law, then Parent, Merger Sub and Equityholder agree that such provisions shall be

reformed to the maximum time, geographic, or scope limitations, as the case may be, permitted by applicable law.

5. Independence of Obligations. The covenants and obligations of Equityholder set forth in this Agreement shall be construed as independent of any other agreement or arrangement between Equityholder, on the one hand, and Parent, Merger Sub, or any subsidiary of Parent or Merger Sub, on the other.

6. Equityholder Acknowledgements. Equityholder acknowledges that (i) Equityholder has a substantial interest in the Company as the holder of a significant number of units of the Company's capital equity and, as the Company's Chief Executive Officer, is a key and significant member of the management of the Company; (ii) the goodwill associated with the existing business, customers, and assets of the Company prior to the Merger is an integral component of the value of the Company to Parent and is reflected in the consideration payable to Equityholder in connection with the Merger, and (iii) Equityholder's agreement as set forth herein is necessary for the protection of the legitimate business interests of Parent in the Merger and to preserve the value and goodwill of the Company for Parent following the Merger.

Equityholder also acknowledges and agrees that the limitations of time, geography, and scope of activity agreed to in this Agreement are reasonable because, among other things: (A) the Company and Parent are engaged in a highly competitive industry, (B) Equityholder has had unique access to the trade secrets and know-how of the Company and Parent, including, without limitation, the plans and strategy (and, in particular, the competitive strategy) of the Company and Parent, (C) Equityholder has accepted employment with Parent in connection with the Merger on terms that Equityholder believes are favorable to him, (D) by virtue of his employment with Parent, or a subsidiary thereof, Equityholder will have access to Parent's trade secrets and know how, including Parent's plans and strategy (and, in particular, Parent's competitive strategy), (E) in the event Equityholder's employment with Parent or the Company ended, Equityholder believes he would be able to obtain suitable and satisfactory employment without violation of this Agreement; (F) Equityholder believes that this Agreement provides no more protection than is reasonably necessary to protect Parent's legitimate interest in the goodwill, trade secrets, and confidential information of the Company, (G) Equityholder has no current intention of engaging in a business that is competitive with the Business within the area and the time limits set forth in this Agreement, and (H) Equityholder's obligations under this Agreement (and the enforcement thereof) will not prevent him from earning a livelihood

Equityholder further acknowledges and agrees that (i) the execution and delivery and continuation in force of this Agreement is a material inducement to Parent to execute the Merger Agreement and is a mandatory condition precedent to the closing of the Merger, without which Parent would not close the transactions contemplated by the Merger Agreement; (ii) breach of this Agreement will be such that Parent will not have an adequate remedy at law because of the unique nature of the operations and assets being conveyed to Parent; and (iii) execution of this Agreement shall not limit Parent's or Merger Sub's employee policies, including, without limitation, the provisions set forth in Parent's and Merger Sub's confidentiality and proprietary information agreements.

Equityholder further acknowledges and agrees that (i) Equityholder is subject to Parent's confidential information and trade secret protection policies and agrees to comply with such policies, and (ii) during the Non-Competition Period, prior to becoming an employee or partner of or consultant to any Person, Equityholder will provide written notice of such employment, partnership, or consultancy to Parent and provide such Person with an executed copy of this Agreement. Equityholder agrees that the Non-Competition Period shall be tolled during any period of violation of the covenants contained in Section 2 and the Non-Solicitation Period shall be tolled during any period of violation of the covenants contained in Section 3.

7. Reserved.

8. Remedy. Equityholder acknowledges and agrees that (a) the rights of Parent under this Agreement are of a specialized and unique character and that immediate and irreparable damage will result to Parent if Equityholder fails to or refuses to perform his obligations under this Agreement and (b) Parent may, in addition to any other remedies and damages available, obtain an injunction to restrain any such failure or refusal. No single exercise of the foregoing remedies shall be deemed to exhaust Parent's right to such remedies, but the right to such remedies shall continue undiminished and may be exercised from time to time as often as Parent may elect.

9. Non-Exclusivity. The rights and remedies of Parent hereunder are not exclusive of or limited by any other rights or remedies that Parent hereunder may have, whether at law, in equity, by contract, or otherwise, all of which shall be cumulative (and not alternative). Without limiting the generality of the foregoing, the rights and remedies of Parent hereunder, and the obligations and liabilities of Equityholder hereunder, are in addition to their respective rights, remedies, obligations, and liabilities under the law of unfair competition, misappropriation of trade secrets, and the like. This Agreement does not limit Equityholder's obligations or the rights of Parent (or any affiliate of Parent) under the terms of any other agreement between Equityholder and Parent or any affiliate of Parent.

10. Termination of Employment. Except as expressly set forth herein or in Equityholder's Employment Agreement with the Company, Equityholder's obligations under this Agreement shall not be eliminated or diminished by the termination of Equityholder's employment with Parent, Merger Sub, the Company, or any of their subsidiaries, as the case may be, for any reason, including as a result of Equityholder's resignation.

11. Notices. All notices and other communications pursuant to this Agreement shall be in writing and deemed to be sufficient if contained in a written instrument and shall be deemed given if delivered personally, by email (with receipt confirmation), sent by nationally-recognized overnight courier or mailed by registered or certified mail (return receipt requested), postage prepaid, to the respective parties at the following address:

(a) if to Parent or Merger Sub, to:

Greenrose Acquisition Corp.
111 Broadway
Amityville, NY 11797
Attention: William F. Harley III, CEO
Email: mickey@greenrosecorp.com

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

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

(b) if to Equityholder, to the address for notice set forth on Equityholder's signature page hereto

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

(see signature block)

or to such other address as any party may have furnished to the other in writing in accordance herewith, except that notices of change of address shall only be effective upon receipt.

12. Severability. If any provision of this Agreement or any part of any such provision is held under any circumstances to be invalid or unenforceable in any jurisdiction, then (a) such provision or part thereof shall, with respect to such circumstances and in such jurisdiction, be deemed amended to conform to applicable laws so as to be valid and enforceable to the fullest possible extent, (b) the invalidity or unenforceability of such provision or part thereof under such circumstances and in such jurisdiction shall not affect the validity or enforceability of such provision or part thereof under any other circumstances or in any other jurisdiction and (c) such invalidity or enforceability of such provision or part thereof shall not affect the validity or enforceability of the remainder of such provision or the validity or enforceability of any other provision of this Agreement.

13. Governing Law; Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut, regardless of the laws that might otherwise govern under applicable principles of conflicts of law thereof. Each of the parties hereto irrevocably consents to the exclusive jurisdiction and venue of the state and federal courts located in Connecticut, in connection with any matter based upon or arising out of this Agreement or the matters contemplated herein, agrees that process may be served upon them in any manner authorized by the laws of the State of Connecticut for such persons and waives and covenants not to assert or plead any objection which they might otherwise have to such jurisdiction and venue in the state of Connecticut and such process.

14. Waiver. No failure on the part of any party to exercise any power, right, privilege or remedy under this Agreement, and no delay on the part of any party in exercising any power, right, privilege or remedy under this Agreement, shall operate as a waiver of such power, right, privilege or remedy; and no single or partial exercise of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy. No party shall be deemed to have waived any claim arising out of this Agreement, or any power, right, privilege or remedy under this Agreement, unless the waiver of such claim, power, right, privilege or remedy is expressly set forth in a written instrument duly executed and delivered on behalf of the waiving party; and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given.

15. Captions. The captions contained in this Agreement are for convenience of reference only, shall not be deemed to be a part of this Agreement, shall not affect in any way the meaning of this Agreement, and shall not be referred to in connection with the construction or interpretation of this Agreement.

16. Entire Agreement. This Agreement, and the other agreements referred to herein, set forth the entire understanding of Equityholder and Parent relating to the subject matter hereof and supersedes all prior agreements and understandings, both written and oral, between any of such parties relating to the subject matter hereof (but does not in any way merge or supersede the Merger Agreement or any other agreement executed in connection with the Merger Agreement, including the Equityholder's employment agreement with the Company). Equityholder understands and agrees that he has had an opportunity to seek his own counsel in his review of this Agreement.

17. Amendments. This Agreement may not be amended, modified, altered, or supplemented other than by means of a written instrument duly executed and delivered on behalf of Parent and Equityholder.

18. Assignment. This Agreement and all obligations hereunder are personal to Equityholder and may not be transferred or assigned by Equityholder at any time. Parent may assign its rights under this Agreement to any entity in connection with any merger or sale or transfer of all or substantially all of Parent's assets.

19. Binding Nature. Subject to Section 18, this Agreement will be binding upon Equityholder and Equityholder's representatives, executors, administrators, estate, heirs, successors and assigns, and will inure to the benefit of Parent and its successors and assigns.

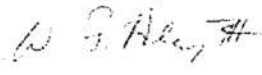
20. Counterpart Execution. This Agreement may be executed by facsimile and in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute but one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

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

PARENT

GREENROSE ACQUISITION CORP.

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

EQUITYHOLDER


Dan Emmans

Address: 176 Hidden Pond Dr.
Watertown Ct
06795

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (this "Agreement"), dated as of November 26, 2021 (the "Effective Date") by and between Theraplant, LLC, a Connecticut limited liability company (the "Company" or "Theraplant") and Dan Emmans ("Employee") sets forth the terms and conditions of Employee's employment with the Company.

WHEREAS, Greenrose Acquisition Corp ("Greenrose"), GNRS CT Merger Sub LLC ("Merger Sub") and the Company entered into an Agreement and Plan of Merger (the "Merger Agreement") dated March 12, 2021 pursuant to which the Company merged with and into Merger Sub, with the Company being the surviving entity and a wholly-owned subsidiary of Greenrose;

WHEREAS, it is a condition to the closing of the transactions contemplated by the Merger Agreement for the Company and the Employee to enter into this Agreement; and

WHEREAS, the Company wishes to employ Employee in the capacities and on the terms and conditions set out below, and Employee has agreed to enter into such employment, in the capacities and on the terms and conditions set forth below.

NOW, THEREFORE, the Company and Employee, in consideration of the respective covenants set out below and for other good and valuable consideration and sufficiency of which are hereby acknowledged, hereby agree as follows:

1. Term; At-Will. The term of the Employee's employment shall be for a period of three (3) years, commencing on the Effective Date and subject to earlier termination as provided in Section 6 hereof (the "Initial Term"). At the conclusion of the Initial Term, this Agreement shall automatically renew for successive one (1) year terms (each, a "Renewal Term") unless either party gives the other written notice of non-renewal at least sixty (60) days' prior to the end of the Initial Term or a Renewal Term (as the case may be) and subject to earlier termination as provided in Section 6 hereof. When used herein, the term "Term" shall mean the Initial Term together with any Renewal Terms (if any). Subject to Section 6(a)(iii) and 6(a)(iv), respectively, Employee shall be employed at will, meaning that either the Company or the Company may terminate this Agreement and the Company's employment at any time for any reason or no reason, with or without cause, subject to the terms of this Agreement.

2. Duties and Responsibilities. Employee will serve the Company in the capacity of Regional – President (the "Position") of the Company and will perform such duties, services, and tasks customary of a Regional – President and as otherwise requested and detailed by the Board of Directors of the Company (the "Board"); provided however that notwithstanding the foregoing, any duties, services, and tasks which the Board may request of the Employee and which are beyond the scope of the duties, services and tasks which Employee performed for the Company prior to the consummation of the merger transaction pursuant to the Merger Agreement will require the affirmative approval of Employee in his sole discretion. During Employee's employment with the Company, Employee shall devote his full business time, attention and ability to the performance of his duties hereunder and during the Term, Employee shall not be employed in any other

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (this "Agreement"), dated as of November 26, 2021 (the "Effective Date") by and between Theraplant, LLC, a Connecticut limited liability company (the "Company" or "Theraplant") and Jennifer Stack ("Employee") sets forth the terms and conditions of Employee's employment with the Company.

WHEREAS, Greenrose Acquisition Corp ("Greenrose"), GNRS CT Merger Sub LLC ("Merger Sub" and the Company entered into an Agreement and Plan of Merger (the "Merger Agreement") dated March 12, 2021 pursuant to which the Company merged with and into Merger Sub, with the Company being the surviving entity and a wholly-owned subsidiary of Greenrose;

WHEREAS, it is a condition to the closing of the transactions contemplated by the Merger Agreement for the Company and the Employee to enter into this Agreement; and

WHEREAS, the Company wishes to employ Employee in the capacities and on the terms and conditions set out below, and Employee has agreed to enter into such employment, in the capacities and on the terms and conditions set forth below.

NOW, THEREFORE, the Company and Employee, in consideration of the respective covenants set out below and for other good and valuable consideration and sufficiency of which are hereby acknowledged, hereby agree as follows:

1. Term: At-Will. The term of the Employee's employment shall be for a period of three (3) years, commencing on the Effective Date and subject to earlier termination as provided in Section 6 hereof (the "Initial Term"). At the conclusion of the Initial Term, this Agreement shall automatically renew for successive one (1) year terms (each, a "Renewal Term") unless either party gives the other written notice of non-renewal at least sixty (60) days' prior to the end of the Initial Term or a Renewal Term (as the case may be) and subject to earlier termination as provided in Section 6 hereof. When used herein, the term "Term" shall mean the Initial Term together with any Renewal Terms (if any). Subject to Section 6(a)(iii) and 6(a)(iv), respectively, Employee shall be employed at will, meaning that either the Company or the Company may terminate this Agreement and the Company's employment at any time for any reason or no reason, with or without cause, subject to the terms of this Agreement.

2. Duties and Responsibilities. Employee will serve the Company in the capacity of Regional – Chief Operating Officer (the "Position") of the Company and will perform such duties, services, and tasks customary of a Regional – President and as otherwise requested and detailed by the Board of Directors of the Company (the "Board"); provided however that notwithstanding the foregoing, any duties, services, and tasks which the Board may request of the Employee and which are beyond the scope of the duties, services and tasks which Employee performed for the Company prior to the consummation of the merger transaction pursuant to the Merger Agreement will require the affirmative approval of Employee in his sole discretion. During Employee's employment with the Company, Employee shall devote his full business time, attention and ability to the performance of his duties hereunder and during the Term, Employee shall not be employed in any other capacity. Notwithstanding anything herein or in the Non-Competition Agreement (as defined below) attached hereto as Exhibit A, Employee:

a. may engage in any other activity unrelated to the business of growing, producing, distributing or selling (whether for retail or wholesale) cannabis or any extract or derivative thereof, including, but not limited to, hemp, cannabidiol or tetrahydrocannabinol (the "Cannabis Industry"), whether for remuneration or not, that (i) does not materially interfere with, or otherwise materially breach, any of Employee's duties and obligations to the Company, and (ii) does not materially and adversely affect Employee's performance of his duties and obligations under this Agreement;

b. may continue to own, provide services to, be employed by, consult with, and otherwise participate in the activities in Northeast Bioindustries LLC or any wholly owned subsidiary thereof (collectively, "Northeast Bio"), it being agreed and understood that Employee is as of the date of this Agreement an equity owner of Northeast Bio and that Northeast Bio and Greenrose will negotiate in good faith Greenrose's minority equity position in any Cannabis Industry activities of Northeast Bio;

c. whether, directly or indirectly, may be a passive owner of not more than five percent (5%) of the equity securities of (i) a publicly traded company whether engaged in competition with the Company or otherwise, and/or (ii) a private company whether engaged in competition with the Company or otherwise.

3. Compensation.

a. *Base Salary.* The Company shall pay Employee an annual salary of One Hundred Fifty Thousand Dollars (\$150,000.00) (the "Base Compensation"), payable in accordance with the Company's normal payroll practices and subject to applicable taxes and withholding.

b. *Equity Grants.* Subject to the approval of the Board of Directors of Greenrose, Greenrose may grant Employee stock options to purchase shares (the "Option Shares") of Greenrose common stock in connection with (i) the Employee's individual performance and/or (ii) the performance of the Company and Greenrose. Such Option Shares shall be issued pursuant to, and subject to the terms and conditions of the Greenrose's to be adopted 2021 Equity Incentive Plan (the "Equity Plan") and a stock option agreement (the "Option Agreement") to be entered into with the Greenrose. The Option Shares shall vest as set forth in the Option Agreement. The adoption and implementation of the Equity Plan is subject to, and conditioned on, the approval of the Equity Plan by the Greenrose's shareholders.

c. *Long-Term Bonus.* The Employee will be eligible to participate in Greenrose's to be adopted long-term bonus incentive plan which, among other things, will contemplate the payment on an annual basis a deferred bonus ("Long Term Bonus"). The Long-Term Bonus, if authorized by the Board and the Board of Directors of Greenrose, will be paid in the form of an Equity Award under the Equity Plan from an aggregate bonus pool equal to approximately ten percent (10%) of divisional net profit after taxes of Theraplant (the "Long-Term Bonus Pool"). The Employee's Long-Term Bonus and any Equity Award related thereto shall be determined by the Board and the Board of Directors of Greenrose in consultation with the Employee. If authorized, the Employee shall have discretion as to the distribution of Long Term Bonuses to other Company employees. All Long-Term Bonuses shall be subject to vesting

schedule as detailed below ("Vesting Schedule") and paid from the Long-Term Bonus Pool. The Long-Term Bonus will be based on both the Employee's individual performance based on the achievement of agreed upon performance levels and the performance of the Company. It is anticipated the Long-Term Bonus Pool and any Long-Term Bonus, if any, with respect to any given year, if any, will be established and then paid in the second quarter of the following year and shall be subject to all required tax withholdings. The date of payment of the Long-Term Bonus shall be referred herein as the "Payment Date". To be eligible for a Long Term Bonus the Employee must be employed on the date of payment of the applicable Long-Term Bonus; provided however that the foregoing requirement shall not apply in the event Employee's employment is terminated by the Company for No Reason, terminated by Employee for Good Reason, non-renewed by Employee due to retirement, or is not renewed by the Company upon expiration of the term. The Vesting Schedule for each Long-Term Bonus issued to Employee shall be as follows: 1/48 each month until the four-year anniversary of the Payment Date.

d. *Annual Bonus.* At the discretion of the Board, an annual cash bonus for the Employee will be determined based on (i) Employee's individual performance during the applicable year with reference to the achievement of agreed upon performance levels and/or (ii) the performance of the Company and/or certain operating subsidiaries of the Company during the applicable year. The amount of any individual bonus is based on the Board's evaluation of individual performance during the applicable year as well as overall Company performance for the given year. It is anticipated that the Company will pay out any annual bonus (or pro rata portion thereof), if any, in the second quarter of the following year and shall be subject to all required tax withholdings. For calendar year 2021, Employee shall be eligible to earn an annual bonus (or pro rata portion thereof) based on the Company's achievement of certain milestones as set forth below, and Employee shall be entitled to a bonus payment (or pro rata portion thereof) (each such payment, a "Milestone Target Bonus") based on the Company's achievement of an annual EBITDA target of Theraplant as detailed below (the "Theraplant Annual EBITDA Target Milestone"). Notwithstanding the foregoing, it shall not be a condition that Employee must be employed on the date of payment of the applicable Milestone Target Bonus in order to earn and be paid the Milestone Target Bonus. Determinations with regards to whether an Theraplant Annual EBITDA Target Milestone has been achieved shall be in the sole discretion of the Company, acting reasonably and in good faith. The Annual EBITDA Target Milestone shall be adjusted and determined annually by the Board its sole discretion and in consultation with the Chief Executive Officer and Chief Financial Officer of the Company. The Company will pay out the Milestone Target Bonus in the second quarter of the following year and shall be subject to all required tax withholdings. The amount of the Milestone Target Bonus shall be determined as set forth opposite the applicable milestone achieved in the tables below:

- 75% of Theraplant Annual EBITDA Target: up to 80% of Base Compensation;
- 76-100% of Therplant Annual EBITDA Target: up to 1.5x Base Compensation;
- 101-150% of Therplant Annual EBITDA Target: up to 2x Base Compensation;
- 151-200% Therplant Annual EBITDA Target: up to 2.5 Base Compensation;
- 201%-250% of Theraplant Annual EBITDA Target: up to 3.5x Base Compensation;
- 251%-300% Therplant Annual EBITDA, 4.5x salary; or
- >301% of Therplant Annual EBITDA, 5.0x salary.

Following 2021, the Employee's annual Milestone Target Bonus (or portion thereof), if any, shall be determined in accordance with (a) Section 3(d)(i) and 3(d)(ii), including achieving the to be established Annual EBITDA Target Milestones of the Company and paid at the discretion of the Board. For purposes of this Agreement, the definition of EBITDA shall be EBITDA or adjusted EBITDA definition as determined by the Compensation Committee of Greenrose, and such definition shall be consistent with SEC regulations and/or SEC reporting. In connection with the Therapant Annual EBITDA Target Milestone and Milestone Target Bonus, the Compensation Committee of Greenrose may adjust the same for the following: (a) acquisitions and new business ventures (based on the approved model) not initially considered when developing the goal, including (i) the effect of accretion or dilution relating to unbudgeted acquisitions (or dispositions), but only for the first 12 months following the transaction (or shorter time period, if applicable); (ii) any gain, loss or expense related to the disposal of a business or discontinued operations that was not previously considered when contemplating Therapant Annual EBITDA Target Milestones; (iii) unbudgeted acquisition and professional fees and expenses related to closed acquisitions or dispositions incurred in the year of the acquisition or disposition, but only for that year; and (iv) unbudgeted acquisition and professional fees and expenses relating to individual unclosed acquisitions or dispositions, where such fees and expenses exceed \$300,000, in which case all such fees and expenses (from the first dollar) shall be excluded; (b) capital transactions (including capital stock repurchases); (c) restructuring costs incurred related to publicly announced restructuring plans and separately identified in the Company's periodic filings, to the extent the adjustment was not already contemplated in the goal; (d) changes in accounting principles or in applicable laws or regulations; (e) unforeseen events or circumstances affecting the Company; and (f) judgments, settlements or other payments in connection with, or arising from, certain litigation matters as approved by the Compensation Committee;

4. Benefits.

a. *Health and Benefit Plans.* Employee shall be eligible to participate in such medical, dental, disability, life insurance and other benefit plans (including an employer sponsored 401(k) plan) as may be maintained by the Company from time to time that are made available to other employees and/or senior executives, on the terms and conditions set forth in such plans; provided that (i) such plans provide substantially similar or better benefits than the Company's existing plans, and (ii) the Company shall not substitute or replace Employee's existing medical plan without the Employee's express prior written consent.

b. *Vacation.* Employee shall be entitled to vacation in accordance with the Company's vacation policy as in effect from time to time.

c. *Sick Leave.* Employee shall be entitled to five (5) days of paid sick leave pursuant to Company policy.

d. *Reimbursement for Business Expenses.* Upon submission to the Company of appropriate documentation and support within not less than thirty (30) days following incurring such expense, Employee shall be reimbursed, in accordance with the Company's expense reimbursement policy, for all reasonable business expenses incurred in connection with

Employee's performance of services for the Company. Any expense or expenditure that individually or in the aggregate exceeds One Thousand Dollars and 00/100 Dollars (\$1,000.00) requires the prior written approval.

5. Representations and Warranties. Employee represents, warrants and covenants to the Company that Employee is free to enter into this Agreement and provide the services contemplated hereunder and the engagement hereunder does not conflict with or violate, and will not be restricted by, any pre-existing business relationship or agreement to which the Employee is a party or otherwise is bound.

6. Termination.

a. *Generally.* Either the Company or the Employee may terminate Employee's employment with the Company for any of the following reasons, with or without any prior notice (and such notice shall not be required) unless otherwise indicated:

i. The Employee's employment under this Agreement shall terminate immediately upon the Employee's death, subject to Section 6(b) hereof.

ii. Employee's act or omission that constitutes "Cause." For purposes hereof, "Cause" shall mean: (i) Employee's willful failure to perform the established duties of the Position (other than any such failure resulting from incapacity due to physical or mental illness), within ten (10) days after written notice from the Board; (ii) Employee's willful engagement in illegal conduct, or gross misconduct; (iii) willful actions by Employee constituting embezzlement, misappropriation, or fraud, whether or not related to the Employee's employment with the Company; (iv) Employee's conviction of or plea of guilty or nolo contendere to a crime that constitutes a felony (or state law equivalent) or a crime that constitutes a misdemeanor involving moral turpitude; (v) Employee's breach of Section 2 hereof or any other material obligation under this Agreement and failure to cure such material breach within ten (10) days after written notice from the Board; or (vi) a breach of the Non-Competition and Non-Solicitation Agreement by and between the Company and Greenrose of even date herewith and attached hereto as Exhibit A and incorporated herein by reference ("Non-Competition Agreement"); *provided* that the Company hereby acknowledges and agrees that Employee's engagement in, or facilitation of, business in or with respect to the marijuana industry in accordance with applicable State law shall not constitute "Cause" hereunder.

iii. Employee's "Disability" or resignation; provided that in the case of such resignation Employee shall have provided the Company with at least twenty-one (21) days prior written notice and upon receipt of such notice, the Company may elect, in its discretion, to terminate the employment of Employee at any time following such notice. In the event the Company elects to terminate the Employee following notice, the Employee's pay and benefits (subject to customary employee participation) shall continue to be paid during the notice period or the expiration of the term, whichever comes first. Termination by the Employer in such circumstances shall only entitle the Employee to the pay and benefits described in this Section 6(a)(iii), and shall not entitle the Employee to Severance benefits as provided in Section 6(d)(i). For purposes hereof, "Disability" shall mean Employee's failure to substantially perform his duties

hereunder for either three (3) consecutive months or an aggregate of three (3) months in any rolling twelve (12) month period, as determined by the Board acting in good faith.

iv. Termination by the Company with No Reason. The Company shall have the right to terminate the Employee's employment hereunder prior to the expiration of the Term on sixty (60) days prior written notice from the Company for "No Reason," subject to Section 6(d) hereof.

v. Termination by the Employee without Good Reason. The Employee shall have the right to terminate the Employee's employment hereunder prior to the expiration of the Term on sixty (60) days prior written notice to the Company, subject to Section 6(c) hereof.

vi. By Employee for Good Reason. For purposes hereof, "Good Reason" shall mean the occurrence of any of the following without the Employee's written consent: (i) a reduction in the Employee's Base Compensation or targeted bonus; (ii) a relocation of Employee's principal place of employment by more than twenty-five (25) miles from 856 Echo Lake Road, Watertown, Connecticut; (iii) a material breach by the Company of any provision of this Agreement or any other agreement between the Company and Employee; (iv) an adverse change in Employee's title, duties, responsibilities or authority (other than temporarily while Employee is physically or mentally incapacitated or as required by applicable law); (v) engagement by the Company of illegal activity (exclusive of U.S. federal laws as such relate, either directly or indirectly, to the cultivation, harvesting, production, distribution, sale and possession of cannabis, marijuana or related substances or products containing or relating to the same); (vi) failure of the Company in any year to either (A) make ten percent (10%) of divisional net profit after taxes of the Company available to Employee through the Long Term Bonus Pool or (B) pay to Employee an Annual Bonus of five times Employee's Base Compensation; or (vii) any purported termination of Employee's employment that is not effected in accordance with the applicable provisions of this Agreement.

A termination of employment will not be considered a termination with Good Reason unless (x) the Employee, within sixty (60) days following the occurrence of the condition giving rise to Good Reason, notifies the Company in writing of his intent to terminate with Good Reason; (y) the Company fails to cure such condition within twenty (20) days after being so notified; and (z) the Employee actually terminates no later than thirty (30) days after the end of such twenty (20)-day cure period.

Immediately upon the effective date of any termination of Employee's employment with the Company for any reason, the Employee shall be deemed to have resigned automatically from any and all offices Employee holds at the Company or any affiliate of the Company including, if applicable, as a member of the Board.

b. *Payments Upon Death of Employee.* In cases of termination by the Company for Death of the Employee, Employee shall be paid any unpaid Base Compensation, vacation accrual due and owed for periods prior to the termination, any outstanding expense reimbursements, and any Long Term Bonus and Annual Bonus, to the extent earned, and, his estate shall be entitled to receive any payments under any applicable life (other than key man life

insurance in favor of the Company) or disability insurance plans that are properly payable that have not been paid.

c. *Payments Upon Termination by the Company for Cause, or by Employee Without Good Reason.* In cases of termination by the Company for Cause, or by Employee without Good Reason, Employee shall be paid any unpaid Base Compensation and vacation accrual due and owed for periods prior to the termination and any outstanding expense reimbursements.

d. *Payments Upon a Termination by the Company with No Reason or by Employee for Good Reason.* Upon the termination of Employee's employment by the Company without Cause, or by Employee for Good Reason, Employee shall be paid any unpaid Base Compensation and vacation accrual due and owed for periods prior to the termination and any outstanding expense reimbursements. Employee shall be paid the unpaid base and pending expense reimbursements, and the Company, subject to the limitations set forth in this Section 6(d), shall provide Employee the following severance for up to twelve (12) months from the termination in accordance with the Company's standard payroll schedule (the "Severance Period"):

i. the Base Compensation in effect at the time, payable in installments over the Severance Period beginning on the first payroll date following the expiration of the Revocation Period (as defined below), and including any missed installments between the date of termination of employment and the first such payment date; and

ii. the cost of COBRA continuation coverage for Employee and his eligible dependents during the Severance Period (subject to Employee's payment of premiums at the active employee rate), payable beginning on the first payroll date following the expiration of the Revocation Period referenced below, and including any missed installments between the date of termination of employment and the first such payment date; provided that in the event that Employee obtains other employment that offers group health benefits, such payments by the Company under this Section 6(d)(ii) shall immediately cease (collectively, the "Severance Compensation").

Notwithstanding anything herein or in the Non-Competition Agreement to the contrary, in the event that Employee's employment hereunder is terminated by the Company without Cause, or by the Employee for Good Reason, the Employee may elect to either (i) accept the Severance Compensation in accordance with the terms hereof or (ii) decline such Severance Compensation and in such case all restrictions against competition set forth in the Non-Competition Agreement shall cease and be of no further force or effect upon the date of termination of Employee's employment. Notwithstanding the foregoing, the prohibitions with respect to non-solicitation in Non-Competition Agreement shall remain in full force and effect. For the sake of clarity, (i) if Employee accepts Severance Compensation during the Severance Period, Employee shall be restricted from competing against the Company during that period of time during the Severance Period in which Employee accepts Severance Compensation from the Company and (ii) if the Company in good faith determines that Employee is competing against the Company while accepting Severance Compensation during the Compensation Period, Company's obligation to pay Severance Compensation Employee shall immediately cease.

7. Severance Compensation shall be payable on the dates on which such amounts would have been paid had Employee continued his employment hereunder. In addition, Severance Compensation shall only be paid if the Employee (i) executes a general release (in a form reasonably satisfactory to the Company) of any and all claims against the Company and its affiliates, and continues to comply with the terms and conditions set forth in Non-Compete Agreement, (ii) promptly returns all Company property, whether tangible or electronic property, including but not limited to keys, access cards, computers, phones, and (iii) otherwise abides by the Company's electronic data / information policies, if any. Employee will be provided a period of at least twenty-one (21) days to consider whether to execute a general release, and will be provided a seven (7) day post-execution period in which his agreement to it may be revoked ("Revocation Period").

8. Confidentiality.

a. For purposes of this Agreement, "Confidential Information" is and shall be trade secrets, knowledge, data or other confidential, secret or proprietary information of the Company relating to trade secrets, discoveries, inventions, products and product development, processes, practices, methods, techniques, knowledge, know-how, information relating to governmental relations, technical or other data, designs, formulas, test data, customer and supplier lists, business plans, marketing or manufacturing plans and strategies, and product pricing strategies or other subject matter pertaining to any business of the Company or any of its clients, customers, consultants, licensees, subsidiaries or affiliates, that, in any case, is not otherwise generally available to the public or has not been disclosed by the Company to others not subject to confidentiality agreements, which Employee may produce, obtain or otherwise learn of during the course of Employee's employment and/or association with the Company, and whether produced, obtained, or learned of prior to, as of or following the date hereof. Confidential Information shall not include information which (i) is, or becomes, generally known or available, to the public without breach of any obligation of confidentiality owing to the Company; (ii) becomes available to Employee on a non-confidential basis from a third party that is not bound by a confidentiality agreement with or subject to any obligation or duty of confidentiality to the Company; (iii) was in Employee's possession before Employee's employment with the Company; (iv) was or is independently developed by Employee, or (v) is required by applicable law, rule, regulation or court order to be disclosed, provided that Employee shall provide the Company with prompt written notice of any such order prior to disclosure so that appropriate protective orders may be sought.

b. At all times both during the Employee's employment with the Company and thereafter, the Employee shall keep confidential and agrees not to deliver, reproduce, disclose or in any way willfully allow any such Confidential Information to be delivered to or used by any third parties for any purpose (including any purpose harmful to the interests of the Company) except: (i) while employed by the Company and solely in the business of and for the benefit of the Company; (ii) when required to do so by a court of competent jurisdiction, by any governmental agency having supervisory authority over the business of the Company, or by any administrative body or legislature body (including a committee thereof) with jurisdiction to order the Company to divulge, disclose or make accessible such information; (iii) with the specific direction, authorization or consent of a duly authorized representative of the Company; or (iv) for the purpose of disclosing the post-employment restrictions in this Agreement to any potential new employer.

c. Upon the termination of Employee's employment with the Company, Employee shall promptly surrender and deliver to the Company all records, materials, equipment, drawings, documents, lab notes and books and data of any nature (electronic or otherwise) describing, including or pertaining to any Confidential Information, and Employee will not take with him any description containing or pertaining to any Confidential Information which Employee may produce or obtain during the course of his services. The terms of this paragraph shall survive termination of this Agreement. Notwithstanding the foregoing, Employee may retain his personal contacts, personal compensation data, agreements relating to the Employee's equity rights and, subject to prior approval by the Company, which approval shall not be unreasonably withheld, any documents reasonably needed for tax return preparation purposes.

d. Notice of Immunity Under the Economic Espionage Act of 1996, as amended by the Defend Trade Secrets Act of 2016 (the "DTSA"). Notwithstanding any other provision of this Agreement:

i. The Employee will not be held criminally or civilly liable under any federal or state trade secret law for any disclosure of a trade secret that:

(1) is made (A) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (B) solely for the purpose of reporting or investigating a suspected violation of law; or

(2) is made in a complaint or other document filed under seal in a lawsuit or other proceeding.

ii. If the Employee files a lawsuit for retaliation by the Company for reporting a suspected violation of law, the Employee may disclose the Company's trade secrets to the Employee's attorney and use the trade secret information in the court proceeding if the Employee:

(1) files any document containing trade secrets under seal; and

(2) does not disclose trade secrets except pursuant to court order.

e. Nothing herein shall prevent Employee from making a report, or bringing a claim, to any governmental agency, including the U.S. Equal Employment Opportunity Commission, the National Labor Relations Board, the U.S. Department of Justice, or the Attorney General of the State of Connecticut.

f. The Employee and the Company agree that this covenant regarding confidential information is a reasonable covenant under the circumstances and further agree that if in the opinion of any court of competent jurisdiction, such covenant is not reasonable in any respect, such court shall have the right, power and authority to excise or modify such provision or provisions of this covenant as to the court shall appear not reasonable and to enforce the remainder of the covenant as so amended.

9. Work Made for Hire; Assignment. Employee agrees that any written program materials, protocols, research papers, other writings, as well as improvements, inventions, new techniques, programs or products ("Work") made or developed by Employee within or after normal working hours relating to the business or activities of Employer or any of its subsidiaries, shall be deemed to have been made or developed by Employee solely for the benefit of Employer and will be considered "work made for hire" within the meaning of the United States Copyright Act, Title 17, United States Code, which vests all copyright interest in and to the Work in the Employer. In the event, however, that any court of competent jurisdiction finally declares that the Work is not or was not a work made for hire as agreed, Employee agrees to assign, convey, and transfer to the Employer all right, title and interest Employee may presently have or may have or be deemed to have in and to any such Work and in the copyright of such work, including but not limited to, all rights of reproduction, distribution, publication, public performance, public display and preparation of derivative works, and all rights of ownership and possession of the original fixation of the Work and any and all copies. Additionally, Employee agrees to execute any documents necessary for Employer to record and/or perfect its ownership of the Work and the applicable copyright.

10. Non-Competition and Non-Solicitation Agreement. The parties hereto acknowledge that Employee and Company are parties to that certain Non-Competition Agreement entered into in connection with the execution of the Merger Agreement.

11. Entire Agreement/Amendments. This Agreement embodies the entire understanding with respect to the subject matter hereof and supersedes all prior understandings and communications with respect to the matters herein. This Agreement may not be modified except in writing signed by Employee and a duly authorized officer of the Company.

12. Governing Law. The validity, interpretation, construction, performance, and enforcement of this Agreement shall be governed by the laws of the State of Connecticut, without reference to its choice of law rules, except for the arbitration provision which shall be governed by the Federal Arbitration Act.

13. Jury Trial Waiver/Arbitration

a. THE PARTIES EXPRESSLY AND KNOWINGLY WAIVE ANY RIGHT TO A JURY TRIAL IN THE EVENT ANY ACTION ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE EMPLOYEE'S EMPLOYMENT WITH THE COMPANY IS LITIGATED OR HEARD IN ANY COURT.

b. The parties agree that this Agreement, and all matters or disputes relating to the validity, construction, performance or enforcement hereof, and all matters relating to the to the Employee's employment hereunder or the termination of such employment (whether or not based on contract, tort or upon any federal, state or local statute, including but not limited to claims asserted under the Age Discrimination in Employment Act, as amended, Title VII of the Civil Rights Act of 1964, as amended, any state Fair Employment Practices Act, and/or the Americans with Disabilities Act, as amended), shall be resolved exclusively through mediation/arbitration by the American Arbitration Association ("AAA") in the County of Hartford, State of Connecticut in accordance with the AAA's Employment Arbitration Rules and Mediation Procedures.

c. In the event of a breach or threatened breach of Sections 8, 9, or 10 of this Agreement, the Employee hereby consents and agrees that the Company shall be entitled to seek from the arbitrator, in addition to other available remedies, a temporary or permanent injunction or other equitable relief against such breach or threatened breach, without the necessity of showing any actual damages or that money damages would not afford an adequate remedy, and without the necessity of posting any bond or other security. The aforementioned equitable relief shall be in addition to, not in lieu of, legal remedies, monetary damages, or other available forms of relief.

d. Any action or proceeding by either of the parties to enforce the arbitration provision of this Agreement shall be brought only in a state or federal court located in the County of Hartford, State of Connecticut. The parties hereby irrevocably submit to the non-exclusive jurisdiction of such courts and waive the defense of inconvenient forum to the maintenance of any such action or proceeding in such venue.

14. Section 409A. The parties intend for the payments and benefits under this Agreement to be exempt from Section 409A of the Internal Revenue Code of 1986, as amended ("Section 409A") or, if not so exempt, to be paid or provided in a manner which complies with the requirements of such section, and intend that this Agreement shall be construed and administered in accordance with such intention. For purposes of the limitations on nonqualified deferred compensation under Section 409A, each payment of compensation under this Agreement shall be treated as a separate payment of compensation. Without limiting the foregoing and notwithstanding anything contained herein to the contrary, if the Employee is deemed on the date of termination to be a "specified employee" within the meaning of that term under Section 409A(a)(2)(B), then with regard to any payment or the provision of any benefit that is considered deferred compensation under Section 409A payable on account of a "separation from service," such payment or benefit shall not be made or provided until the date which is the earlier of (A) the expiration of the six (6)-month period measured from the date of such "separation from service" of the Employee, and (B) the date of the Employee's death, to the extent required under Section 409A. Upon the expiration of the foregoing delay period, all payments and benefits delayed pursuant to this Section 14 (whether they would have otherwise been payable in a single sum or in installments in the absence of such delay) shall be paid or reimbursed to the Employee in a lump sum, and any remaining payments and benefits due under this Agreement shall be paid or provided in accordance with the normal payment dates specified for them herein. Any form of the word "termination" (e.g., "terminated") with respect to the Employee's employment, shall mean a separation from service within the meaning of Section 409A and the regulations thereunder. To the extent that reimbursements or other in-kind benefits under this Agreement constitute "nonqualified deferred compensation" for purposes of Section 409A, (A) all expenses or other reimbursements hereunder shall be made on or prior to the last day of the taxable year following the taxable year in which such expenses were incurred by the Employee, (B) any right to reimbursement or in-kind benefits shall not be subject to liquidation or exchange for another benefit, and (C) no such reimbursement, expenses eligible for reimbursement, or in-kind benefits provided in any taxable year shall in any way affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other taxable year. Notwithstanding any other provision of this Agreement to the contrary, in no event shall any payment under this Agreement that constitutes "nonqualified deferred compensation" for purposes of Section 409A be subject to offset by any other amount unless otherwise permitted by Section 409A.

15. Waiver of Claims Against the Trust. As a condition of this Agreement, Employee irrevocably waives any potential claim or right to the trust established by Greenrose in connection with its initial public offering in the initial amount of One Hundred Seventy-Two Million Five Hundred Thousand and 00/100 Dollars (\$172,500,000) (the "Trust") and any of the assets held by the Trust.

16. General Provisions.

a. *Notices.* All notices and other communications hereunder shall be in writing or by written telecommunication, and shall be deemed to have been duly given if delivered personally or if sent by overnight courier or by certified mail, return receipt requested, postage prepaid or sent by written telecommunication or telecopy, to the relevant address set forth below, or to such other address as the recipient of such notice or communication shall have specified in writing to the other party hereto, in accordance with this Section.

If to the Company, to:

Greenrose Acquisition Corp
111 Broadway
Amityville, NY 11701
Attn: William F. Harley III
Email: mickey@greenrosecorp.com

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

Tarter Krinsky & Drogin LLP
1350 Broadway, 11th Fl.
New York, NY 10018
Attn: Guy N. Molinari, Esq.

If to Employee, at his last residence shown on the records of the Company or to such address as the Employee may designate in writing.

Any such notice shall be effective (i) if delivered personally, when received, (ii) if sent by overnight courier, when receipted for, (iii) if mailed, five (5) days after being mailed, and (iv) on confirmed receipt if sent by email or fax.

b. *Captions.* Captions and headings of the sections and paragraphs of this Agreement are intended solely for convenience and no provision of this Agreement is to be construed by reference to the caption or heading of any section or paragraph.

c. *Severability.* Should any provision of this Agreement be held by a court or arbitrator of competent jurisdiction to be enforceable only if modified, or if any portion of this Agreement shall be held as unenforceable and therefor stricken, such holding shall not affect the validity of the remainder of this Agreement, the balance of which shall continue to be binding upon the parties with any such modification to become a part hereof and treated as though originally set forth in this Agreement. The parties further agree that any such court is expressly

authorized to modify any such unenforceable provision of this Agreement in lieu of severing such unenforceable provision from this Agreement in its entirety, whether by rewriting the offending provision, deleting any or all of the offending provision, adding additional language to this Agreement, or by making such other modifications as it deems warranted to carry out the intent and agreement of the parties as embodied herein to the maximum extent permitted by law. The parties expressly agree that this Agreement as so modified by the court shall be binding upon and enforceable against each of them. In any event, should one or more of the provisions of this Agreement be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and if such provision or provisions are not modified as provided above, this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had not been set forth herein.

d. *Waivers.* No delay or omission by either party hereto in exercising any right, power or privilege hereunder shall impair such right, power or privilege, nor shall any single or partial exercise of any such right, power or privilege preclude any further exercise thereof or the exercise of any other right, power or privilege.

e. *Counterparts.* This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile and .pdf signatures of this Agreement shall be considered originals for purposes of this Agreement.

f. *Assigns.* This Agreement shall be binding upon and inure to the benefit of the Company's successors and Employee's personal or legal representatives, executors, administrators, heirs, distributees, devisees and legatees. This Agreement shall not be assignable by Employee, it being understood and agreed that this is a contract for the Employee's personal services.

g. *Withholding.* The Company shall have the right to withhold from any amount payable hereunder any Federal, state, and local taxes in order for the Company to satisfy any withholding tax obligation it may have under any applicable law or regulation.

h. *Survival.* Upon the expiration or other termination of this Agreement, the respective rights and obligations of the parties hereto shall survive such expiration or other termination to the extent necessary to carry out the intentions of the parties under this Agreement.

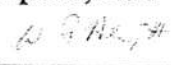
17. ACKNOWLEDGMENT OF FULL UNDERSTANDING. THE EMPLOYEE ACKNOWLEDGES AND AGREES THAT HE HAS FULLY READ, UNDERSTANDS AND VOLUNTARILY ENTERS INTO THIS AGREEMENT. THE EMPLOYEE ACKNOWLEDGES AND AGREES THAT HE HAS HAD AN OPPORTUNITY TO ASK QUESTIONS AND CONSULT WITH AN ATTORNEY OF HIS CHOICE BEFORE SIGNING THIS AGREEMENT.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

COMPANY

Theraplant, LLC

By: 

Name: William F. Harley III

Title: CEO

EMPLOYEE:



Jennifer Stack

EXHIBIT A
(Non-Competition Agreement)

NON-COMPETITION AGREEMENT

THIS NON-COMPETITION AGREEMENT (this "Agreement") is being executed and delivered as of November 26, 2021, by Jennifer Stack ("Equityholder") in favor and for the benefit of Greenrose Acquisition Corp., a Delaware corporation ("Parent") (together the "Parties"). All capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the Merger Agreement (as defined below).

RECITALS

WHEREAS, Parent, the Company, and GNRS CT Merger Sub LLC, a Delaware corporation and a direct, wholly owned subsidiary of Parent ("Merger Sub"), and Selling Securityholders' Representative have entered into an Agreement and Plan of Merger dated as of the date of this Agreement (the "Merger Agreement"), which provides for, among other things, for Merger Sub to merge with and into the Company, with the Company being the surviving entity;

WHEREAS, Equityholder is employed by the Company;

WHEREAS, Equityholder has a substantial interest in the Company as the holder of a significant number of membership interests of the Company's equity, and, as a result of the Merger, Equityholder shall receive significant consideration in connection with the Merger;

WHEREAS, upon completion of the Merger, Equityholder shall be employed by the Company as Regional - President;

WHEREAS, Parent and Equityholder mutually desire that the entire goodwill of the Company be transferred to Parent as part of the Merger and acknowledge that the parties explicitly considered the value of the goodwill transferred and it was valued as a component of the consideration of the Merger. Parent and Equityholder agree that Parent's failure to receive the entire goodwill contemplated by the Merger would have the effect of reducing the value of the Company to Parent;

WHEREAS, Parent and Equityholder both agree that, prior to the Merger, the Company's business consisted of the cultivation, manufacture, development, production, marketing and sales of products and services related to the Business (as defined below) in the Restricted Territory (as defined below), and Parent represents and Equityholder understands that, following the Merger, Parent will continue conducting the Business in the Restricted Territory; and

WHEREAS, as a condition and mutual inducement to the Merger, and to preserve the value and goodwill of the business being acquired by Parent after the Merger, the Merger Agreement contemplates, among other things, that Equityholder shall enter into this Agreement and that this Agreement shall become effective at the Effective Time (as that term is defined in the Merger Agreement).

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises made herein, Parent and Equityholder hereby agree as follows:

1. Effective Date. This Agreement shall be effective as of the Effective Time. This Agreement shall be null and void if the Merger is not consummated as contemplated in the Merger Agreement.

2. Non-competition. Equityholder acknowledges that in order to protect and preserve the value and goodwill of the business of the Company being transferred to Parent as part of the Merger, a post-termination employment restriction is reasonable, as without such a restriction, Equityholder's employment

or engagement with one of the competitors identified herein would detrimentally, irreversibly, and immeasurably diminish the value and goodwill of the business of the Company. Thus, Equityholder agrees that during (i) the period commencing on the Closing Date and ending on the twelve (12) month anniversary of the Closing Date, (ii) the term of Employee's employment with the Parent or the Company or any subsidiary thereof, and (iii) the six month period commencing on the date Employee ceases to be employed by the Parent or the Company or any subsidiary thereof (such period, the "Non-Competition Period"), Equityholder shall not (other than in connection with his employment services to Parent, the Company, or any subsidiary thereof or their respective successors or assigns), without the prior written consent of Parent, directly or indirectly:

(a) engage, on his own behalf or on behalf of any other Person (as defined below), anywhere in the Restricted Territory (as defined below) in any business (including research and development), operations, activities and/or services in the Business;

(b) be or become an officer, director, stockholder, member, owner, affiliate, salesperson, co-owner, partner, trustee, promoter, technician, engineer, analyst, employee, agent, representative, supplier, contractor, consultant, advisor or manager of or to, or otherwise acquire or hold any interest in, or participate in or facilitate the financing, operation, management or control of, any Person engaged in the Business in the Restricted Territory, including the promotion of investments such an entity;

(c) solicit or attempt to solicit any of the Company's customers for a Competitor, or in connection with a Competitor, including any attempts to obtain a confidential customer list or any other Company trade secrets; or

(d) provide any service (as an employee, consultant, or otherwise), product, support, or other assistance to any Competitor in the Restricted Territory;

As used herein, "Competitor" shall mean and include any Person (now existing or hereafter formed) engaged in Business that is conducted by the Company.

Notwithstanding anything herein to the contrary, if Equityholder's employment with the Company is terminated by the Company (or Parent) for No Reason, or by Equityholder for Good Reason (each as defined in Equityholder's employment agreement with the Company ("Employment Agreement")), the Equityholder may either (i) accept the Severance Compensation (as defined in Employment Agreement) or (ii) decline such Severance Compensation and in such case all restrictions against competition set forth in the Non-Competition Agreement shall cease and be of no further force or effect upon the date of termination of Equityholder's employment. Notwithstanding the foregoing, the prohibitions with respect to non-solicitation in Section 3 hereof shall remain in full force and effect. For the sake of clarity, (i) if Equityholder accepts Severance Compensation during the Severance Period Compensation (as defined in Employment Agreement), Equityholder shall be restricted from competing against the Company during that period of time during the Severance Period in which Equityholder accepts Severance Compensation from the Company and (ii) if the Company in good faith determines that Equityholder is competing against the Company while accepting Severance Compensation during the Compensation Period, Company's obligation to pay Severance Compensation to the Equityholder shall immediately cease.

Notwithstanding anything herein to the contrary, nothing in this Agreement shall prevent or restrict Equityholder from any of the following: (i) owning as a passive investment no greater than five percent (5%) of the outstanding shares of the capital equity of an entity (whether public or private) that is engaged in the Business and Equityholder is not otherwise associated with such entity; (ii) being employed by any government agency or non-profit research organization; (iii) becoming associated with, employed by, or otherwise performing services for any person or entity, or subsidiary, subdivision, division, or joint venture of such entity that is a Competitor, where (1) the particular division, subdivision, subsidiary, or business unit that employs Equityholder or for which Equityholder provides services or is associated with is not a

Competitor, or (2) the employment or services provided by Equityholder do not otherwise relate to the Business; (iv) becoming associated with, employed by, or otherwise performing services for any person or entity, or subsidiary, subdivision, division, or joint venture of such entity (including any actions or services provided in forming or developing any such entity) that is not a Competitor, but may do business with or otherwise perform services for a person or entity, or subsidiary, subdivision, division, or joint venture of such entity, as long as Equityholder's services are not related to the Business, (v) engaging in any activity expressly permitted under the Equityholder's employment agreement with the Company (whether such agreement remains in effect or otherwise), or (vi) any activity consented to in writing by Parent, in its sole and absolute discretion.

"Business" means the business of cultivating, producing, manufacturing, marketing, or selling cannabis, in any form, or any derivatives thereof, including, but not limited to, hemp, cannabidiol (CBD) and tetrahydrocannabinol (THC).

"Person" means a natural person, corporation, partnership, or other legal entity, or a joint venture of two or more of the foregoing.

"Restricted Territory" means any state in which the Company or Parent holds a state-issued cannabis license.

3. **Non-Solicitation.** To preserve the value and goodwill of the business of the Company being transferred to Parent as part of the Merger, Equityholder further agrees that during the period commencing on the Closing Date and ending on the thirty-six (36) month anniversary of the Closing Date or the termination of Equityholder's employment with Parent or the Company or any subsidiary thereof, whichever occurs later (or, in the event any reviewing court finds thirty-six (36) months to be overbroad and unenforceable, ending on the twenty-four (24) month anniversary of the Closing Date or the termination of Equityholder's employment with Parent or the Company or any subsidiary thereof, whichever occurs later) (or, in the event any reviewing court finds twenty-four (24) months to be overbroad and unenforceable, ending on the 12-month anniversary of the Closing Date or the termination of Equityholder's employment with Parent or the Company or any subsidiary thereof, whichever occurs later) (the **"Non-Solicitation Period"**), Equityholder shall not, without the prior written consent of Parent, in its sole and absolute discretion, solicit, encourage, or take any other action, directly or indirectly, that is intended to induce or encourage, or has the effect of inducing or encouraging, any employee of the Company or Parent, or any subsidiary of the Company or Parent, to (i) leave his or her employment with the Company or Parent, or any subsidiary of the Company or Parent, or any of their respective successors or assigns or (ii) engage in any activity in which Equityholder would, under the provisions of Section 2 hereof, be prohibited from engaging. Notwithstanding the foregoing, for purposes of this Agreement, the placement of general advertisements that may be targeted to a particular geographic or technical area but that are not specifically targeted toward employees of the Company or Parent or any subsidiary of the Company or Parent or their respective successors or assigns, and the hiring of any person responding to such general advertisements, shall not be deemed to be a breach of this Section 3.

4. **Severability of Covenants.** The covenants contained in Section 2 hereof shall be construed as a series of separate covenants, one for each country, province, state, city or other political subdivision of the Restricted Territory. Except for geographic coverage, each such separate covenant shall be deemed identical in terms to the covenant contained in Section 2 hereof. If, in any judicial proceeding, a court refuses to enforce any of such separate covenants (or any part thereof), then Parent, Merger Sub and Equityholder agree that such unenforceable covenant (or such part) shall be eliminated from this Agreement to the extent necessary to permit the remaining separate covenants (or portions thereof) to be enforced. In the event that the provisions of Section 2 or Section 3 are deemed to exceed the time, geographic or scope limitations permitted by applicable law, then Parent, Merger Sub and Equityholder agree that such provisions shall be

reformed to the maximum time, geographic, or scope limitations, as the case may be, permitted by applicable law.

5. Independence of Obligations. The covenants and obligations of Equityholder set forth in this Agreement shall be construed as independent of any other agreement or arrangement between Equityholder, on the one hand, and Parent, Merger Sub, or any subsidiary of Parent or Merger Sub, on the other.

6. Equityholder Acknowledgements. Equityholder acknowledges that (i) Equityholder has a substantial interest in the Company as the holder of a significant number of units of the Company's capital equity and, as the Company's Chief Executive Officer, is a key and significant member of the management of the Company; (ii) the goodwill associated with the existing business, customers, and assets of the Company prior to the Merger is an integral component of the value of the Company to Parent and is reflected in the consideration payable to Equityholder in connection with the Merger, and (iii) Equityholder's agreement as set forth herein is necessary for the protection of the legitimate business interests of Parent in the Merger and to preserve the value and goodwill of the Company for Parent following the Merger.

Equityholder also acknowledges and agrees that the limitations of time, geography, and scope of activity agreed to in this Agreement are reasonable because, among other things: (A) the Company and Parent are engaged in a highly competitive industry, (B) Equityholder has had unique access to the trade secrets and know-how of the Company and Parent, including, without limitation, the plans and strategy (and, in particular, the competitive strategy) of the Company and Parent, (C) Equityholder has accepted employment with Parent in connection with the Merger on terms that Equityholder believes are favorable to him, (D) by virtue of his employment with Parent, or a subsidiary thereof, Equityholder will have access to Parent's trade secrets and know how, including Parent's plans and strategy (and, in particular, Parent's competitive strategy), (E) in the event Equityholder's employment with Parent or the Company ended, Equityholder believes he would be able to obtain suitable and satisfactory employment without violation of this Agreement; (F) Equityholder believes that this Agreement provides no more protection than is reasonably necessary to protect Parent's legitimate interest in the goodwill, trade secrets, and confidential information of the Company, (G) Equityholder has no current intention of engaging in a business that is competitive with the Business within the area and the time limits set forth in this Agreement, and (H) Equityholder's obligations under this Agreement (and the enforcement thereof) will not prevent him from earning a livelihood

Equityholder further acknowledges and agrees that (i) the execution and delivery and continuation in force of this Agreement is a material inducement to Parent to execute the Merger Agreement and is a mandatory condition precedent to the closing of the Merger, without which Parent would not close the transactions contemplated by the Merger Agreement; (ii) breach of this Agreement will be such that Parent will not have an adequate remedy at law because of the unique nature of the operations and assets being conveyed to Parent; and (iii) execution of this Agreement shall not limit Parent's or Merger Sub's employee policies, including, without limitation, the provisions set forth in Parent's and Merger Sub's confidentiality and proprietary information agreements.

Equityholder further acknowledges and agrees that (i) Equityholder is subject to Parent's confidential information and trade secret protection policies and agrees to comply with such policies, and (ii) during the Non-Competition Period, prior to becoming an employee or partner of or consultant to any Person, Equityholder will provide written notice of such employment, partnership, or consultancy to Parent and provide such Person with an executed copy of this Agreement. Equityholder agrees that the Non-Competition Period shall be tolled during any period of violation of the covenants contained in Section 2 and the Non-Solicitation Period shall be tolled during any period of violation of the covenants contained in Section 3.

7. Reserved.

8. Remedy. Equityholder acknowledges and agrees that (a) the rights of Parent under this Agreement are of a specialized and unique character and that immediate and irreparable damage will result to Parent if Equityholder fails to or refuses to perform his obligations under this Agreement and (b) Parent may, in addition to any other remedies and damages available, obtain an injunction to restrain any such failure or refusal. No single exercise of the foregoing remedies shall be deemed to exhaust Parent's right to such remedies, but the right to such remedies shall continue undiminished and may be exercised from time to time as often as Parent may elect.

9. Non-Exclusivity. The rights and remedies of Parent hereunder are not exclusive of or limited by any other rights or remedies that Parent hereunder may have, whether at law, in equity, by contract, or otherwise, all of which shall be cumulative (and not alternative). Without limiting the generality of the foregoing, the rights and remedies of Parent hereunder, and the obligations and liabilities of Equityholder hereunder, are in addition to their respective rights, remedies, obligations, and liabilities under the law of unfair competition, misappropriation of trade secrets, and the like. This Agreement does not limit Equityholder's obligations or the rights of Parent (or any affiliate of Parent) under the terms of any other agreement between Equityholder and Parent or any affiliate of Parent.

10. Termination of Employment. Except as expressly set forth herein or in Equityholder's Employment Agreement with the Company, Equityholder's obligations under this Agreement shall not be eliminated or diminished by the termination of Equityholder's employment with Parent, Merger Sub, the Company, or any of their subsidiaries, as the case may be, for any reason, including as a result of Equityholder's resignation.

11. Notices. All notices and other communications pursuant to this Agreement shall be in writing and deemed to be sufficient if contained in a written instrument and shall be deemed given if delivered personally, by email (with receipt confirmation), sent by nationally-recognized overnight courier or mailed by registered or certified mail (return receipt requested), postage prepaid, to the respective parties at the following address:

(a) if to Parent or Merger Sub, to:

Greenrose Acquisition Corp.
111 Broadway
Amityville, NY 11797
Attention: William F. Harley III, CEO
Email: mickey@greenrosecorp.com

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

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

(b) if to Equityholder, to the address for notice set forth on Equityholder's signature page hereto

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

(see signature block)

or to such other address as any party may have furnished to the other in writing in accordance herewith, except that notices of change of address shall only be effective upon receipt.

12. Severability. If any provision of this Agreement or any part of any such provision is held under any circumstances to be invalid or unenforceable in any jurisdiction, then (a) such provision or part thereof shall, with respect to such circumstances and in such jurisdiction, be deemed amended to conform to applicable laws so as to be valid and enforceable to the fullest possible extent, (b) the invalidity or unenforceability of such provision or part thereof under such circumstances and in such jurisdiction shall not affect the validity or enforceability of such provision or part thereof under any other circumstances or in any other jurisdiction and (c) such invalidity of enforceability of such provision or part thereof shall not affect the validity or enforceability of the remainder of such provision or the validity or enforceability of any other provision of this Agreement.

13. Governing Law; Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut, regardless of the laws that might otherwise govern under applicable principles of conflicts of law thereof. Each of the parties hereto irrevocably consents to the exclusive jurisdiction and venue of the state and federal courts located in Connecticut, in connection with any matter based upon or arising out of this Agreement or the matters contemplated herein, agrees that process may be served upon them in any manner authorized by the laws of the State of Connecticut for such persons and waives and covenants not to assert or plead any objection which they might otherwise have to such jurisdiction and venue in the state of Connecticut and such process.

14. Waiver. No failure on the part of any party to exercise any power, right, privilege or remedy under this Agreement, and no delay on the part of any party in exercising any power, right, privilege or remedy under this Agreement, shall operate as a waiver of such power, right, privilege or remedy; and no single or partial exercise of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy. No party shall be deemed to have waived any claim arising out of this Agreement, or any power, right, privilege or remedy under this Agreement, unless the waiver of such claim, power, right, privilege or remedy is expressly set forth in a written instrument duly executed and delivered on behalf of the waiving party; and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given.

15. Captions. The captions contained in this Agreement are for convenience of reference only, shall not be deemed to be a part of this Agreement, shall not affect in any way the meaning of this Agreement, and shall not be referred to in connection with the construction or interpretation of this Agreement.

16. Entire Agreement. This Agreement, and the other agreements referred to herein, set forth the entire understanding of Equityholder and Parent relating to the subject matter hereof and supersedes all prior agreements and understandings, both written and oral, between any of such parties relating to the subject matter hereof (but does not in any way merge or supersede the Merger Agreement or any other agreement executed in connection with the Merger Agreement, including the Equityholder's employment agreement with the Company). Equityholder understands and agrees that he has had an opportunity to seek his own counsel in his review of this Agreement.

17. Amendments. This Agreement may not be amended, modified, altered, or supplemented other than by means of a written instrument duly executed and delivered on behalf of Parent and Equityholder.

18. Assignment. This Agreement and all obligations hereunder are personal to Equityholder and may not be transferred or assigned by Equityholder at any time. Parent may assign its rights under this Agreement to any entity in connection with any merger or sale or transfer of all or substantially all of Parent's assets.

19. Binding Nature. Subject to Section 18, this Agreement will be binding upon Equityholder and Equityholder's representatives, executors, administrators, estate, heirs, successors and assigns, and will inure to the benefit of Parent and its successors and assigns.

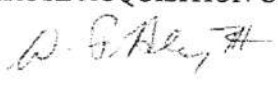
20. Counterpart Execution. This Agreement may be executed by facsimile and in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute but one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

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

PARENT

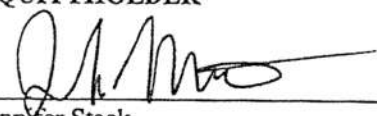
GREENROSE ACQUISITION CORP.

By: 

Name: William F. Harley III

Title: Chief Executive Officer

EQUITYHOLDER


Jennifer Stack

Address: 4 Hipp Rd

New Milford, CT 06776

RETURN DATE: AUGUST 1, 2023 : SUPERIOR COURT
DANIEL "DAN" EMMANS, and : JUDICIAL DISTRICT
JENNIFER MANDZUK, : OF WATERBURY
Plaintiffs, : AT WATERBURY
vs. :
THERAPLANT, LLC, :
Defendant. : MARCH 6, 2024

Deleted: JULY 10, 2023

AMENDED COMPLAINT

COUNT ONE: (Breach of Contract)

1. Plaintiff, Daniel "Dan" Emmans ("Dan Emmans"), is an individual with an address at 176 Hidden Pond Drive, Watertown, Connecticut 06795.

2. Plaintiff, Jennifer Mandzuk, is an individual who resides at 4 Hipp Road, New Milford, CT 06776. Mandzuk was Theraplant's Chief Administrative Officer, and then in July of 2022 when Dan Emmans left the company, Mandzuk was made CEO of the Company.

3. Defendant, Theraplant, LLC, is a Connecticut limited liability company with an office at 856 Echo Lake Road, Watertown, CT 06795 (hereinafter also referred to as "Theraplant").

4. As of November 27, 2021, Theraplant is a wholly-owned subsidiary of the Greenrose Acquisition Corp.

5. Theraplant is a licensed grower and producer of cannabis brands and products in the State of Connecticut.

6. Theraplant's cannabis activities are licensed by the Connecticut Department of Consumer Protection.

7. On or about November 26, 2021, Dan Emmans entered into an Employment Agreement with Theraplant, whereby Emmans and Theraplant agreed to certain terms and conditions of Dan Emmans' employment as outlined in their Employment Agreement (see **Exhibit 1** attached hereto and made a part hereof) (the "Emmans Employment Agreement").

8. On or about November 26, 2021, Jennifer Mandzuk entered into an Employment Agreement with Theraplant, whereby they agreed to certain terms and conditions of Jennifer Mandzuk's employment as outlined in their Employment Agreement (see **Exhibit 2** attached hereto and made a part hereof)(the "Mandzuk Employment Agreement").

9. Plaintiff Emmans worked for the Defendant as its President of Northeast Operations during the period November 26, 2021 through July 18, 2022.

10. On or about July 18, 2022, the Plaintiff Emmans terminated his employment with Theraplant for "Good Reason" (as defined in that certain Employment Agreement dated November 26, 2021 (the "Emmans Employment Agreement").

11. On or about December 17, 2022, Plaintiff Mandzuk terminated her employment with Theraplant for "Good Reason" (as defined in that certain Employment Agreement dated November 26, 2021 (the "Mandzuk Employment Agreement").

12. Upon termination for "Good Reason," pursuant to Section 6(d) of the Emmans and Mandzuk Employment Agreements, Theraplant agreed to pay severance to the Plaintiffs for up to twelve (12) months from termination in accordance with the Defendant's standard payroll schedule (the "Severance Period") as follows:

As to Dan Emmans:

- a. Base Compensation of Mr. Emmans' Base Compensation in effect as of November 26, 2021 (\$350,000.00 annually); and
- b. the cost of COBRA continuation coverage for the Plaintiff and his eligible dependents during the Severance Period.

As to Jennifer Mandzuk:

- c. Base Compensation of Ms. Mandzuk's Base Compensation in effect as of July 18, 2022 (\$375,000.00 annually); and
- d. the cost of COBRA continuation coverage for the Plaintiff and her eligible dependents during the Severance Period.

13. After July 18, 2022, Theraplant breached its Employment Agreement with Plaintiff Emmans in one or more of the following ways:

- a. Theraplant failed to pay Plaintiff Emmans his Base Compensation in effect as of July 18, 2022 (\$350,000.00 annually) during the Severance Period.

14. After January 16, 2023, Theraplant breached its Employment Agreement with Plaintiff Mandzuk in one or more of the following ways:

- a. Theraplant failed to pay Plaintiff Mandzuk her Base Compensation in effect as of July 18, 2022 (\$375,000.00 annually) during the Severance Period; and/or
- b. Theraplant failed to pay Plaintiff Mandzuk for all of the cost of COBRA continuation coverage for the Plaintiff and her eligible dependents.

15. Defendant, Theraplant's actions, as set forth above, in failing to pay Mr. Emmans his Base Compensation severance constitutes a breach of the Emmans' Employment Agreement.

16. Defendant, Theraplant's actions, as set forth above, in failing to pay Ms. Mandzuk her Base Compensation severance and her COBRA continuation coverage constitute a breach of the Mandzuk Employment Agreement.

17. Despite demand, Defendant, Theraplant, has failed, neglected and/or refused to pay the Plaintiffs all of the amounts owed to them.

18. As a direct and proximate cause of the Defendant's actions, as aforesaid, the Plaintiffs have suffered damages.

COUNT TWO: (Breach Of The Duty Of Good Faith And Fair Dealing)

1. The Plaintiff re-states and re-alleges the allegations of Paragraphs 1 through 18 of COUNT ONE, as Paragraphs 1 through 18 of this COUNT TWO, as if more fully and completely set forth herein.

19. Implied in every contract is the duty of good faith and fair dealing.

20. The Defendant breached its duty of good faith and fair dealing to the Plaintiffs by failing to honor the Plaintiffs' Employment Agreements, and in particular, Section 6 thereof.

21. The acts and actions of the Defendant were knowing, intentional, wrongful and malicious, and were made in bad faith, all as set forth in this Complaint.

22. As a direct and proximate cause of the Defendant's actions, as aforesaid, the Plaintiffs have suffered damages.

COUNT THREE: (Negligent Misrepresentation)

1. Paragraphs 1 through 22 of COUNT TWO are re-alleged and reincorporated as Paragraphs 1 through 22 of this COUNT THREE.

23. In order to induce the Plaintiffs to join the Defendant in a high-level executive capacity, the Defendant, by and through various officers, directors, employees and/or agents, made the following representations to the Plaintiffs:

A. On or before November 26, 2021, William "Mickey" Harley (the Greenrose CEO) promised Dan Emmans, and Jennifer Mandzuk, and other stakeholders, that Harley was only purchasing profitable, cash-flowing operations.

B. On or before November 26, 2021, William "Mickey" Harley (the Greenrose CEO) signed an agreement to cover the additional taxes that Dan Emmans, Jennifer Mandzuk and another owner would personally owe if they accepted an increased valuation of their warrants in order to meet the auditors requirements and enable the sale to go through. Jennifer Mandzuk received her tax money after refusing to work until it was paid. Dan Emmans never received his tax money.

C. On or before November 26, 2021, William "Mickey" Harley (the Greenrose CEO) promised the Plaintiffs that there were numerous investors waiting for the de-spac (Theraplant/True Harvest Purchase) to invest (referred to as an "ATM"), and that the company would have plenty of money from this to fund any of the business needs.

D. On or before November 26, 2021, William "Mickey" Harley (the Greenrose CEO) also promised the Plaintiffs that they would continue to receive, at minimum, an annual bonus which was consistent with what they had been receiving up to the sale. If not, the Plaintiffs were afforded the protection of being able to quit for good cause and to receive severance benefits.

E. On or before November 26, 2021, the Plaintiffs' contracts state that they are owed annual bonuses based upon predetermined metrics (see Exhibits 1 and 2). Dan Emmans

never received an annual bonus for 2021, while Jennifer Mandzuk never received an annual bonus for either 2021 or 2022. No effort was made on the part of the Defendant to determine the metrics on which these bonuses were supposed to be based.

F. On or before November 26, 2021, per the sales contract, Greenrose shares were not restricted and could be sold immediately. As of today, Greenrose has still not given the Plaintiffs the needed paperwork to sell their shares.

G. During the week of July 18, 2022, Nicole Conboy (the Chief Administrative Officer) and Bill St. Lawrence (In-House Counsel) promised Jennifer Mandzuk an equity package upon accepting the position of CEO following Dan Emmans' departure. However, Jennifer never received anything.

H. On or before January 9, 2023, Nicole Conboy also promised Jennifer Mandzuk that her vacation time would be paid out despite Theraplant's "use it or lose it" policy, in order to dissuade her from taking vacation leading up to her departure. This was something Theraplant had done for employees on occasion, in the past. Ms. Conboy claimed it was a "wage hour issue" and that "she would take care of it." After Jennifer Mandzuk left Theraplant, Conboy claimed to not know about the company policy and that Conboy "made an error" in promising Jennifer the aforementioned pay-out.

I. During the 30-day transition period after Jennifer gave her notice, and while Jennifer was still working for Theraplant, Nicole Conboy told Jennifer that the Company was in the wrong for not paying Dan's severance and that it was a mistake on their part. Conboy told Mandzuk that it was "contractual" and a "wage hour issue."

24. The Defendant knew or should have known that it did not intend to honor its promises to the Plaintiffs.

25. The Defendant knew or should have known that the aforementioned representations were false.

26. The Plaintiffs reasonably and justifiably relied upon the Defendant's representations, as aforesaid, to their detriment.

27. As a direct and proximate cause of the actions of the Defendant, as aforesaid, the Plaintiffs have been damaged.

COUNT FOUR: (FRAUDULENT MISREPRESENTATION)

1. Paragraphs 1 through 27 of COUNT THREE are re-alleged and reincorporated as Paragraphs 1 through 27 of this COUNT FOUR.

28. The statements made by the Defendant were untrue and known to be so by the Defendant.

29. The statements were made by the Defendant to the Plaintiff for the purpose of inducing reliance thereon.

30. The Plaintiffs reasonably relied upon the Defendant's statements to their detriment.

31. The Defendant actively and fraudulently concealed its actions from the Plaintiffs until after the Plaintiffs terminated their employment with the Defendant for Good Reason.

32. As a direct and proximate cause of the Defendant's actions, as aforesaid, the Plaintiffs have suffered damages.

COUNT FIVE: (CUTPA)

1. Paragraphs 1 through 32 of COUNT FOUR are re-alleged and reincorporated as Paragraphs 1 through 32 of this COUNT FIVE.

33. Defendant Theraplant is a “person” within the meaning of Connecticut General Statutes § 42-110(a)(3).

34. Defendant Theraplant is engaged in commerce within the meaning of Connecticut General Statutes § 42-110a(4).

35. The Defendant, by and through its officers, employees and/or agents made material misrepresentations to the Plaintiffs with respect to severance payments it would make to the Plaintiffs upon their termination for Good Reason, and made false promises of a character likely to influence, persuade or induce the procurement of the Employment Agreements.

36. The actions of the Defendant constitutes unfair and/or deceptive acts or practices which violate C.G.S. § 42-110a *et seq.* in that they offend public policy as it has been established by statutes, the common law, or otherwise, or was within at least the penumbra of some common law, statutory or other established concept of unfairness; were immoral, unethical, oppressive or unscrupulous; and caused substantial injury to the Plaintiffs which the Plaintiffs could not reasonably have avoided and which were not outweighed by any countervailing benefits to consumers or competition that they produced.

37. The acts of the Defendant described above were done with a reckless indifference to the rights of the Plaintiffs or were an intentional and wanton violation of these rights.

38. The actions of the Defendant described above have caused the Plaintiffs to suffer an ascertainable loss of money or property and actual damages.

39. A copy of this Complaint has been forwarded to the Commissioner of Consumer Protection through his designee, the Attorney General of the State of Connecticut.

40. As a direct and proximate cause of the Defendant's actions, as aforesaid, the Plaintiffs have suffered damages.

COUNT SIX: (Unjust Enrichment) (As to all Defendants)

1. Plaintiff, Daniel "Dan" Emmans ("Dan Emmans"), is an individual with an address at 176 Hidden Pond Drive, Watertown, Connecticut 06795.

2. Plaintiff, Jennifer Mandzuk, is an individual who resides at 4 Hipp Road, New Milford, CT 06776. Mandzuk was Theraplant's Chief Administrative Officer, and then in July of 2022 when Dan Emmans left the company, Mandzuk was made CEO of the Company.

3. Defendant, Theraplant, LLC, is a Connecticut limited liability company with an office at 111 Broadway, Amityville, NY 11701 (hereinafter also referred to as "Theraplant").

4. As of November 27, 2021, Theraplant is a wholly-owned subsidiary of the Greenrose Acquisition Corp.

5. Theraplant is a licensed grower and producer of cannabis brands and products in the State of Connecticut.

6. Theraplant's cannabis activities are licensed by the Connecticut Department of Consumer Protection.

7. On or about November 26, 2021, Dan Emmans entered into an Employment Agreement with Theraplant, whereby Emmans and Theraplant agreed to certain terms and conditions of Dan Emmans' employment as outlined in their Employment Agreement (see **Exhibit 1** attached hereto and made a part hereof) (the "Emmans Employment Agreement").

8. On or about November 26, 2021, Jennifer Mandzuk entered into an Employment Agreement with Theraplant, whereby they agreed to certain terms and conditions of Jennifer Mandzuk's employment as outlined in their Employment Agreement (see **Exhibit 2** attached hereto and made a part hereof)(the "Mandzuk Employment Agreement").

9. Plaintiff Emmans worked for the Defendant as its Regional President of the Company during the period November 26, 2021 through July 18, 2022.

10. On or about July 18, 2022, the Plaintiff terminated his employment with Theraplant for "Good Reason" (as defined in that certain Employment Agreement dated November 26, 2021 (the "Emmans Employment Agreement").

11. On or about December 17, 2022, Plaintiff Mandzuk terminated her employment with Theraplant for "Good Reason" (as defined in that certain Employment Agreement dated November 26, 2021 (the "Mandzuk Employment Agreement").

12. Upon termination for "Good Reason," pursuant to Section 6(d) of the Emmans and Mandzuk Employment Agreements, Theraplant agreed to pay severance to the Plaintiffs for up to twelve (12) months from termination in accordance with the Defendant's standard payroll schedule (the "Severance Period") as follows:

As to Dan Emmans:

- a. Base Compensation of Mr. Emmans' Base Compensation in effect as of July 18, 2022 (\$350,000.00 annually); and
- b. the cost of COBRA continuation coverage for the Plaintiff and his eligible dependents during the Severance Period.

As to Jennifer Mandzuk:

c. Base Compensation of Ms. Mandzuk's Base Compensation in effect as of July 18, 2022 (\$375,000.00 annually); and

d. the cost of COBRA continuation coverage for the Plaintiff and her eligible dependents during the Severance Period.

13. After July 18, 2022, Theraplant breached its Employment Agreement with Plaintiff Emmans in one or more of the following ways:

a. Theraplant failed to pay the Plaintiff his Base Compensation in effect as of July 18, 2022 (\$350,000.00 annually) during the Severance Period;

14. After January 16, 2023, Theraplant breached its Employment Agreement with Plaintiff Mandzuk in one or more of the following ways:

a. Theraplant failed to pay Plaintiff Mandzuk her Base Compensation in effect as of July 18, 2022 (\$375,000.00 annually) during the Severance Period; and/or

b. Theraplant failed to pay Plaintiff Mandzuk for all of the cost of COBRA continuation coverage for the Plaintiff and his eligible dependents.

15. Defendant, Theraplant's actions, as set forth above, in failing to pay Mr. Emmans his Base Compensation severance constitutes a breach of the Emmans' Employment Agreement.

16. Defendant, Theraplant's actions, as set forth above, in failing to pay Ms. Mandzuk her Base Compensation severance and her COBRA continuation coverage constitute a breach of the Mandzuk Employment Agreement.

17. Despite demand, Defendant, Theraplant, has failed, neglected and/or refused to pay the Plaintiffs all of the amounts owed to them.

18. The Defendant remains in possession of money and/or property belonging to the Plaintiffs.

19. The Defendant wrongfully detained the aforementioned money and/or property of the Plaintiffs, and has no valid or justifiable basis on which to retain or otherwise keep said money and/or property belonging to the Plaintiffs.

20. As a result of the foregoing, the Defendant has been unjustly enriched by its receipt and retention of the money and/or property belonging to the Plaintiffs and retained by the Defendant's actions, as aforesaid.

21. Thus, the Defendant has received a benefit for which it unjustly did not pay.

22. The Defendant's failure to pay for that benefit was to the Plaintiffs' detriment.

23. As a direct and proximate cause of the Defendant's actions, as aforesaid, the Plaintiffs have suffered damages.

COUNT SEVEN: (Failure to Pay Wages)

1. The Plaintiffs re-state and re-allege the allegations of Paragraphs 1 through 18 of COUNT ONE, as Paragraphs 1 through 18 of this COUNT SEVEN, as if more fully and completely set forth herein.

19. The amounts sought by the Plaintiffs, as set forth above, are wages under Connecticut law.

20. As set forth above, the Defendant has failed to pay the Plaintiffs' wages in violation of the provisions of Conn. Gen. Stat. §§ 31-71a to 31-71i, inclusive.

21. The acts and actions of the Defendant were arbitrary, unreasonable, knowing, intentional, wrongful and malicious, and were made in bad faith, all as set forth in this Complaint.

22. By failing to pay the Plaintiffs' wages, the Defendant is liable for double damages pursuant to Conn. Gen. Stat. § 31-72, et seq.

23. As a direct and proximate cause of the Defendant's actions, as aforesaid, the Plaintiffs have suffered damages.

WHEREFORE, the Plaintiffs pray for judgment as follows:

AS TO **COUNT ONE**: (Breach of Contract)

1. Money damages;
2. Interest pursuant to C.G.S. § 37-3a;
3. Costs;
4. Reasonable attorney's fees; and
5. Such other and further relief, either legal or equitable, which the Court deems just and proper.

AS TO **COUNT TWO**: (Breach of the Duty of Good Faith and Fair Dealing)

1. Money damages;
2. Interest pursuant to C.G.S. § 37-3a;
3. Costs;
4. Reasonable attorney's fees; and
5. Such other and further relief, either legal or equitable, which the Court deems just and proper.

AS TO **COUNT THREE**: (Negligent Misrepresentation)

1. Money damages;
2. Interest pursuant to C.G.S. § 37-3a;
3. Costs;
4. Reasonable attorney's fees; and
5. Such other and further relief, either legal or equitable, which the Court deems just and proper.

AS TO **COUNT FOUR**: (Fraudulent Misrepresentation)

1. Money damages;
2. Punitive damages;
3. Interest pursuant to C.G.S. § 37-3a;
4. Costs;
5. Reasonable attorney's fees; and
6. Such other and further relief, either legal or equitable, which the Court deems just and proper.

AS TO **COUNT FIVE:** (CUTPA – C.G.S. § 42a – 110b)

1. Money damages;
2. Interest pursuant to C.G.S. § 37-3a;
3. Punitive damages;
4. Punitive damages pursuant to Conn. Gen. Stat. § 42-110g(a);
5. Costs and reasonable attorney's fees pursuant to Conn. Gen. Stat. § 42-110g(d); and
6. Such other and further relief, either legal or equitable, which the Court deems just and proper.

AS TO **COUNT SIX:** (Unjust Enrichment)

1. Money damages;
2. Interest pursuant to C.G.S. § 37-3a;
3. Costs;
4. Reasonable attorney's fees; and
5. Such other and further relief, either legal or equitable, which the Court deems just and proper.

AS TO COUNT SEVEN: (Failure to Pay Wages)

1. Money damages;
2. Punitive damages;
3. Double damages pursuant to C.G.S. § 31-72, et seq.
4. Attorney's fees and costs pursuant to C.G.S. § 31-72, et seq.
5. Interest pursuant to C.G.S. § 37-3a;
6. Costs;
7. Reasonable attorney's fees; and
8. Such other and further relief, either legal or equitable, which the Court deems just and proper.

**THE PLAINTIFFS -
DANIEL "DAN" EMMANS
and JENNIFER MANDZUK**

By _____
John M. Wolfson
Benjamin M. Wattenmaker
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RETURN DATE: AUGUST 1, 2023	:	SUPERIOR COURT
	:	
DANIEL "DAN" EMMANS, and	:	JUDICIAL DISTRICT
JENNIFER MANDZUK,	:	
	:	OF WATERBURY
Plaintiffs,	:	
	:	AT WATERBURY
vs.	:	
	:	
THERAPLANT, LLC,	:	
	:	
Defendant.	:	<u>MARCH 6, 2024</u>

Deleted: JULY 10, 2023

STATEMENT OF AMOUNT IN DEMAND

The amount in demand, exclusive of interest and costs, is greater than Two Thousand Five Hundred and 00/100 (\$2,500.00) Dollars. The Plaintiff demands equitable relief in addition to money damages.

**THE PLAINTIFFS -
DANIEL "DAN" EMMANS
and JENNIFER MANDZUK**

By _____
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