

## FRAMEWORK AGREEMENT

This Agreement is made as of the 2nd day of July, 2020 between

**GREENLANE RENEWABLES INC.**, a corporation formed under the laws of the Province of British Columbia, Canada  
("Greenlane")

and

**PRESSURE TECHNOLOGIES plc**, a public limited company formed under the laws of England and Wales  
("PT")

and

**CREATION PARTNERS LLP**, a limited liability partnership formed under the laws of the Province of British Columbia, Canada  
("Creation Partners")

and

**BRAD DOUVILLE**, an individual resident in British Columbia  
("Douville")

### RECITALS

- A. Greenlane and PT entered into the Share Purchase Agreement pursuant to which Greenlane has purchased from PT all of the share capital of PT Biogas Holdings Limited.
- B. On closing of the Acquisition, Greenlane issued to PT an aggregate of 17,418,000 special warrants that were subsequently exercised into Common Shares and 8,709,000 Warrants. PT currently holds 11,757,150 Common Shares and 7,141,380 Warrants.
- C. The Parties have negotiated the Term Sheet that provides for the ability of PT to dispose of the balance of Common Shares and Warrants held by PT on the terms and conditions of this Framework Agreement.

**FOR VALUE RECEIVED**, the Parties agree as follows:

### ARTICLE 1– INTERPRETATION

#### Section 1.1 Definitions

In this Agreement:

- (1) "**Acquisition**" means the acquisition by Greenlane from PT of all of the share capital of PT Biogas Holdings Limited effective as of June 3, 2019;

- (2) **“Agreement”** means this Framework Agreement, as it may be amended or supplemented from time to time;
- (3) **“Business Day”** means a day on which banks are open for business in Vancouver, British Columbia and London, England but does not include a Saturday, Sunday and any other day which is a legal holiday in any such city;
- (4) **“Common Shares”** means the common shares in the capital of Greenlane;
- (5) **“Computershare”** means Computershare Trust Company of Canada;
- (6) **“[REDACTED]”** means [REDACTED];
- (7) **“Creation Partners”** means Creation Partners LLP;
- (8) **“Creation Partners Advisory Fee Agreement”** means the advisory fee agreement dated June 3, 2019 between Creation Partners and PT pursuant to which PT agreed to pay to Creation Partners an advisory fee (the **“Advisory Fee”**) comprised of Common Shares and Warrants, of which 1,915,980 Common Shares and 957,990 Warrants remain to be paid to Creation Partners, subject to the provisions of the Creation Partners Advisory Fee Agreement;
- (9) **“Deal Terms”** means the commercial deal terms agreed to between Greenlane and PT for the completion of the PT Disposition, as contemplated in the Term Sheet, including the sales price of the Common Shares and Warrants, the manner of completion of the PT Disposition with [REDACTED] and whether the Warrants will be exercised as part of the PT Disposition;
- (10) **“Disposition Proceeds”** means the gross proceeds of sale realized by [REDACTED] in connection with its sale of the PT Free Trading Securities to the ultimate purchasers, as contemplated in Section 2.1 of this Agreement, and which will include the gross proceeds of sale of any Warrant Shares, after deduction of the Warrant exercise price, as contemplated in Section 2.3 of this Agreement;
- (11) **“Douville”** means Brad Douville;
- (12) **“Douville LTIP Agreement”** means the agreement dated June 3, 2019 between Douville and PT pursuant to which PT has agreed to deliver to Common Shares and Warrants to Douville as payment for Douville waiving his entitlement to certain long-term incentive plan benefits (the **“LTIP Payment”**), of which 2,177,250 Common Shares and 1,088,625 Warrants remain to be delivered to Douville, subject to the provisions of the Douville LTIP Agreement;
- (13) **“Escrow Confirmation Agreements”** means escrow confirmation agreements entered into between PT and each of Creation Partners and Douville pursuant to which PT has agreed to deliver certain Common Shares and Warrants into escrow with Sangra Moller LLP to be held in accordance with the Creation Partners Advisory Fee Agreement and the Douville LTIP Agreement, as applicable;
- (14) **“Effective Date”** means date of this Agreement;
- (15) **“June 10 Disposition Proceeds”** means the proceeds of the June 10, 2020 disposition by PT of 2,525,610 Common Shares equal to \$984,988;
- (16) **“Party”** means a party to this Agreement and any reference to a Party includes its successors and permitted assigns and **“Parties”** means every Party;

(17) **“Promissory Note”** means the secured promissory note dated effective June 3, 2019 and issued by Greenlane in favour of PT upon completion of the Acquisition in accordance with the Share Purchase Agreement;

(18) **“PT Broker Expenses”** all broker fees, commissions and related expenses incurred by PT in connection with the PT Disposition, including broker fees, commissions and expenses paid to [REDACTED];

(19) **“PT Disposition”** means the disposition of the PT Free Trading Securities by PT pursuant to and in accordance with Article 2 of this Agreement;

(20) **“PT Escrow Position”** means the following securities registered in the name of PT and held by Computershare pursuant to TSXV Escrow Agreement in accordance with the TSXV Escrow Policy:

(a) 3,309,420 Common Shares, and

(b) 1,654,710 Warrants;

(21) **“PT Free Trading Securities”** means the following securities registered in the name of PT, excluding the PT Remaining Free Trading Position that are free of TSXV escrow and are available for resale by PT pursuant to Article 2 of this Agreement:

(a) 7,663,920 Common Shares, and

(b) 5,094,765 Warrants;

(22) **“PT Remaining Free Trading Position”** means the following securities registered in the name of PT that are free from any TSXV escrow and are to be withheld from the PT Disposition and transferred to Creation Partners and Douville as provided for in this Agreement upon completion of the PT Disposition:

(a) 783,810 Common Shares, and

(b) 391,905 Warrants;

(23) **“Share Purchase Agreement”** means the share purchase agreement between Greenlane and PT dated as of April 1, 2019, as amended pursuant to Amending Agreements dated as of May 10, 2019, May 23, 2019 and May 31, 2019, pursuant to which Greenlane and PT have completed the Acquisition;

(24) **“Term Sheet”** means the term sheet negotiated by Greenlane and PT that contemplated the completion of the PT Disposition on the terms set forth in this Framework Agreement;

(25) **“Transaction Expenses”** means the total transaction expenses incurred by Greenlane and PT in completing the transactions contemplated by this Agreement, including reasonable legal fees, disbursements and expenses, but excluding (i) professional fees incurred by a Party in connection with accounting and tax matters, and (ii) with respect to PT, the PT Broker Expenses. Such Transaction Expenses will be capped at \$[REDACTED];

(26) **“TSXV”** means the TSX Venture Exchange;

(27) **“TSXV Escrow Policy”** means TSXV Policy 5.4 - *Escrow, Vendor Consideration and Resale Restrictions*;

(28) **“TSXV Escrow Agreement”** means the escrow agreement dated June 3, 2019 entered into among Greenlane, Computershare, as escrow agent, and each of the securityholders of Greenlane named therein, including PT;

(29) **“Warrants”** means the share purchase warrants of Greenlane exercisable for one Greenlane Common Share at an exercise price of \$0.26 per Greenlane Common Share for a period of two years expiring June 3, 2021; and

(30) **“Warrant Shares”** means the Common Shares of Greenlane issuable upon exercise of the Warrants.

In addition, capitalized terms used herein but not defined will have the meanings prescribed to them under the Share Purchase Agreement unless the context clearly indicates otherwise.

### **Section 1.2 Actions on Non-Business Days**

If any payment is required to be made or other action (including the giving of notice) is required to be taken pursuant to this Agreement on a day which is not a Business Day, then such payment or action shall be considered to have been made or taken in compliance with this Agreement if made or taken on the next succeeding Business Day.

### **Section 1.3 Currency**

All dollar amounts referred to in this Agreement are stated in Canadian dollars.

### **Section 1.4 Calculation of Time**

In this Agreement, except as otherwise provided, a period of days shall be deemed to begin on the first day after the event which began the period and to end at 5:00 p.m. Pacific time on the last day of the period. If any period of time is to expire hereunder on any day that is not a Business Day, the period shall be deemed to expire at 5:00 p.m. Pacific time on the next succeeding Business Day.

### **Section 1.5 Additional Rules of Interpretation**

(1) **Gender and Number.** In this Agreement, unless the context requires otherwise, words in one gender include all genders and words in the singular include the plural and vice versa.

(2) **Headings and Table of Contents.** The inclusion in this Agreement of headings of Articles and Sections and the provision of a table of contents are for convenience of reference only and are not intended to be full or precise descriptions of the text to which they refer.

(3) **Section References.** Unless the context requires otherwise, references in this Agreement to Articles or Sections are to Articles or Sections of this Agreement.

(4) **Words of Inclusion.** Wherever the words “include”, “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation” and the words following “include”, “includes” or “including” shall not be considered to set out an exhaustive list.

(5) **Writing.** References to “in writing”, “written” and similar expressions include material that is printed, handwritten, typewritten, faxed, emailed, or otherwise capable of being visually reproduced at the point of reception.

## ARTICLE 2– PT DISPOSITION

### Section 2.1 Completion of PT Disposition

Forthwith following the execution of this Agreement, PT will use commercially reasonable efforts to complete the PT Disposition as soon as practical on the following basis:

- (a) the PT Disposition will be completed in accordance with the Deal Terms agreed to by PT and Greenlane;
- (b) PT will use **[REDACTED]** as its agent in completing the PT Disposition; and
- (c) **[REDACTED]** may, in completing the PT Disposition, sell the Warrant Shares underlying all or a portion of the Warrants, provided that:
  - (i) the Warrant Shares will be sold at the same price as the Common Shares forming part of the original PT Free Trading Securities; and
  - (ii) the sale of the Warrant Shares will complete concurrently with the sale of the Common Shares forming part of the original PT Free Trading Securities.

### Section 2.2 Reporting to Greenlane

PT will forthwith report to Greenlane at the earliest commercially reasonable opportunity and promptly upon Greenlane's request as to the following:

- (a) the status of completion of the PT Disposition;
- (b) the amount of the Disposition Proceeds;
- (c) whether the PT Disposition included the sale of any Warrant Shares on a post-exercise basis, and, if so, the number of such Warrant Shares; and
- (d) in the event of any delay in completion of the PT Disposition or the failure of the PT Disposition to complete, the reasons for such delay or failure.

### Section 2.3 Warrant Exercise

In the event that the PT Disposition completed by **[REDACTED]** includes the sale of any Warrant Shares issued upon exercise of all or a portion of the Warrants forming a part of the PT Free Trading Securities, as permitted pursuant to Section 2.1(c) above, then the Disposition Proceeds will be calculated as the sum of the following:

- (a) with respect to the Common Shares forming part of the original PT Free Trading Securities and any Warrants forming part of the original PT Free Trading Securities, the gross proceeds of sale realized by **[REDACTED]** in connection with its sale of these PT Free Trading Securities to the ultimate purchasers; plus
- (b) with respect to any Warrant Shares sold further to the exercise of any of the Warrants forming part of the original PT Free Trading Securities, the gross proceeds of sale realized

by [REDACTED] in connection with its sale of these Warrant Shares, less the exercise price of \$0.26 per share.

### ARTICLE 3– PROMISSORY NOTE

#### Section 3.1 Amendment to Promissory Note

Greenlane and PT agree that effective upon the completion of the PT Disposition and without any further action of the Parties, the Promissory Note will be amended as follows:

- (a) the principal amount outstanding under the Promissory Note will be re-calculated as being equal to the following:
  - (i) the amount of the Purchase Price of £10.1 million payable by Greenlane to PT under the Share Purchase Agreement denominated in Canadian dollars, as calculated using the agreed Exchange Rate in the Share Purchase Agreement as being equal to \$17,592,180; less
  - (ii) the Closing Cash Consideration paid by Greenlane to PT on closing of the Acquisition under the Share Purchase Agreement in the amount of \$3,415,363; less
  - (iii) the cash payment in the amount of \$3,473,818 made by Greenlane to PT in February 2020 as a reduction to the outstanding principal amount of the Promissory Note; less
  - (iv) the June 10 Disposition Proceeds; less
  - (v) the Disposition Proceeds;

provided the outstanding principal amount under the Promissory Note will be allocated between British Pounds Sterling and Canadian Dollars on a 50:50 basis under the Promissory Note based on the exchange rate reported by the Bank of Canada on the date of the completion of the PT Disposition;

- (b) the definition of Maturity Date under the Promissory Note will be amended to be June 30, 2021;
- (c) interest will accrue from the date of the completion of the PT Disposition based on the reduced principal amount calculated under paragraph (a) above and will be payable in accordance with the terms of the Promissory Note;
- (d) interest payable under the Promissory Note will be calculated up to the date of the completion of the PT Disposition and will be paid on the amended Maturity Date; and
- (e) the Promissory Note will continue in full force effect without amendment other than as expressly set forth herein.

## ARTICLE 4– TERMINATION OF RIGHT TO DIRECT SALE AGREEMENT

### Section 4.1 Completion of PT Disposition

In order to facilitate the PT Disposition, Greenlane hereby:

- (a) consents to PT proceeding with the PT Disposition in accordance with Article 2 of this Agreement; and
- (b) waives its rights under the Right to Direct Sale Agreement to the extent necessary to enable PT to proceed with the PT Disposition.

### Section 4.2 Termination of Right to Direct Sale Agreement

Greenlane and PT agree that effective immediately prior to the completion of the PT Disposition, and without any further action of the Parties:

- (a) the Right to Direct Sale Agreement will be hereby terminated and of no further force or effect; and
- (b) each party will be deemed to have released the other from any claims, liabilities, damages or causes of action in connection with the Right to Direct Sale Agreement.

## ARTICLE 5– TERMINATION OF ESCROW CONFIRMATION AGREEMENTS

### Section 5.1 Escrow Confirmation Agreements

In order to facilitate the PT Disposition, each of Creation Partners and Douville hereby consents to PT proceeding with the PT Disposition in accordance with Article 2 of this Agreement and waives its rights under the Escrow Confirmation Agreements to the extent necessary to enable PT to proceed with the PT Disposition.

### Section 5.2 Termination of Escrow Confirmation Agreements

PT, Creation Partners and Douville agree that effective immediately prior to the completion of the PT Disposition, and without any further action of the Parties:

- (a) each of the Escrow Confirmation Agreements will be terminated with effect immediately prior to the completion of the PT Disposition, and without any further action of the Parties; and
- (b) PT will forthwith following the completion of the PT Disposition effect the following transfers of Common Shares and Warrants to Creation Partners:

	Common Shares	Warrants
PT Remaining Free Trading Position	366,890	183,445
PT Escrow Securities	1,549,090	774,545

<b>Total</b>	<b>1,915,980</b>	<b>957,990</b>
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- (c) Upon completion of the transfers of Common Shares and Warrants to Creation Partners under paragraph (b) above, the Advisory Fee payable by PT to Creation Partners under the Creation Partners Advisory Fee Agreement will be deemed to have been paid in full by PT to Creation Partners, and each of PT and Creation Partners will be deemed to have released the other from any claims, liabilities, damages or causes of action in connection with the Creation Partners Advisory Fee Agreement;
- (d) PT will forthwith following the completion of the PT Disposition effect the following transfers of Common Shares and Warrants to Douville:

	<b>Common Shares</b>	<b>Warrants</b>
PT Remaining Free Trading Position	416,920	208,460
PT Escrow Securities	1,760,330	880,165
<b>Total</b>	<b>2,177,250</b>	<b>1,088,625</b>

- (e) Upon completion of the transfers of Common Shares and Warrants to Douville under paragraph (d) above, the LTIP Payment payable by PT to Douville under the Douville LTIP Agreement will be deemed to have been paid in fully by PT to Douville, and each of PT and Douville will be deemed to have released the other from any claims, liabilities, damages or causes of action in connection with the Douville LTIP Agreement;
- (f) In order to facilitate the transfers of the PT Escrow Securities as outlined above in paragraphs (b) and (d):
- (i) Greenlane, at its expense, will make application to the TSXV for approval of the transfers of the PT Escrow Securities and will make payment of all required filing fees;
  - (ii) PT will deliver duly executed instruments of transfer in a form required by Computershare to effect the required transfers, with Medallion guarantees where required by Computershare; and
  - (iii) each Party will use commercially reasonable efforts and make such further deliveries as required to facilitate the transfers, provided that PT will not be responsible for any expenses associated with the completion of the transfers of the PT Escrow Securities other than the costs of obtaining and delivering the required instruments of transfer.
- (g) to the extent that the Parties are unable to obtain the approval of the TSXV to the approval to the transfer of any of the PT Escrow Securities to Creation Partners and Douville as

contemplated above, PT will be deemed to hold such PT Escrow Securities in trust for Creation Partners and Douville, each to the extent applicable, and will transfer such PT Escrow Securities to Creation partners and Douville, as applicable, forthwith upon the release of such PT Escrow Securities to PT under the TSX Escrow Agreement.

## **ARTICLE 6– TRANSACTION EXPENSES**

### **Section 6.1 Transaction Expenses**

Greenlane and PT agree that the Transaction Expenses incurred in completing the transactions contemplated by this Agreement, including the negotiation and execution of this Agreement and the completion of the transfer of shares under the TSXV Escrow Agreement, will be shared equally between them on an aggregate basis, and that the payments required by Section 6.2 of this Agreement will be made to give effect to this Agreement.

### **Section 6.2 Adjustment of Transaction Expenses**

Greenlane and PT will adjust the Transaction Expenses between them in accordance with the following:

- (a) no later than 30 days following the date of the completion of the PT Disposition, Greenlane and PT will each deliver to the other such Party's calculation of its Transaction Expenses, together with reasonable documentation supporting such Transaction Expenses;
- (b) Greenlane and PT will provide any notice of objection with respect to any contested Transaction Expenses within 10 business days of receipt of the other Party's calculation of Transaction Expenses (the "**Objection Period**");
- (c) in the event of any dispute, Greenlane and PT will use best efforts to resolve the dispute in a commercially reasonable manner;
- (d) within 5 Business Days of the expiry of the Objection Period, or within 5 Business Days of resolution of any dispute, one of the following payments will be made:
  - (i) if PT's Transaction Expenses are less than 50% of the total Transaction Expenses, PT will pay to Greenlane an amount equal to the amount by which PT's Transaction Expenses are less than 50% of the Transaction Expenses; or
  - (ii) If Greenlane's Transaction Expenses are less than 50% of the total Transaction Expenses, Greenlane will pay to PT an amount equal to the amount by which Greenlane's Transaction Expenses are less than 50% of the Transaction Expenses.

## **ARTICLE 7– TERMINATION**

### **Section 7.1 Termination**

In the event that the PT Disposition has not completed within ten (10) trading days of the date of this Agreement, this Agreement will terminate and be deemed to be of no further force of effect.

## ARTICLE 8– MISCELLANEOUS

### Section 8.1 Further Assurances

Each Party shall from time to time promptly execute and deliver all further documents and take all further action as a Party may reasonably request to give effect to the provisions and intent of this Agreement.

### Section 8.2 Representations

Greenlane represents and warrants to PT that the actions taken by Greenlane to complete the transactions contemplated hereunder shall be effected in compliance with all applicable laws, including securities laws.

### Section 8.3 Notice

Unless otherwise specified, each notice to a Party must be given in writing and delivered personally or by courier, sent by prepaid registered mail or delivered electronically by PDF of the original sent via e-mail to the Party as follows:

If to PT:

**Pressure Technologies plc**  
Unit 6b Newton Business Centre  
Newton Chambers Road  
Chapelton, United Kingdom  
S35 2PH

Attention: Ms. Joanna Allen  
Fax: [REDACTED]  
E-mail: [REDACTED]

with a copy to:

**Sangra Moller LLP**  
1000 - 925 West Georgia Street  
Vancouver, British Columbia, V6C 3L2

Attention: Mihai Ionescu  
Email: mionescu@sangramoller.com  
Fax: (604) 669-8803

If to Greenlane, Creation Partners or Douville:

**c/o Greenlane Renewables Inc.**

Suite 110, 3605 Gilmore Way  
Burnaby, British Columbia,

Canada V5G 4X5

Attention: Mr. Brad Douville, Chief Executive Officer  
E-mail: brad.douville@greenlanerenewables.com

With a copy to:

**McMillan LLP**  
1055 West Georgia Street, Suite 1500  
Vancouver, BC V6E 4N7  
Canada

Attention: Stephen Wortley/ Michael Taylor  
Fax: 604.685.7084  
E-mail: [stephen.wortley@mcmillan.ca](mailto:stephen.wortley@mcmillan.ca)/ [michael.taylor@mcmillan.ca](mailto:michael.taylor@mcmillan.ca)

or to any other address or person that the Party designates. Any notice, if delivered: (a) personally or by courier, will be deemed to have been given and received on the day it is so delivered and at such address; (b) by pre-paid registered mail, will be deemed to have been given and received on the fourth (4<sup>th</sup>) Business Day following the date of its mailing, or (c) electronically, on the Business Day following the day it is so delivered.

#### **Section 8.4 Time**

For every provision of this Agreement, time is of the essence.

#### **Section 8.5 Governing Law**

This Agreement is governed by, and is to be construed and interpreted in accordance with, the laws of the Province of British Columbia and the laws of Canada applicable in the Province of British Columbia.

#### **Section 8.6 Submission to Jurisdiction**

Each of the Parties irrevocably submits to the non-exclusive jurisdiction of the courts of the Province of British Columbia.

#### **Section 8.7 Entire Agreement**

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, negotiations, discussions, undertakings, representations, warranties and understandings, whether written or oral, including the Term Sheet. There are no representations, warranties, covenants, conditions or other agreements, express or implied, collateral, statutory or otherwise, between the Parties in connection with the subject matter of this Agreement, except as specifically set out in this Agreement.

### **Section 8.8 Amendment**

No amendment, supplement, restatement or termination of any provision of this Agreement is binding unless it is in writing and signed by each person that is a party to this Agreement at the time of the amendment, supplement, restatement or termination.

### **Section 8.9 Waiver**

No waiver of any provision of this Agreement is binding unless it is in writing and signed by all the Parties to this Agreement entitled to grant the waiver. No failure to exercise, indulgence, forbearance or other accommodation, and no delay in exercising, any right or remedy, under this Agreement will be deemed to be a waiver of that right or remedy. No waiver of any breach of any provision of this Agreement will be deemed to be a waiver of any subsequent breach of that provision.

### **Section 8.10 Severability**

If any provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, the illegality, invalidity or unenforceability of that provision will not affect:

- (a) the legality, validity or enforceability of the remaining provisions of this Agreement; or
- (b) the legality, validity or enforceability of that provision in any other jurisdiction.

### **Section 8.11 Assignment and Enurement**

No Party may assign its rights or obligations under this Agreement without the prior written consent of the other Parties. Any purported assignment of rights or delegation of obligations in violation of this Section 8.11 shall be null and void, and of no effect. This Agreement enures to the benefit of and binds the Parties and their respective successors and permitted assigns.

### **Section 8.12 Counterparts Electronic Signatures**

This Agreement and other documents to be delivered pursuant to this Agreement may be executed in any number of counterparts, each of which when executed and delivered is an original but all of which taken together constitute one and the same instrument. To evidence its execution of an original counterpart of this Agreement, a Party may send a copy of its original signature on the execution page hereof to the other Party by electronic transmission and such transmissions shall constitute effective delivery of an executed copy of this Agreement to the receiving Party for all purposes.

### **Section 8.13 Expenses**

Except as otherwise expressly provided in this Agreement, each Party shall pay its respective legal, accounting and other professional advisory fees, costs and expenses incurred in connection with the negotiation, preparation and execution of this Agreement, as well as any other fees, costs and expenses incurred by it, unless otherwise specifically set out in this Agreement.

***[The remainder of this page is intentionally left blank.]***

The Parties have executed this Agreement as of the date first above written.

**PRESSURE TECHNOLOGIES plc**

By: "Joanna Allen"

Name: Joanna Allen

Title: Chief Financial Officer

**GREENLANE RENEWABLES INC.**

By: "Brad Douville"

Name:

Title:

**CREATION PARTNERS LLP**

By: "Wade Nesmith"

Name: Wade Nesmith

Title: Partner

**BRAD DOUVILLE, in his personal capacity**

"Brad Douville"

Brad Douville