

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

SCHEDULE 13D

UNDER THE SECURITIES EXCHANGE ACT OF 1934

CLEVER LEAVES HOLDINGS INC.

(Name of Issuer)

Common shares without par value

(Title of Class of Securities)

186760104

(CUSIP Number)

David M. Kastin, Esq.
489 Fifth Avenue, 27th Floor
New York, New York 10017
(646) 880-4382

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

With a copy to:

Pamela L. Marcogliese, Esq.
Sebastian L. Fain, Esq.
Freshfields Bruckhaus Deringer US LLP
601 Lexington Avenue
New York, New York 10022
(212) 277-4000

December 18, 2020

(Date of Event Which Requires Filing of This Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box:

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See §240.13d-7 for other parties to whom copies are to be sent.

The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

SCHEDULE 13D

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1	Name of Reporting Person Kyle Detwiler	
2	Check the Appropriate Box if a Member of a Group (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC Use Only	
4	Source of Funds (See Instructions) OO	
5	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6	Citizenship or Place of Organizations United States	
Number of Shares Beneficially Owned by Each Reporting Person With	7	Sole Voting Power 1,932,425
	8	Shared Voting Power 236,243
	9	Sole Dispositive Power 1,932,425
	10	Shared Dispositive Power 236,243
11	Aggregate Amount Beneficially Owned by Each Reporting Person 2,168,668*	
12	Check Box If the Aggregate Amount in Row (11) Excludes Certain Shares <input type="checkbox"/>	

13	Percent of Class Represented by Amount in Row (11) 8.7%**
14	Type of Reporting Person (See Instructions) HC - IN

* Of the total amount of common shares without per share ("Common Shares") of Clever Leaves Holdings Inc., a corporation organized under the laws of British Columbia, Canada (the "Issuer"), beneficially owned by Kyle Detwiler ("Kyle Detwiler" or "Mr. Detwiler") as of December 18, 2020, (1) 1,924,783 Common Shares are owned directly, and (2) 236,243 Common Shares are owned indirectly through Silver Swan, LLC ("Silver Swan"). In addition, Mr. Detwiler has (1) options to acquire 2,967 Common Shares, which were exercisable as of December 18, 2020, and (2) options to acquire 18,703 Common Shares, of which 25% (options to acquire 4,675 Common Shares) were exercisable as of December 18, 2020, and the remaining options vest in three equal annual installments beginning on October 21, 2021.

** Calculations of percentage ownership in this Schedule 13D are based upon a total of 24,805,621 Common Shares the Issuer outstanding as of December 18, 2020, upon the closing of the Business Combination (as defined below). The percentage ownership of Kyle Detwiler also takes into account 7,642 Common Shares issuable upon the exercise of the options to acquire Common Share owned by Mr. Detwiler, which are exercisable within 60 days. In accordance with the rules of the U.S. Securities and Exchange Commission (the "SEC") governing beneficial ownership, the calculation of percentage ownership includes Common Shares that each of the Reporting Persons has the right to acquire within 60 days but does not include any other Common Shares issuable upon the exercise of any other outstanding options, warrants or similar instruments held by other persons.

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1	Name of Reporting Person Silver Swan, LLC
2	Check the Appropriate Box if a Member of a Group (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>
3	SEC Use Only
4	Source of Funds (See Instructions) OO
5	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>
6	Citizenship or Place of Organizations Delaware
Number of Shares Beneficially Owned by Each Reporting Person With	7 Sole Voting Power 0
	8 Shared Voting Power 236,243
	9 Sole Dispositive Power 0
	10 Shared Dispositive Power 236,243
11	Aggregate Amount Beneficially Owned by Each Reporting Person 236,243
12	Check Box If the Aggregate Amount in Row (11) Excludes Certain Shares <input type="checkbox"/>
13	Percent of Class Represented by Amount in Row (11) 1.0%
14	Type of Reporting Person (See Instructions) CO

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ITEM 1. SECURITY AND ISSUER

The class of equity securities to which this Schedule 13D relates is Common Shares without par value of Clever Leaves Holdings Inc. The principal executive office of the Issuer is located at 489 Fifth Avenue, 27th Floor, New York, New York 10017.

ITEM 2. IDENTITY AND BACKGROUND

(a) This Schedule 13D is being filed by (1) Kyle Detwiler, the Chief Executive Officer and a member of the board of directors (the "Board") of the Issuer, and (2) Silver Swan, LLC, a Delaware limited liability company, which is controlled by Mr. Detwiler (together, the "Reporting Persons").

(b) The address and principal office of Kyle Detwiler is 489 Fifth Avenue, 27th Floor, New York, New York 10017. The address and principal office of Silver Swan is 87 Vista Bluffs, Destin, Florida 32541.

(c) Kyle Detwiler serves as the Chief Executive Officer and a member of the Board and of the Issuer. The principal executive office of the Issuer is located at 489 Fifth Avenue, 27th Floor, New York, New York 10017. The principal business of Silver Swan is investment. Mr. Detwiler is the sole managing member of Silver Swan.

(d) During the past five years, none of the Reporting Persons has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

(e) During the past five years, none the Reporting Persons has been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction as a

result of which he or it was, or is, subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws, or finding any violation with respect to such laws.

(f) Kyle Detwiler is a citizen of the United States. Silver Swan is a Delaware limited liability company.

ITEM 3. SOURCE AND AMOUNT OF FUNDS OR OTHER CONSIDERATION

The Common Shares were received by the Reporting Persons in exchange for Class A common shares without par value of Clever Leaves International Inc., a corporation organized under the laws of British Columbia, Canada (“Clever Leaves”) (“Clever Leaves Common Shares”), based on the exchange ratio of 0.3288 (the “Exchange Ratio”) without any additional consideration in connection with the closing of the business combination (the “Business Combination”) between Clever Leaves and Schultze Special Purpose Acquisition Corp., a Delaware corporation (“SAMA”), contemplated by the amended and restated business combination agreement (as it may be amended, the “Business Combination Agreement”), dated as of November 9, 2020, by and among Clever Leaves, SAMA, the Issuer and Novel Merger Sub Inc., a Delaware corporation (“Merger Sub”).

As part of the Business Combination, each outstanding option to acquire Clever Leaves Common Shares was automatically converted into an option exercisable for Common Shares of the Issuer based on the Exchange Ratio in accordance with the Business Combination Agreement.

As part of the Business Combination, (1) Mr. Detwiler received (a) 1,924,783 Common Shares, (b) options to acquire 2,967 Common Share at the exercise price of \$10 per Common Share, all of which were exercisable as of December 18, 2020, and (c) options to acquire 18,703 Common Share at the exercise price of \$10 per Common Share, of which 25% are exercisable within 60 days, and (2) Silver Swan received 236,243 Common Shares.

The information set forth in Item 4 and Item 6 of this Schedule 13D is incorporated by reference herein.

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ITEM 4. PURPOSE OF TRANSACTION

The Reporting Persons became the beneficial owners of more than 5% of the outstanding Common Shares of the Issuer upon their receipt, as part of the Arrangement (as defined below), of the following securities:

- 1,924,783 Common Shares issued to Mr. Detwiler in exchange for his Clever Leaves Common Shares;
- 236,243 Common Shares issued to Silver Swan in exchange for its Clever Leaves Common Shares;
- options to acquire 2,967 Common Shares received by Mr. Detwiler in exchange for his options exercisable for Clever Leaves Common Shares, all of which were exercisable as of December 18, 2020; and
- options to acquire 18,703 Common Shares received by Mr. Detwiler in exchange for his options exercisable for Clever Leaves Common Shares, of which 25% were exercisable as of December 18, 2020, and the remaining options vest in three equal annual installments beginning on October 21, 2021.

From time to time, each of the Reporting Persons may acquire beneficial ownership of additional Common Shares, additional options and other equity awards, warrants or other securities convertible, exchangeable or exercisable for Common Shares by either (i) acquisition or purchase in the open market or in privately-negotiated transactions or otherwise or (ii) with respect to Mr. Detwiler, receipt from the Issuer of future compensatory equity incentive awards for which he qualifies, including, but not limited to, any stock option, share appreciation right, restricted share award, performance award, other share-based award or other cash-based award related to the Common Shares. In addition, from time to time, each of the Reporting Persons may determine, to the extent permitted by the lock-up arrangements (the “Lock-Up Arrangements”) set forth in the Plan of Arrangement and the Shareholder Support Agreement, dated as of July 25, 2020, by and among the Issuer, SAMA and certain former shareholders of Clever Leaves (the “Key Clever Leaves Shareholders”), including the Reporting Persons, (i) to dispose of all or a portion of the Common Shares (or securities exercisable for, exchangeable or convertible into Common Shares) which are beneficially owned by such Reporting Person and over which such Reporting Person has investment power in the open market or in privately-negotiated transactions or otherwise or (ii) to the extent permitted by law and the policies of the Issuer, to engage in hedging or pledging transactions with respect to the Common Shares or other securities of the Issuer. Each of the Reporting Persons may sell, purchase, hold, vote, trade, dispose of or otherwise deal in Common Shares and/or other equity, debt or other securities of the Issuer and/or its affiliates at times, and in such manner, as he or it deems advisable, to the extent permitted by the Lock-Up Arrangements and the transfer restrictions imposed by the instruments governing securities of the Issuer or by applicable law.

Except as set forth in this Schedule 13D, neither of the Reporting Persons has any current plans or proposals which relate to, or would result in:

- (a) The acquisition by any person of additional securities of the Issuer, or the disposition of securities of the Issuer;
- (b) An extraordinary corporate transaction, such as a merger, reorganization or liquidation, involving the Issuer or any of its subsidiaries;
- (c) A sale or transfer of a material amount of assets of the Issuer or any of its subsidiaries;
- (d) Any change in the present Board or management of the Issuer, including any plans or proposals to change the number or term of directors or to fill any existing vacancies on the Board;
- (e) Any material change in the present capitalization or dividend policy of the Issuer;
- (f) Any other material change in the Issuer's business or corporate structure;

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(g) Changes in the Issuer's memorandum of association, articles, bye-laws (or equivalent documents) or instruments corresponding thereto or other actions which may impede the acquisition of control of the Issuer by any person;

(h) Causing a class of securities of the Issuer to be delisted from a national securities exchange or to cease to be authorized to be quoted in an inter-dealer quotation system of a registered national securities association;

(i) A class of equity securities of the Issuer becoming eligible for termination of registration pursuant to Section 12(g)(4) of the Act; or

(j) Any action similar to any of those enumerated above.

Each of the Reporting Persons reserves the right to formulate other plans and/or make other proposals, and take such actions with respect to his/its investment in the Issuer, including any or all of the actions set forth in clauses (a) through (j) above. Each of the Reporting Persons may at any time reconsider and change his/its plans or proposals relating to the foregoing.

In addition, in his roles as the Chief Executive Officer and a member of the Board of the Issuer, Mr. Detwiler has the ability directly or indirectly to influence the management and policies of the Issuer. In his capacity as the Chief Executive Officer and a member of the Board, Mr. Detwiler may from time to time discuss matters related to clauses (a) through (j) of Item 4 of Schedule 13D with members of management or directors of the Issuer, other shareholders, industry analysts, existing or potential strategic partners or competitors, investment and financing professionals, sources of credit and other investors and may take actions with respect to such matters in his capacity as the Chief Executive Officer and a member of the Board of the Issuer.

The information set forth in Items 5 and 6 of this Schedule 13D is incorporated by reference herein.

ITEM 5. INTEREST IN SECURITIES OF THE ISSUER

(a) As of December 18, 2020, upon the closing of the Business Combination, Mr. Detwiler may be deemed to beneficially own an aggregate of 2,168,668 Common Shares of the Issuer, representing approximately 8.7% of the outstanding Common Shares, and consisting of (i) 1,924,783 Common Shares directly owned by Mr. Detwiler, (2) 236,243 Common Shares directly owned by Silver Swan, which may be deemed beneficially owned by Mr. Detwiler, (3) options to acquire 2,967 Common Shares, all of which were exercisable as of December 18, 2020, and (4) options to acquire 4,675 Common Shares, which were exercisable as of December 18, 2020. This amount does not include the options to acquire 14,028 Common Shares owned by Mr. Detwiler, which vest in three equal annual installments beginning on October 21, 2021 and are not exercisable within 60 days.

As of December 18, 2020, upon the closing of the Business Combination, Silver Swan was the record owner of 236,243 Common Shares and may be deemed to beneficially own an aggregate of 236,243 Common Shares, representing approximately 1.0% of the outstanding Common Shares of the Issuer.

(b) As of December 18, 2020, Mr. Detwiler has:

- sole power to vote or direct the vote of 1,932,425 Common Shares;
- shared power to vote or direct the vote of 236,243 Common Shares;
- sole power to dispose or direct the disposition of 1,932,425 Common Shares; and
- shared power to dispose or direct the disposition of 236,243 Common Shares.

As of December 18, 2020, Silver Swan has:

- sole power to vote or direct the vote of 0 Common Shares;
- shared power to vote or direct the vote of 236,243 Common Shares;
- sole power to dispose or direct the disposition of 0 Common Shares; and
- shared power to dispose or direct the disposition of 236,243 Common Shares.

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(c) Except as otherwise described in Item 4 and Item 6 and elsewhere in this Schedule 13D, no transactions in the Common Shares of the Issuer were effected by the Reporting Persons during the past 60 days.

(d) Except as set forth herein, to the knowledge of the Reporting Persons, no other person has the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, any Common Shares of the Issuer beneficially owned by the Reporting Persons.

(e) Not applicable.

The information set forth in Items 4 and 6 is incorporated by reference herein.

ITEM 6. CONTRACTS, ARRANGEMENTS, UNDERSTANDINGS OR RELATIONSHIPS WITH RESPECT TO SECURITIES OF THE ISSUER

Set forth below are the contracts, arrangements, understandings or relationships (legal or otherwise) between each the Reporting Persons and any other persons with respect to any securities of the Issuer.

Business Combination Agreement

As described in Item 3 above, on November 9, 2020, the Issuer entered into the Business Combination Agreement with Clever Leaves, SAMA and Merger Sub, pursuant to which each of the following transactions occurred in the following order:

- pursuant to a court-approved Canadian plan of arrangement (the "Plan of Arrangement" and the arrangement pursuant to such Plan of Arrangement, the "Arrangement"), at 11:59 p.m., Pacific time, on December 17, 2020 (2:59 a.m., Eastern time, on December 18, 2020) (a) all of the Clever Leaves shareholders exchanged their Clever Leaves Common shares for Common Shares and/or non-voting common shares of the Issuer without par value ("Non-Voting Common Shares") (as determined in accordance with the Business Combination Agreement) and (b) certain Clever Leaves shareholders received approximately \$3.1 million in cash in the aggregate (the "Cash Arrangement Consideration"), such that, immediately following the Arrangement, Clever Leaves became a direct wholly-owned subsidiary of the Issuer;

- at 12:01 a.m., Pacific time (3:01 a.m. Eastern time), on December 18, 2020, Merger Sub merged with and into SAMA, with SAMA surviving such merger as a direct wholly-owned subsidiary of the Issuer (the “Merger”) and, as a result of the Merger, all of the shares of SAMA common stock were converted into the right to receive Common Shares as set forth in the Business Combination Agreement;
- immediately following the consummation of the Merger, the Issuer contributed 100% of the issued and outstanding capital stock of SAMA (as the surviving corporation of the Merger) to Clever Leaves, such that, SAMA became a direct wholly-owned subsidiary of Clever Leaves; and
- immediately following the contribution of SAMA to Clever Leaves, Clever Leaves contributed 100% of the issued and outstanding shares of NS US Holdings, Inc., a Delaware corporation and a wholly-owned subsidiary of Clever Leaves, to SAMA.

Upon the closing of the Merger, SAMA changed its name to Clever Leaves US, Inc.

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Plan of Arrangement

As part of the Business Combination, immediately prior to the Merger, the Issuer and Clever Leaves completed the Arrangement pursuant to the Plan of Arrangement in accordance with Part 9, Division 5 of the Business Corporations Act (British Columbia). As part of the Arrangement, among other things: (i) each holder of Class C preferred shares and Class D preferred shares of Clever Leaves had such shares converted into Clever Leaves Common Shares in accordance with the applicable exchange ratios, (ii) certain Clever Leaves Common Shares were purchased by the Issuer from their holders for Cash Arrangement Consideration in accordance with the Business Combination Agreement, (iii) the remaining Clever Leaves Common Shares were exchanged for Common Shares and/or Non-Voting Common Shares of the Issuer, (iv) one Common Share held by Clever Leaves prior to the Arrangement was cancelled for no consideration; (v) Clever Leaves amended and restated its notice of articles and articles, and (vi) the existing shareholders’ agreement and investor rights agreement of Clever Leaves were terminated. Upon completion of the Arrangement, Clever Leaves became a wholly owned direct subsidiary of the Issuer.

On December 11, 2020, shareholders of Clever Leaves approved the Arrangement in accordance with the thresholds prescribed by the interim order obtained by Clever Leaves from the Supreme Court of British Columbia and applicable laws.

Pursuant to the Plan of Arrangement, the Common Shares and the Non-Voting Common Shares received by the Clever Leaves shareholders in connection with the Business Combination, including 1,924,783 Common Shares directly owned by Mr. Detwiler and 236,243 Common Shares directly owned by Silver Swan, are subject to certain lock-up arrangements commencing on November 27, 2020, the effective date of the Issuer’s registration statement on Form S-4 (the “Effective Date”), and ending one year following the closing date of the Business Combination (the “Closing Date”), with such restriction on sales and transfers to terminate early if following the 180th day after the Closing Date, the closing trading price of the Common Shares equals or is greater than \$12.50 for any 20 out of any 30 consecutive trading days.

The foregoing description of the Business Combination Agreement and the Plan of Arrangement included therein is qualified in its entirety by reference to the Business Combination Agreement, a copy of which is included as Exhibit 2.1 hereto and is incorporated herein by reference.

Shareholders Support Agreement

In connection with the execution of the Business Combination Agreement, the Issuer, SAMA and the Key Clever Leaves Shareholders, including the Reporting Persons, entered into the Shareholder Support Agreements, pursuant to which among other things, the Key Clever Leaves Shareholders agreed to vote their Clever Leaves shares in favor of the Business Combination Agreement, the Plan of Arrangement, the Arrangement, the resolutions of Clever Leaves to approve the Plan of Arrangement and Arrangement and related transactions. Additionally, pursuant to the Shareholder Support Agreements, the Common Shares received by the Key Clever Leaves Shareholders, including the Reporting Persons, in connection with the Business Combination are subject to certain lock-up arrangements commencing on the Effective Date and ending one year following the Closing Date, with such restriction on sales and transfers to terminate early if, following the 180th day after the Closing Date, the closing trading price of the Common Shares equals or is greater than \$12.50 for any 20 out of any 30 consecutive trading days.

The foregoing description of the Shareholder Support Agreements is qualified in its entirety by reference to the form the Shareholder Support Agreement, a copy of which is included as Exhibit 10.1 hereto and is incorporated herein by reference.

Northern Swan Holdings, Inc. 2018 Omnibus Incentive Compensation Plan

On October 21, 2019, during his employment with Clever Leaves, Mr. Detwiler received an option to purchase 56,883 Clever Leaves Common Shares at an exercise price of \$8.79 per share (which was repriced to \$3.29 immediately prior to the closing of the Business Combination) (the “2019 Option”). On July 14, 2020, Mr. Detwiler further received an option to purchase 9,025 Clever Leaves Common Shares at an exercise price of \$5.54 per share (which was repriced to \$3.29 immediately prior to the closing of the Business Combination) (the “2020 Option”). The grants of the options were made pursuant to the Northern Swan Holdings, Inc. 2018 Omnibus Incentive Compensation Plan (the “2018 Plan”). As a result of the Business Combination, these awards have been assumed by the Issuer, although they are still subject to the terms of the original award agreements. The 2019 Option has been converted into an option to purchase 18,703 Common Shares at an exercise price of \$10.00. The 2020 Option has been converted into an option to purchase 2,967 Common Shares at an exercise price of \$10.00.

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The 2019 Option vests as follows: 25% of the award vests on each of the first four anniversaries of the grant date of October 21, 2019, subject to Mr. Detwiler’s continuous service through the applicable vesting dates; provided that the award will fully accelerate in vesting in the event of a termination Mr. Detwiler’s employment without “Cause” (as defined in the 2018 Plan) within one year following the closing of a “Change in Control” (as defined in the 2018 Plan). The consummation of the Business Combination did not constitute a Change in Control under the 2018 Plan. Such stock options expire on October 21, 2024.

The 2020 Option fully vested on October 17, 2020 and expires on April 17, 2025.

The foregoing description of the 2018 Plan, the 2019 Option and the 2020 Option is qualified in its entirety by reference to the 2018 Plan and a form of the option agreement under the 2018 Plan, copies of which are included as Exhibits 10.3 – 10.6 hereto and are incorporated herein by reference.

Employment Agreement

In connection with the consummation of the Business Combination, the Issuer and Mr. Detwiler entered into the employment agreement (the "Employment Agreement") effective as of December 18, 2020. The Employment Agreement, as amended and restated, superseded and replaced the employment agreement between Clever Leaves and Mr. Detwiler entered into in August 2017. The term of the Employment Agreement is through the second anniversary of the consummation of the Business Combination and is subject to automatic renewal for successive one-year periods thereafter, unless either the Issuer or Mr. Detwiler provides three months' notice of non-renewal. Pursuant to the Employment Agreement, Mr. Detwiler's annual base salary and annual target bonus are \$150,000 and 60% of base salary, respectively; provided that, base salary for purposes of any severance determination will instead be deemed to be the greater of \$250,000 or any greater base salary rate in effect on Mr. Detwiler's date of termination. The Employment Agreement also provides for an award of 200,000 restricted share units under the 2020 Incentive Award Plan of the Issuer (the "2020 Plan"), subject to the terms and conditions set forth in the 2020 Plan and an award agreement thereunder, with such restricted share units eligible to vest in equal installments on each of the first two anniversaries of the consummation of the Business Combination, contingent upon Mr. Detwiler's continued service through the applicable vesting date. Pursuant to the Employment Agreement, the Issuer will pay Mr. Detwiler \$46,027 in respect of certain previously forfeited compensation in January 2021, subject to Mr. Detwiler's continuous employment through such date.

Upon a termination of employment by the Issuer without Cause (as defined in the Employment Agreement), by Mr. Detwiler for Good Reason (as defined in the Employment Agreement) or due to a non-renewal of the term by the Issuer, in each case occurring at any time prior to a Change of Control (as defined in the Employment Agreement) or following the 24-month anniversary of the occurrence of a Change of Control, Mr. Detwiler will receive (i) any accrued but unpaid annual bonus for any year prior to the year in which the termination date occurs, payable when such bonus would have otherwise been paid, (ii) a pro-rated annual bonus for the year in which the termination date occurs, payable when such bonus would have otherwise been paid, (iii) accelerated vesting in full of all of Mr. Detwiler's outstanding equity and equity-based awards that are subject to time-vesting, (iv) pro-rated vesting of Mr. Detwiler's outstanding equity and equity-based awards that are subject to performance-vesting (based on the portion of the performance period served), which will vest on the originally scheduled vesting dates based on actual performance during the performance period, (v) continued payment of Mr. Detwiler's then current annual base salary for a period of 24 months following the termination date, in accordance with our payroll practices, and (vi) subsidized COBRA premiums for Mr. Detwiler and his spouse and dependents for the lesser of 24 months following the termination of employment and such shorter period that represents the maximum period allowable under law.

Upon a termination of employment by the Issuer without Cause, by Mr. Detwiler for Good Reason or due to a non-renewal of the term by the Issuer, in each case during the 24-month period following the occurrence of a Change of Control, Mr. Detwiler will receive (i) any accrued but unpaid annual bonus for any year prior to the year in which the termination date occurs, payable when such bonus would have otherwise been paid, (ii) a pro-rated annual bonus for the year in which the termination date occurs, payable when such bonus would have otherwise been paid, (iii) accelerated vesting in full of all of Mr. Detwiler's outstanding equity and equity-based awards, (iv) a lump sum payment equal to 300% of Mr. Detwiler's then current annual base salary, and (v) subsidized COBRA premiums for Mr. Detwiler and his spouse and dependents for the lesser of 36 months following the termination of employment and such shorter period that represents the maximum period allowable under law.

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Any severance payment to Mr. Detwiler is contingent upon the execution and non-revocation of a release of claims in favor of the Issuer.

Upon a termination of employment due to Mr. Detwiler's death or disability, Mr. Detwiler (or his estate, as applicable) will receive (i) any accrued but unpaid annual bonus for any year prior to the year in which the termination date occurs, payable when such bonus would have otherwise been paid, and (ii) accelerated vesting in full of all of Mr. Detwiler's outstanding equity and equity-based awards.

Mr. Detwiler is subject to a one-year post-termination noncompetition covenant with certain exceptions, as well as certain limitations on Mr. Detwiler's outside activities, which the Board may determine represent a conflict of interest in the future.

The foregoing description of the Employment Agreement is qualified in its entirety by reference to the full text of the Employment Agreement, a copy of which is included as Exhibit 10.2 hereto and is incorporated herein by reference.

Except as described above and elsewhere in this Schedule 13D, there are no other contracts, arrangements, understandings or relationships (legal or otherwise) between the Reporting Person and any person with respect to any securities of the Issuer.

ITEM 7. MATERIAL TO BE FILED AS EXHIBITS

Exhibit No.	Description
2.1 †	Amended and Restated Business Combination Agreement, dated November 9, 2020, by and among Schultze Special Purpose Acquisition Corp., Clever Leaves International Inc., Clever Leaves Holdings Inc. and Novel Merger Sub Inc. (incorporated herein by reference to Exhibit 2.1 to the Current Report on Form 8-K filed by Schultze Special Purpose Acquisition Corp. with the SEC on November 9, 2020).
10.1	Form of Shareholder Support Agreement, dated July 25, 2020, by and among Schultze Special Purpose Acquisition Corp., Clever Leaves Holdings Inc. and certain of the shareholders of Clever Leaves International Inc. (incorporated by reference to Exhibit 10.1 of Schultze Special Purpose Acquisition Corp.'s Current Report on Form 8-K, filed with the SEC on July 29, 2020).
10.2	Amended and Restated Employment Agreement between Clever Leaves Holdings Inc. and Mr. Detwiler, dated as of December 22, 2020.
10.3	Northern Swan Holdings, Inc. 2018 Omnibus Incentive Compensation Plan (incorporated by reference to Exhibit 10.31 to Amendment No. 1 to the Registration Statement on Form S-4 (File No. 333-241707) filed with the SEC by Clever Leaves Holdings Inc. on September 11, 2020).
10.4	Amendment No. 1 to Northern Swan Holdings, Inc. 2018 Omnibus Incentive Compensation Plan (incorporated by reference to Exhibit 10.32 to Amendment No. 1 to the Registration Statement on Form S-4 (File No. 333-241707) filed with the SEC by Clever Leaves Holdings Inc. on September 11, 2020).
10.5	Amendment No. 2 to Northern Swan Holdings, Inc. 2018 Omnibus Incentive Compensation Plan (incorporated by reference to Exhibit 10.33 to Amendment No. 1 to the Registration Statement on Form S-4 (File No. 333-241707) filed with the SEC by Clever Leaves Holdings Inc. on September 11, 2020).
10.6	Form of Option Agreement under the Northern Swan Holdings, Inc. 2018 Omnibus Incentive Compensation Plan.
99.1	Joint Filing Agreement, dated as of December 27, 2020, by and among Kyle Detwiler and Silver Swan, LLC.
99.2	Power of Attorney of Kyle Detwiler, dated as of December 4, 2020.
99.3	Power of Attorney of Silver Swan, LLC, dated as of December 27, 2020.

† Certain exhibits and schedules to this exhibit have been omitted pursuant to Item 601(a)(5) of Regulation S-K. The Issuer hereby agrees to furnish a copy of any omitted exhibits or schedules to the SEC upon request.

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Date: December 28, 2020

Kyle Detwiler

By: /s/ David M. Kastin
Name: David M. Kastin
Title: Attorney-in-fact

Silver Swan, LLC

By: /s/ David M. Kastin
Name: David M. Kastin
Title: Attorney-in-fact

CLEVER LEAVES HOLDINGS INC.
AMENDED AND RESTATED EMPLOYMENT
AGREEMENT

for

Kyle Detwiler

This Amended and Restated Employment Agreement (the “Agreement”) is entered into as of December 22, 2020, by and between Clever Leaves Holdings Inc., a corporation organized under the laws of British Columbia, Canada (the “Company”), and Kyle Detwiler (the “Executive”) and is effective as December 18, 2020 (the “Effective Date”).

WHEREAS, the Executive was previously employed by NS US Holdings, Inc. (“Holdings”) as its Chief Executive Officer pursuant to that certain Employment Agreement, dated August 17, 2017, by and between Holdings and the Executive (the “Holdings Employment Agreement”);

WHEREAS, the Company has entered into a Business Combination Agreement, dated as of July 25, 2020 (the “Business Combination Agreement”), with Schultze Special Purpose Acquisition Corp., Novel Merger Sub Inc., and Clever Leaves International Inc., pursuant to which, upon the consummation of the transactions contemplated therein (the “Closing”), among other things, Holdings became an indirect subsidiary of the Company;

WHEREAS, the Executive is currently employed by the Company, pursuant to that certain Employment Agreement entered into in connection with the Closing, dated December 18, 2020 (the “Original Employment Agreement”);

WHEREAS, the Company desires that the Executive be retained to serve in the capacity of Chief Executive Officer of the Company; and

WHEREAS, the Company and the Executive desire to amend and restate the Original Employment Agreement in its entirety to reflect certain changes agreed to after the Closing.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, and for other valuable consideration, the Company and the Executive hereby agree as follows:

1. Certain Definitions.

Capitalized terms shall have the meanings set forth on Exhibit A attached hereto.

2. Term of Employment.

The Company shall employ the Executive and, and the Executive shall accept such employment, upon the terms and conditions set forth in this Agreement for the period commencing on the Effective Date and ending on the earlier of (i) the second (2nd) anniversary of the Effective Date (subject to extension as provided in the following sentence) and (ii) the Executive’s Date of Termination as provided in Section 6 (such period, including any extension as provided below, shall be referred to as the “Term of Employment”). This Agreement and the Term of Employment shall be automatically extended for successive additional one-year terms, unless either party provides written notice of Non-Renewal of this Agreement (“Notice of Non-Renewal”) at least three (3) months before the end of the then-current Term of Employment.

3. Executive’s Duties and Obligations.

A. Duties. The Executive shall serve as the Company’s Chief Executive Officer. The Executive shall be responsible for all powers and duties customarily associated with that office or position in a publicly traded company. The Executive shall report directly to the Board and shall be subject to reasonable policies established by the Board. During the Term of Employment, the Executive will also serve as a member of the Board to the extent so elected by the stockholders of the Company.

B. Location of Employment. The Executive’s principal place of business shall be at the Company’s headquarters located in New York, New York or such other location as may be the Company’s headquarters from time to time; provided that the Executive may work out of any of the Company’s offices in any location.

C. Confidentiality, Restrictive Covenants and Intellectual Property Agreement. The Executive acknowledges and agrees that the Executive has previously executed and agreed to be bound by the terms of the Holdings Confidentiality, Restrictive Covenants and Intellectual Property Agreement, dated as of August 17, 2017 (the “Confidentiality Agreement”). The Executive shall comply at all times with the covenants and other terms and conditions of the Confidentiality Agreement and all other reasonable policies of the Company governing the confidentiality of the Company’s proprietary information and assignment of the Company’s intellectual property; provided, however, that the Executive acknowledges and agrees that any reference to “the Company” within the Confidentiality Agreement shall hereafter refer to the Company and its subsidiaries or affiliates. The Executive’s obligations under the Confidentiality Agreement shall survive the Term of Employment.

4. Devotion of Time to the Company’s Business.

A. Full-Time Efforts. During the Term of Employment, subject to the limitations Section 4.B, the Executive shall devote substantially all of his business time, attention and effort to the affairs of the Company and its affiliates, excluding any periods of disability, vacation, or sick leave to which Executive is entitled, and shall use his reasonable best efforts to perform the duties properly assigned to him hereunder and to promote the interests of the Company.

B. Other Activities. Executive may, subject to, and in accordance with, Section 10, (i) serve on corporate, civic or charitable boards or committees, deliver lectures and fulfill speaking engagements, (ii) manage personal investments that do not give rise to a conflict of interest through the Executive’s investment in direct competitors of the Company, (iii) invest in, participate in and provide services to Silver Swan LLC, Silver Swan Capital, LLC and their respective affiliates so long as such investing, participation and services do not involve investments, participation or services in the cannabis industry (other than any investments, participation or services in the Company and its affiliates) and (iv) provide advisory services to, or acquire any interest in, any investment fund; provided further that all such activities do not individually or in the aggregate conflict with or interfere with the performance of his duties under this Agreement or otherwise violate Section 10. The Executive’s passive investment in securities of a publicly-held company will not be considered to give rise to a conflict of interest if the Executive owns not more than 5% of the outstanding securities of such publicly held company.

5. Compensation and Benefits.

A. Base Salary. The Company shall pay to the Executive in accordance with its normal payroll practices (but not less frequently than monthly) an annual salary at a rate of not less than \$150,000 per annum (“Base Salary”); provided that the Executive’s Base Salary shall be increased to \$250,000 per annum at such time that other senior employees of the Company and its subsidiaries have their base salaries restored to such levels as were paid to them prior to the COVID-19 pandemic; provided further that, for purposes of Sections 7.C and 10.B of this Agreement, as of the Effective Date, “Base Salary” shall be deemed to be \$250,000 per annum (or any greater Base Salary rate in effect on the Executive’s Date of Termination). The Executive’s Base Salary shall be reviewed at least annually for the purposes of determining increases, if any, based on the Executive’s performance, the performance of the Company, the then prevailing salary scales for comparable positions, inflation and other relevant factors. Effective as of the date of any increase in the Executive’s Base Salary, Base Salary as so increased shall be considered the new Base Salary for all purposes of this Agreement and may not thereafter be reduced except as provided in the last sentence of this Section 5.A. Any increase in Base Salary shall not limit or reduce any other obligation of the Company to Executive under this Agreement.

B. Cash Bonuses. With respect to each Fiscal Year during the Term of Employment, the Executive shall be eligible to receive an annual cash bonus (“Annual Bonus”) targeted at sixty percent (60%) of the Executive’s Base Salary. The actual Annual Bonus payable with respect to each Fiscal Year shall be based on the achievement of performance goals to be determined by the Board. The Company will pay the Annual Bonus to the Executive no later than the 15th day of the third calendar month following the end of such Fiscal Year.

C. Equity Grant. Conditioned upon (i) the filing of a Form S-8 registration statement by the Company with respect to the 2020 Plan, the Executive will be granted 200,000 restricted share units of the Company under the 2020 Plan as soon as practicable after such filing. Such restricted share units shall be subject to such terms and conditions, including time-based vesting equal to 50% per year upon each of the first two anniversaries of the Closing, as will be set forth in a separate Restricted Share Unit Agreement by and between the Company and the Executive, as well as the terms and conditions of the 2020 Plan.

D. Benefits. During the Term of Employment, the Executive shall be entitled to participate in all employee benefit plans, programs and arrangements made available generally to the Company’s senior executives or to other full-time employees on substantially the same basis that such benefits are provided to such senior executives of a similar level or to other full-time employees (including, without limitation, profit-sharing, savings and other retirement plans or programs (e.g., a 401(k) plan), long-term cash incentive plan, program or arrangement, medical, dental, hospitalization, vision, short-term and long-term disability and life insurance plans or programs, accidental death and dismemberment protection, travel accident insurance, and any other fringe benefit or employee welfare benefit plans or programs that may be sponsored by the Company from time to time, including any plans or programs that supplement the above-listed types of plans or programs, whether funded or unfunded); provided, however, that during the Term of Employment, the Executive shall not be eligible to participate in any generally available severance benefit plan, program or arrangement sponsored or maintained by the Company. Nothing in this Section 3.D shall be construed to require the Company to establish or maintain any such fringe or employee benefit plans, programs or arrangements.

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E. Vacations. The Executive shall be entitled to accrue twenty (20) days of paid vacation for each twelve (12) month period during the Term of Employment. Accrued but unused vacation days shall carry over to subsequent years until a maximum of thirty (30) days have accrued.

F. Reimbursement of Expenses. During the Term of Employment, the Executive shall be entitled to receive prompt reimbursement for all reasonable business- or employment-related expenses incurred by the Executive upon the receipt by the Company of reasonable documentation in accordance with standard practices, policies and procedures applicable to other senior executives of the Company.

G. Additional Cash Payment. The Company shall pay to the Executive an amount equal to \$46,027 in respect of certain previously forfeited compensation in January 2021, subject to the Executive’s continued employment through the payment date.

6. Termination of Employment.

The Term of Employment shall be automatically terminated upon the first to occur of the following:

A. Death. The Executive’s employment shall terminate immediately upon the Executive’s death.

B. Disability. If the Executive is Disabled, either party may terminate the Executive’s employment due to such Disability upon delivery of written notice to the other party. The effective date of such termination of employment will be the Date of Termination set forth in such written notice or immediately upon delivery of such written notice if no effective date is specified in the written notice. For avoidance of doubt, if the Executive’s employment is terminated pursuant to this Section 6.B, his employment will not constitute a termination of employment by the Company without Cause or by the Executive for Good Reason.

C. Termination by the Executive Without Good Reason. The Executive may terminate his employment for any reason other than Good Reason upon his delivery of written notice to the Company, in which case the Date of Termination will be at least thirty (30) days following the date of such notice (as specified in such notice); provided, however, that the Company may, in its sole discretion, change the Date of Termination to any date that occurs on or following the date of such notice and prior to the Date of Termination specified in such notice.

D. Termination by the Executive for Good Reason. The Executive may terminate his employment for Good Reason if (i) not later than ninety (90) days after the occurrence of any act or omission that constitutes Good Reason, the Executive provides the Company with a written notice setting forth in reasonable detail the acts or omissions that constitute Good Reason, (ii) the Company fails to correct or cure the acts or omissions within thirty (30) days after it receives such written notice, and (iii) Executive terminates his employment with the Company after the expiration of such cure period but not later than sixty (60) days after the expiration of such cure period.

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E. Termination by the Company Without Cause. The Company may terminate the Executive’s employment without Cause upon delivery of written notice to the Executive at least thirty (30) days prior to his Date of Termination.

F. Termination Upon Non-Renewal. The Executive’s employment shall terminate on the last day of the then-current Term of Employment if (i) either the Company or the Executive provides the other party with a written Notice of Non-Renewal in accordance with Section 2 and (ii) the parties do not enter into a new employment agreement prior to the expiration of this Agreement or otherwise agree to continue the employment relationship after the expiration of this Agreement on an

at-will basis (“Non-Renewal”).

G. Termination by the Company for Cause. Upon the occurrence of any act or omission that constitutes Cause, the Company may terminate the Executive’s employment if:

- (i) No fewer than 30 days prior to the Date of Termination, the Company provides Executive with written notice (the “Notice of Consideration”) of its intent to consider termination of Executive’s employment for Cause, including a reasonably detailed description of the acts or omissions that the Board believes constitute Cause;
- (ii) The Executive fails to cure the acts or omissions that constitute Cause within 30 days after receiving such Notice of Consideration; and
- (iii) The Executive is provided an opportunity to appear before the Board, with or without legal representation, at Executive’s election, during the 30 day period following the Executive’s receipt of the Notice of Consideration to present arguments and evidence on his own behalf.

The Executive’s termination of employment will be deemed to be a termination of employment by the Company without Cause unless the Company establishes its full compliance with the substantive and procedural requirements of this Section 6.G prior to the Executive’s Date of Termination. Notwithstanding the foregoing, the determination by the Board in clause (iv) above, shall be without prejudice to the Executive’s right to dispute in arbitration pursuant to Section 16 of this Agreement the Board’s determination that Cause for the Executive’s termination existed and the arbitrator shall determine, without any deference to the Board’s factual determinations or deliberations, whether Cause for the Executive’s termination existed based on all relevant facts and circumstances. Notwithstanding the foregoing provisions, the Board may, in its sole discretion, suspend the Executive from active service and place him on paid administrative leave at any time during the period commencing on the date the Executive receives the Notice of Consideration and ending on the date the Board make a final determination pursuant to clause (iv) above and such suspension and administrative leave shall not constitute Good Reason for purposes of Section 6.D.

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7. Compensation and Benefits Payable Upon of Termination of Employment.

A. Payment of Accrued But Unpaid Compensation and Benefits. Upon the Executive’s termination of employment for any reason, the Executive (or his estate following the Executive’s death) shall receive (i) a lump sum payment on the Date of Termination in an amount equal to the sum of the Executive’s earned but unpaid Base Salary through his Date of Termination plus his accrued but unused vacation days at the Executive’s Base Salary rate in effect as of his Date of Termination; plus (ii) any other benefits or rights the Executive has accrued or earned through his Date of Termination in accordance with the terms of the applicable fringe or employee benefit plans and programs of the Company. Except as provided in Section 7.B or C or as expressly provided pursuant to the terms of any employee benefit plan, the Executive will not be entitled to earn or accrue any additional compensation or benefits for any period following his Date of Termination.

B. Termination of Employment Due to Death or Disability. In addition to the compensation and benefits payable under Section 7.A, if the Executive’s employment is terminated due to his death or Disability, the Executive (or his estate following the Executive’s death) shall receive:

- (i) the Executive’s accrued but unpaid Annual Bonus, if any, for the Fiscal Year ended prior to his Termination Date payable at the same time such annual bonuses for such Fiscal Year are paid to other key executives of the Company;
- (ii) 100% of the Executive’s outstanding Equity Awards as of the Date of Termination will be fully vested and exercisable.

C. Termination of Employment by the Company without Cause, by the Executive for Good Reason or Upon Non-Renewal by the Company. In addition to the compensation and benefits payable under Section 7.A, if the Executive’s employment is terminated (i) by the Company without Cause, (ii) by the Executive for Good Reason or (iii) upon Non-Renewal where the Company has provided the Notice of Non-Renewal of this Agreement to the Executive in accordance with Section 2, and the Executive returns an executed Release to the Company, which becomes final, binding and irrevocable within sixty (60) days following the Executive’s Date of Termination in accordance with Section 8 of this Agreement, the Executive (or his estate following the Executive’s death) shall receive:

- (i) the Executive’s accrued but unpaid Annual Bonus, if any, for the Fiscal Year ended prior to his Termination Date payable at the same time annual bonuses for such Fiscal Year are paid to other key executives of the Company;
- (ii) the Executive will receive the Annual Bonus, if any, payable for the Fiscal Year in which the Executive’s employment is terminated based on actual Fiscal Year performance (pro-rated for the period of employment during such Fiscal Year through the Date of Termination) payable at the same time annual bonuses for such Fiscal Year are paid to other key executives of the Company;

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- (iii) if the Executive’s Date of Termination does not occur during the Post-Change of Control Period:
 - (a) the Executive will receive a distribution or payment in settlement of each outstanding long-term performance-based Equity Award (including performance shares or other long-term Equity Awards that vest based on measures of long-term performance but excluding the Annual Bonus) for the applicable performance period in which Executive’s employment is terminated (pro-rated for the portion of the performance period through the Date of Termination) and based on actual performance, payable when such long-term incentive compensation would have been payable had Executive’s employment continued through the settlement date of such long-term incentive compensation;
 - (b) 100% of the Executive’s outstanding Equity Awards (excluding Equity Awards described in Section 7.C(iii)(a)) will be fully vested and exercisable;
 - (c) The Executive will receive continued payment of the Executive’s Base Salary (without regard to any reduction in Base Salary that constitutes Good Reason) in accordance with the Company’s payroll practices for twenty-four (24) months; and
 - (d) reimbursement of the COBRA premiums, if any, paid by the Executive for continuation coverage for the Executive, his spouse and dependents under the Company’s group health, dental and vision plans for the lesser of twenty-four (24) months or the maximum COBRA continuation period; and
- (iv) if the Executive’s Date of Termination occurs during the Post- Change of Control Period:

- (a) 100% of the Executive's outstanding Equity Awards will be fully vested and exercisable;
- (b) The Executive will receive a lump sum payment upon his Date of Termination in an amount equal to the Executive's Base Salary (without regard to any reduction in Base Salary that constitutes Good Reason) for thirty-six (36) months; and

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- (c) reimbursement of the COBRA premiums, if any, paid by the Executive for continuation coverage for the Executive, his spouse and dependents under the Company's group health, dental and vision plans for the lesser of thirty-six (36) months or the maximum COBRA continuation period.

Notwithstanding anything to the contrary herein, no payment that is otherwise required to be paid to the Executive pursuant to this Section 7.C or Section 10.B before the Release becomes final, binding and irrevocable, shall be paid to the Executive on the first normal payroll payment date following the date his Release becomes final, binding and irrevocable and any payment delayed as a result of this sentence shall be in a lump sum paid on such first payroll date; provided that if the Executive materially breaches this Agreement or the Executive's Confidential Agreement, then the Company's continuing obligations under this Section 7.C or Section 10.B. shall cease as of the date of the breach and the Executive shall be entitled to no further payments hereunder; provided further that, if the sixty (60) day period following the Executive's Date of Termination ends in a calendar year after the year in which the Executive's Date of Termination occurs, the compensation and benefits described in Section 7.C or 10.B. shall commence or be made no earlier than the first day of such later calendar year.

8. Release.

As a condition of receiving the compensation and benefits described in Section 7.C or 10.B, Executive must execute a general waiver and release of any and all claims arising out of Executive's employment with the Company or Executive's separation from such employment (including, without limitation, claims relating to age, disability, sex or race discrimination to the extent permitted by law), excepting (i) claims based on breach of the Company's obligations to pay the compensation and benefits described in Sections 5 or 7, (ii) claims arising under the Age Discrimination in Employment Act after the date Executive signs such release, and (iii) any right to indemnification by the Company or to coverage under directors and officers liability insurance to which Executive is otherwise entitled in accordance with this Agreement and the Company's articles of incorporation or by laws or other agreement between Executive and the Company (the "Release"). Such Release shall be in a form containing reasonable and customary terms consistent with the terms of this Agreement and the Confidentiality Agreement tendered to the Executive by the Company within five (5) business days following the termination of the Executive's employment by the Company without Cause, by the Executive for Good Reason or upon Non-Renewal where the Company has provided the Notice of Non-Renewal to the Executive in accordance with Section 2, which shall comply with any applicable legislation or judicial requirements, including, but not limited to, the Older Workers Benefit Protection Act. The compensation and benefits described in Section 7.C and 10.B will not be paid to the Executive if the Executive fails to execute the Release within the time frame specified in such Release, if the Executive revokes the Release within the applicable revocation period set forth in such Release, or if the revocation period expires more than sixty (60) days following the Executive's Date of Termination.

9. Mitigation of Damages.

The Executive will not be required to mitigate damages or the amount of any payment or benefit provided for under this Agreement by seeking other employment or otherwise. The amount of any payment or benefit provided for under this Agreement will not be reduced by any compensation or benefits earned by the Executive as the result of self-employment or employment by another employer or otherwise.

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10. Non-Competition.

A. The Executive shall not, at any time during the period from the Effective Date through the date that is twelve (12) months following the Date of Termination (the "Noncompete Period"), directly or indirectly, whether on his own or in association with others, (a) render any services to, manage, operate, control or act in any capacity for (whether as a principal, partner, director, officer, member, employee, consultant, advisor, independent contractor, owner, investor or otherwise), or (b) acquire any equity interest of any type, in any Person that engages in (either directly or through any subsidiary or affiliate thereof) extraction, cultivation, genetics formation, distribution, retail, marketing or testing (each, an "Industry Segment") in the botanical cannabinoid industries or any business the Company (x) has spent significant time or resources analyzing for the purposes of assessing expansion opportunities and (y) in good faith, reasonably expects to commit material financial or other resources to pursue within six months following the Effective Date and through the Date of Termination (the "Restricted Business"), in each case in Australia, Brazil, Colombia, Portugal, Germany or any other country in which the Company derived more than 10% of its aggregate consolidated revenues in the most recent fiscal year, other than the United States and Canada in which case (x) and (y) would be applicable (each such country, a "Geographical Jurisdiction"). Notwithstanding the foregoing, the Executive shall not be restricted from (i) continuing to invest in, participate in and provide services to Silver Swan LLC, Silver Swan Capital, LLC and their respective affiliates, (ii) providing services to a Person that engages in the Restricted Business if such Person is not a competitor of the Company in the Geographical Jurisdiction and Industry Segment in which the Executive provides such services (e.g., Participant would be permitted to provide services to a retailer of botanical cannabinoids in Colombia if (x) the Company does not conduct operations as a retailer of botanical cannabinoids in Colombia but conducts other operations in Colombia), (iii) providing services to a diversified Person or a Person that operates in multiple jurisdictions if the Restricted Business of such Person in the Geographical Jurisdictions did not produce more than 10% of the aggregate consolidated revenues of such diversified Person in the most recent fiscal year, (iv) providing services to or acquiring any interest in an investment fund that invests in the cannabis sector; so long as such services do not involve an investment in the Restricted Business in the Geographical Jurisdiction and Industry Segment in which the Executive provides such services, or (v) owning less than 5% of any class of equity securities of any Person, provided that such ownership represents a passive investment and neither the Executive nor any group of persons including the Executive in any way, either directly or indirectly, manages or exercises control of such corporation, guarantees any of its financial obligations, otherwise takes any part in its business, other than exercising the Executive's rights as an equityholder, or seeks to do any of the foregoing. As used in this Section 10, the term "Company" shall mean the Company and its subsidiaries.

B. In the event the Executive's employment is terminated by the Executive without Good Reason or upon Non-Renewal where the Executive has provided the Notice of Non-Renewal of this Agreement to the Company in accordance with Section 2, and the Executive returns an executed Release to the Company, which becomes final, binding and irrevocable within sixty (60) days following the Executive's Date of Termination in accordance with Section 8 of this Agreement, as consideration for and conditioned upon the Executive's compliance with Section 10.A, the Company shall pay the Executive the Executive's Base Salary (without regard to any reduction in Base Salary that constitutes Good Reason) in accordance with the Company's payroll practices for the duration of the Noncompete Period following the Date of Termination; provided that the Company may, in its sole discretion, and at any point during the Noncompete Period upon notice to the Executive, waive its rights under Section 10.A for any then-remaining portion of the Noncompete Period, in which case the Executive shall not receive payments pursuant to this Section 10.B for any portion of the Noncompete Period during which Section 10.A does not apply.

11. Excess Parachute Excise Tax.

Anything in this Agreement to the contrary notwithstanding, in the event it shall be determined that any payment, award, benefit or distribution (including any acceleration) by the Company or any entity which effectuates a transaction described in Section 280G(b)(2)(A)(i) of the Code to or for the benefit of the Executive (whether pursuant to the terms of this Agreement or otherwise, but determined before application of any reductions required pursuant to this Section 11) (a "Payment") would be subject to the excise tax imposed by Section 4999 of the Code or any interest or penalties are incurred with respect to such excise tax by the Executive (such excise tax, together with any such interest and penalties, are hereinafter collectively referred to as the "Excise Tax"), the Company will automatically reduce such Payments to the extent, but only to the extent, necessary so that no portion of the remaining Payments will be subject to the Excise Tax, unless the amount of such Payments that the Executive would retain after payment of the Excise Tax and all applicable Federal, state and local income taxes without such reduction would exceed the amount of such Payments that the Executive would retain after payment of all applicable Federal, state and local taxes after applying such reduction. Unless otherwise elected by the Executive, to the extent permitted under Code Section 409A, such reduction shall first be applied to any severance payments payable to the Executive under this Agreement, then to the accelerated vesting on any Equity Awards, starting with stock options and stock appreciation rights reversing accelerated vesting of those options and stock appreciation rights with the smallest spread between fair market value and exercise price first and after reversing the accelerated vesting of all stock options and stock appreciation rights, thereafter reversing accelerated vesting of restricted stock, restricted stock units and performance shares, performance units or other similar Equity Awards on a pro rata basis.

All determinations required to be made under this Section 11, including the assumptions to be utilized in arriving at such determination, shall be made by the Company's independent auditors or such other certified public accounting firm of national standing reasonably acceptable to the Executive as may be designated by the Company (the "Accounting Firm") which shall provide detailed supporting calculations both to the Company and the Executive within fifteen (15) business days of the receipt of notice from the Executive that there has been a Payment, or such earlier time as is requested by either the Company or the Executive. All fees and expenses of the Accounting Firm shall be borne solely by the Company. If the Accounting Firm determines that no Excise Tax is payable by the Executive, it shall furnish the Executive with a written opinion to such effect. Any determination by the Accounting Firm shall be binding upon the Company and the Executive.

12. Legal Fees.

All reasonable legal fees and related expenses (including costs of experts, evidence and counsel) paid or incurred by the Executive pursuant to any claim, dispute or question of interpretation relating to this Agreement shall be paid or reimbursed by the Company if the Executive is successful on the merits pursuant to a legal judgment or arbitration. Except as provided in this Section 12, each party shall be responsible for its own legal fees and expenses in connection with any claim or dispute relating to this Agreement.

13. Liability Insurance and Indemnification.

The Company shall maintain directors' and officers' liability insurance for the Executive during the Term of Employment, and for a six (6) year period following the Executive's Date of Termination at a level equivalent to the most favorable and protective coverage for any active officer or director of the Company.

The Company agrees to indemnify the Executive for any job-related liability to the fullest extent permitted under applicable law, and its by-laws.

14. Notices.

All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered by hand, email or mailed within the continental United States by first class certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the Board or the Company:

Clever Leaves Holdings Inc.
Attention: General Counsel
489 Fifth Avenue, 27th Floor
New York, NY 10017
david.kastin@cleverleaves.com

If to the Executive:

To the address on file with the records of the Company.

Addresses may be changed by written notice sent to the other party at the last recorded address of that party.

15. Withholding.

The Company shall be entitled to withhold from payments due hereunder any required federal, state or local withholding or other taxes.

16. Arbitration.

A. If the parties are unable to resolve any dispute or claim relating directly or indirectly to this Agreement, the Confidentiality Agreement, or any dispute or claim between the Executive and the Company and any of its subsidiaries or any of their respective officers, directors, agents, or employees (a "Dispute"), then either party may require the matter to be settled by final and binding arbitration by sending written notice of such election to the other party clearly marked "Arbitration Demand." Thereupon such Dispute shall be arbitrated in accordance with the terms and conditions of this Section

Notwithstanding the foregoing, either party may apply to a court of competent jurisdiction for a temporary restraining order, a preliminary injunction, or other equitable relief to preserve the status quo or prevent irreparable harm or to enforce the terms of the Confidentiality Agreement.

B. The Dispute shall be resolved by a single arbitrator in an arbitration administered by the American Arbitration Association ("AAA"), in accordance with the AAA's then current employment arbitration rules and procedures ("AAA Rules"). Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The decision of the arbitrator shall be final and binding on the parties, and specific performance giving effect to the decision of the arbitrator may be ordered by any court of competent jurisdiction.

C. Nothing contained herein shall operate to prevent either party from asserting counterclaim(s) in any arbitration commenced in accordance with this Agreement, and any such party need not comply with the procedural provisions of this Section 16 in order to assert such counterclaim(s).

D. The arbitration shall be filed with the office of the AAA located in New York, New York or such other AAA office as the parties may agree upon (without any obligation to so agree). The arbitration shall be conducted pursuant to the AAA Rules as in effect at the time of the arbitration hearing. In addition, the following rules and procedures shall apply to the arbitration:

- (i) The arbitrator shall have the sole authority to decide whether or not any Dispute between the parties is arbitrable and whether the party presenting the issues to be arbitrated has satisfied the conditions precedent to such party's right to commence arbitration as required by this Section 16.
- (ii) The decision of the arbitrator, which shall be in writing and state the findings, the facts and conclusions of law upon which the decision is based, shall be final and binding upon the parties, who shall forthwith comply after receipt thereof. Judgment upon the award rendered by the arbitrator may be entered by any competent court. Each party submits itself to the jurisdiction of any such court, but only for the entry and enforcement to judgment with respect to the decision of the arbitrator hereunder.
- (iii) The arbitrator shall have the power to grant all legal and equitable remedies (including, without limitation, specific performance) and award compensatory and punitive damages if authorized by applicable law.
- (iv) Except as otherwise provided in Section 12 or by law, the parties shall bear their own costs in preparing for and participating in the resolution of any Dispute pursuant to this Section 16, and the costs of the arbitrator(s) shall be equally divided between the parties.
- (v) Except as provided in the last sentence of Section 16.A, the provisions of this Section 16 shall be a complete defense to any suit, action or proceeding instituted in any federal, state or local court or before any administrative tribunal with respect to any Dispute arising in connection with this Agreement. Any party commencing a lawsuit in violation of this Section 16 shall pay the costs of the other party, including, without limitation, reasonable attorney's fees and defense costs.

17. Miscellaneous.

A. Governing Law. This Agreement shall be interpreted, construed, governed and enforced according to the laws of the State of New York without regard to the application of choice of law rules.

B. Entire Agreement. This Agreement, together with the Exhibits attached hereto, contains the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all other prior agreements, promises, understandings and representations regarding the Executive's employment, compensation, severance or other payments contingent upon the Executive's termination of employment, whether written or otherwise, including, without limitation, the Holdings Employment Agreement.

C. Amendments. No amendment or modification of the terms or conditions of this Agreement shall be valid unless in writing and signed by the parties hereto.

D. Severability. If one or more provisions of this Agreement are held to be invalid or unenforceable under applicable law, such provisions shall be construed, if possible, so as to be enforceable under applicable law, or such provisions shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.

E. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the beneficiaries, heirs and representatives of the Executive and the successors and assigns of the Company. The Company shall require any successor (whether direct or indirect, by purchase, merger, reorganization, consolidation, acquisition of property or stock, liquidation, or otherwise) to all or substantially all of its assets, by agreement in form and substance satisfactory to the Executive, expressly to assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform this Agreement if no such succession had taken place. Regardless of whether such agreement is executed, this Agreement shall be binding upon any successor of the Company in accordance with the operation of law and such successor shall be deemed the Company for purposes of this Agreement.

F. Successors and Assigns; Nonalienation of Benefits. Except as provided in Section 17.E in the case of the Company, or to the Executive's estate and heirs in the case of the death of the Executive, this Agreement is not assignable by any party. Compensation and benefits payable to the Executive under this Agreement shall not be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, charge, garnishment, execution or levy of any kind, either voluntary or involuntary, prior to actually being received by the Executive or his estate, as applicable, and any such attempt to dispose of any right to benefits payable hereunder shall be void, and no payment to be made hereunder shall be subject to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or other charge.

G. Remedies Cumulative; No Waiver. No remedy conferred upon either party by this Agreement is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to any other remedy given hereunder or now or hereafter existing at law or in equity. No delay or omission by either party in exercising any right, remedy or power hereunder or existing at law or in equity shall be construed as a waiver thereof, and any such right, remedy or power may be exercised by such party from time to time and as often as may be deemed expedient or necessary by such party in such party's sole discretion.

H. Survivorship. Notwithstanding anything in this Agreement to the contrary, all terms and provisions of this Agreement that by their nature extend beyond the Date of Termination, including without limitation Sections 3.C, 7, 8, 10, 12, 13, 15 and 19 of this Agreement, and the terms of the Confidentiality Agreement shall survive termination of this Agreement.

I. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute one document.

18. No Right of Employment.

Nothing contained in this Agreement will be construed as a right of the Executive to be continued in the employment of the Company, or as a limitation of the right of the Company to discharge the Executive with or without Cause.

19. Section 409A of the Code.

The intent of the parties is that payments and benefits under this Agreement comply with, or be exempt from, Section 409A of the Code and, accordingly, to the maximum extent permitted, this Agreement shall be construed and interpreted in accordance with such intent. The Executive's termination of employment (or words to similar effect) shall not be deemed to have occurred for purposes of this Agreement unless such termination of employment constitutes a "separation from service" within the meaning of Code Section 409A and the regulations and other guidance promulgated thereunder.

Notwithstanding any provision in this Agreement to the contrary, if the Executive is deemed on the date of the Executive's separation from service to be a "specified employee" within the meaning of that term under Code Section 409A(a)(2)(B) and using the identification methodology selected by the Company from time to time, or if none, the default methodology set forth in Code Section 409A, then with regard to any payment or any benefit that constitutes "non-qualified deferred compensation" pursuant to Code Section 409A and the regulations issued thereunder that is payable due to the Executive's separation from service, to the extent required to be delayed in compliance with Code Section 409A(a)(2)(B), such payment or benefit shall not be made or provided to the Executive prior to the earlier of (i) the expiration of the six (6)-month period measured from the date of the Executive's separation from service, and (ii) the date of the Executive's death (the "Delay Period"). On the first day of the seventh month following the date of the Executive's separation from service or, if earlier, on the date of the Executive's death, all payments delayed pursuant to this Section 19 shall be paid or reimbursed to the Executive in a lump sum, and any remaining payments and benefits due to the Executive under this Agreement shall be paid or provided in accordance with the normal payment dates specified for them herein.

To the extent any reimbursement of costs and expenses (including reimbursement of COBRA premiums pursuant to Section 7.C) provided for under this Agreement constitutes taxable income to the Executive for Federal income tax purposes, such reimbursements shall be made as soon as practicable after the Executive provides proper documentation supporting reimbursement but in no event later than December 31 of the calendar year next following the calendar year in which the expenses to be reimbursed are incurred. With regard to any provision herein that provides for reimbursement of expenses or in-kind benefits, except as permitted by Code Section 409A, (i) the right to reimbursement or in-kind benefits is not subject to liquidation or exchange for another benefit, and (ii) the amount of expenses eligible for reimbursement, or in-kind benefits, provided during any taxable year shall not affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other taxable year.

If under this Agreement, any amount is to be paid in two or more installments, each such installment shall be treated as a separate payment for purposes of Section 409A.

20. Executive Acknowledgement.

The Executive hereby acknowledges that the Executive has read and understands the provisions of this Agreement, that the Executive has been given the opportunity for the Executive's legal counsel to review this Agreement, that the provisions of this Agreement are reasonable, and that the Executive has received a copy of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first written above.

CLEVER LEAVES HOLDINGS INC.

By: /s/ David M. Kastin
Name: David M. Kastin
Title: General Counsel

EXECUTIVE

/s/ Kyle Detwiler
Kyle Detwiler

**EXHIBIT A
DEFINITIONS**

- (a) "2020 Plan" shall have the meaning set forth in Section 5.C of the Agreement.
- (b) "AAA" shall have the meaning set forth in Section 16.B of the Agreement.
- (c) "AAA Rules" shall have the meaning set forth in Section 16.B of the Agreement.
- (d) "Accounting Firm" shall have the meaning set forth in Section 11 of the Agreement.
- (e) "Annual Bonus" shall have the meaning set forth in Section 5.B of the Agreement.
- (f) "Base Salary" shall have the meaning set forth in Section 5.A of the Agreement.
- (g) "Board" means the Board of Directors of the Company.
- (h) "Cause" means one or more of the following:
 - (i) The Executive's willful and continuous failure to perform his essential duties hereunder or the lawful directives of the Board (other than as a result of illness or injury);

- (ii) The Executive's willful misconduct or gross negligence in the performance of his duties hereunder that could reasonably be expected to materially and demonstrably impair or damage the property, goodwill, reputation, business or finances of any member of the Company Group;
- (iii) The conviction of, or plea of *nolo contendere* by, the Executive to, a felony or a crime involving moral turpitude that could reasonably be expected to materially and demonstrably impair or damage the property, goodwill, reputation, business or finances of any member of the Company Group (excluding any conviction of, or pleas of *nolo contendere* to, any crime under Federal laws for possession or distribution of cannabis or any products containing cannabis resulting from the Executive's actions that are lawful under applicable state law and are undertaken by the Executive at the direction of the Board or in the performance of his duties and responsibilities to the Company or any entity described in Section 4.B of the Agreement);
- (iv) The Executive's material breach of his obligations under the Confidentiality Agreement;
- (v) The Executive's willful material violation of the Company policies that could reasonably be expected to materially and demonstrably impair or damage the property, goodwill, reputation, business or finances of any member of the Company Group; or

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- (vi) The Executive's commission of any willful acts of personal dishonesty in connection with his responsibilities as an employee of the Company that could reasonably be expected to materially and demonstrably impair or damage the property, goodwill, reputation, business or finances of any member of the Company Group.

For purposes of this definition, no act or failure to act on the part of the Executive shall be considered "willful" unless it is done, or omitted to be done, by the Executive in bad faith or without a reasonable belief that the action or omission was in the best interests of the Company Group. Any act, or failure to act, based on authority given pursuant to a resolution duly adopted by the Board or any committee thereof, or the advice of counsel to the Company, will be conclusively presumed to be done, or omitted to be done, by the Executive in good faith and in the best interests of the Company Group.

- (i) "Change of Control" means the occurrence of any one of the following events.
 - (i) any person (or any group of persons acting in concert), other than any member of the Company Group, any trustee or other fiduciary holding securities under an employee benefit plan of any member of the Company Group, an underwriter temporarily holding securities pursuant to an offering of such securities or any corporation owned, directly or indirectly, by the stockholders of the Company in substantially the same proportions as their ownership of stock of the Company, directly or indirectly acquires beneficial ownership of securities representing more than 50% of the combined voting power of the Company's then outstanding securities;
 - (ii) the consummation of a reorganization, merger, statutory share exchange, consolidation or similar corporate transaction (each, a "Business Combination") other than a Business Combination in which all or substantially all of the individuals and entities who were the beneficial owners of the Company's voting securities immediately prior to such Business Combination beneficially own, directly or indirectly, 50% or more of the combined voting power of the voting securities of the entity resulting from such Business Combination (including, without limitation, an entity which as a result of the Business Combination owns the Company or all or substantially all of the Company's assets either directly or through one or more subsidiaries) in substantially the same proportions as their ownership of the Company's voting securities immediately prior to such Business Combination; or
 - (iii) any person (or group of persons acting in concert) acquires all or substantially all of the assets of the Company within any twelve (12) consecutive month period.

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Notwithstanding the foregoing, none of the foregoing events shall constitute a Change of Control of the Company unless such event also constitutes a change in ownership of the Company within the meaning of Treasury Regulation Section 1.409A-3(i)(5)(v) or a change in ownership of a substantial portion of the assets of the Company within the meaning of Treasury Regulation Section 1.409A-3(i)(5)(vii).

- (j) "Change of Control Date" means any date after the date hereof on which a Change of Control occurs.
- (k) "Code" means the Internal Revenue Code of 1986, as amended and the regulations promulgated thereunder.
- (l) "Company Group" means the Company and its affiliates.
- (m) "Compensation Committee" means the compensation committee of the Board.
- (n) "Confidentiality Agreement" shall have the meaning set forth in Section 3.C of the Agreement.
- (o) "Date of Termination" means the date specified in a written notice of termination delivered pursuant to Section 6 of the Agreement, or the Executive's last date as an active employee of the Company before a termination of employment due to his death or Non-Renewal.
- (p) "Disabled" or "Disability" means a mental or physical condition that renders the Executive substantially incapable of performing his duties and obligations under this Agreement, after taking into account provisions for reasonable accommodation, as determined by a medical doctor (such doctor to be mutually determined in good faith by the parties) for 180 days (whether or not consecutive) within any twelve (12) consecutive month period.
- (q) "Dispute" shall have the meaning set forth in Section 16.A of the Agreement.
- (r) "Equity Awards" means stock options, stock appreciation rights, restricted shares, restricted share units, deferred shares, performance shares or performance units or any other share-based awards granted by the Company to the Executive pursuant to the terms of an equity incentive plan or otherwise, including the restricted share units granted to the Executive pursuant to Section 5.C of the Agreement.
- (s) "Excise Tax" shall have the meaning set forth in Section 11 of the Agreement.

- (t) "Fiscal Year" means the fiscal year of the Company, which is the calendar year.
- (u) "Geographical Jurisdiction" shall have the meaning set forth in Section 10.A of the Agreement.
- (v) "Good Reason" means, unless the Executive has consented in writing thereto, the occurrence of any of the following:
 - (i) the assignment to the Executive of any duties materially inconsistent with the Executive's position, including any change in status, title, authority, duties or responsibilities or any other action which results in a material diminution in such status, title, authority, duties or responsibilities;
 - (ii) a material reduction in the Executive's Base Salary without the Executive's consent by the Company other than a reduction in Base Salary authorized in Section 5.A of the Agreement;
 - (iii) the relocation of the Executive's principal office without his written consent to a location that increases the Executive's one-way commute from his residence at the time such relocation becomes effective by more than thirty (30) minutes;
 - (iv) the failure of the Company to obtain the assumption in writing of the Company's obligation to perform this Agreement by any successor to all or substantially all of the assets of the Company within fifteen (15) days after a Business Combination or a sale or other disposition of all or substantially all of the assets of the Company;
 - (v) any material reduction in the Company's willingness or obligation to indemnify the Executive against liability for actions (or inaction, as the case may be) in his capacity as an officer or employee of the Company or as a director of the Company;
 - (vi) a material breach of this Agreement by the Company;
 - (vii) the requirement that the Executive report to any person other than the Board; or
 - (viii) the failure to nominate or elect the Executive to the Board.
- (w) "Industry Segment" shall have the meaning set forth in Section 10.A of the Agreement.
- (x) "Noncompete Period" shall have the meaning set forth in Section 10.A of the Agreement.

- (y) "Non-Renewal" shall have the meaning set forth in Section 6.F of the Agreement.
- (z) "Notice of Non-Renewal" shall have the meaning set forth in Section 2 of the Agreement.
- (aa) "Payment" shall have the meaning set forth in Section 11 of the Agreement.
- (bb) "Person" means any individual, natural person, corporation (including any non-profit corporation), general partnership, limited partnership, limited liability partnership, joint venture, estate, trust company (including any company limited by shares, limited liability company or joint stock company), incorporated or unincorporated association, governmental authority, firm, society or other enterprise, organization or other entity of any nature.
- (cc) "Post-Change of Control Period" means the period beginning on the Change of Control Date and ending twenty-four (24) months after the date of the related Change of Control.
- (dd) "Release" shall have the meaning set forth in Section 8 of the Agreement.
- (ee) "Restricted Business" shall have the meaning set forth in Section 10.A of the Agreement.
- (ff) "Term of Employment" shall have the meaning set forth in Section 2 of the Agreement.

**[Incentive Stock] Option Agreement
under the Northern Swan Holdings, Inc.
2018 Omnibus Incentive Compensation**

Name of Grantee: [●] (the “Grantee”)

No. of Shares Underlying Options: [●] (the “Underlying Shares”)

Grant Date: [●] (the “Grant Date”)

Vesting Commencement Date: [●] (the “Vesting Commencement Date”)

Expiration Date: [●] (the “Expiration Date”)

Option Price/Share: US\$[●] (the “Option Price”)

Pursuant to the Northern Swan Holdings, Inc. 2018 Omnibus Incentive Compensation (the “Plan”), Northern Swan Holdings, Inc., a corporation organized under the laws of the Province of British Columbia (together with all successors thereto, the “Company”), hereby grants to the Grantee, an Option to purchase, on or prior to the Expiration Date (or such earlier date as provided in Section 3 below), all or any part of the number of Shares of Common Stock of the Company indicated above (the “Underlying Shares,” with such Shares once issued being referred to herein as “Option Shares”) at the Option Price per share indicated above. The Option shall be issued in one tranche exercisable for [●] of the Underlying Shares and shall be subject to time-based vesting criteria and the Option grant shall be referred to herein as the “Time-Vested Option.”

Notwithstanding anything in this [Incentive Stock] Option Agreement (the “Agreement”) to the contrary, this Option and any Option Shares shall be subject to, and governed by, all the terms and conditions of the Plan, including, without limitation, Section 18.5 thereof concerning certain restrictions on transfer of Option Shares and related matters. To the extent there is any inconsistency between the terms of the Plan and of this Agreement, the terms of the Plan shall control.

All capitalized terms used in this Agreement and not otherwise defined shall have the respective meanings given such terms in the Plan.

1. Vesting and Exercisability. The Option shall vest and become exercisable as follows:

(a) Time-Vested Option. Subject to Section 1(b) below, [●]% of the Time-Vested Option shall vest and become exercisable on [●], provided that the Grantee remains in continuous service with the Company or any of its Affiliates through each applicable vesting date.

(b) Change of Control. In the event that the Grantee incurs a Termination of Affiliation initiated by the Company (or any of its Affiliates) without Cause during the one (1) year period commencing on the closing of a Change in Control, the Time-Vested Option (to the extent not previously terminated) shall be fully vested and exercisable upon such Termination of Affiliation.

2. Exercise of Option. Prior to the Expiration Date (or such earlier date provided in this Section 2), the Grantee may exercise this Option by delivering an Option exercise notice (an "Exercise Notice") in the form of Appendix A hereto indicating his or her election to purchase some or all of the Underlying Shares with respect to which this Option is then vested and exercisable at the time of such notice. The Option may not be exercised with respect to any fractional shares.

(a) **Termination of Affiliation.** Except as the Committee may otherwise expressly provide, or as may otherwise be expressly provided in any agreement between the Company and the Grantee, if the Grantee has a Termination of Affiliation with the Company and all of its Affiliates, the period within which the Grantee may exercise this Option to the extent then vested and exercisable may be subject to earlier termination as set forth below:

(i) **Termination of Affiliation Due to Death or Disability.** If the Grantee's Termination of Affiliation occurs by reason of such Grantee's death or Disability, this Option may be exercised, to the extent vested and exercisable on the date of such termination, by the Grantee or by the Grantee's legal representative or legatee for a period of twelve (12) months from the date of such termination or until the Expiration Date, if earlier.

(ii) **Termination for Cause.** If the Grantee has a Termination of Affiliation for Cause, all Options (unvested and vested) shall terminate immediately.

(iii) **Other Termination.** If the Grantee's Termination of Affiliation occurs for any reason other than death or Disability or Cause, this Option may be exercised, to the extent exercisable on the date of such termination, by the Grantee for a period of three months from the date of termination or until the Expiration Date, if earlier.

(b) **Treatment of Unvested Options on Termination of Affiliation.** Any portion of this Option that is not vested or exercisable on the date of the Grantee's Termination of Affiliation for any reason shall terminate immediately and be null and void and of no further force and effect. For the purpose of this Section 2(b), the date of the Grantee's Termination of Affiliation shall be calculated without reference to any period of notice of termination under contract, statute or common law, regardless of whether such Termination of Affiliation was lawful or whether notice of termination (or pay in lieu) was provided to the Grantee.

3. Status of Option. This Option is intended to qualify as an "incentive stock option" as defined in Section 422(b) of the Code. Notwithstanding any provision in this Agreement to the contrary, to the extent that any portion of this Option exceeds \$100,000 Limit (as described in Section 6.4(d) and (e) of the Plan) such portion of the Option shall not qualify as an "incentive stock option." In addition, this Option shall not qualify as an "incentive stock option" with respect to the portion of the Option that is exercised more than 3 months after the Grantee ceases to be an employee of the Company or any Subsidiary for any reason other than the Grantee's death or Disability.

4. Disqualifying Dispositions. Within 10 days after any Disqualifying Disposition (as defined in Section 6.4(f) of the Plan) of Option Shares acquired upon exercise of this Option, the Grantee shall notify the Company of such Disqualifying Disposition.

5. Requirements Under Applicable Securities Laws. The Grantee represents and agrees for the Grantee and the Grantee's transferees by will or the laws of descent and distribution that, unless a registration statement under the U.S. Securities Act of 1933, as amended, is in effect as to Option Shares purchased upon any exercise of this Option, (a) any and all Option Shares so purchased will be acquired for the personal account of the Grantee (or such other person entitled to exercise this Option) and not with a view to or for sale in connection with any distribution, and (b) each notice of the exercise of any portion of this Option is accompanied by a representation and warranty in writing, signed by the Grantee (or such other person entitled to exercise this Option), that the Option Shares are being so acquired in good faith for his or her personal account and not with a view to or for sale in connection with any distribution. Such writing will be in a form as required by Company and its counsel to ensure that the issuance of the Option Shares being purchased complies with all United States federal and relevant state securities laws.

6. Miscellaneous Provisions.

(a) Shareholders' Agreement and Power of Attorney. No Option Shares shall be issued to the Grantee pursuant to the exercise of this Option unless and until the Grantee has executed and become party to the Shareholders' Agreement, if any is then in effect, and has executed a power of attorney in favor of the Company in the form attached to the Plan as Schedule A.

(b) Change and Modifications. This Agreement may not be orally changed, modified or terminated, nor shall any oral waiver of any of its terms be effective. This Agreement may be changed, modified or terminated only by an agreement in writing signed by the Company and the Grantee, or as otherwise provided in the Plan.

(c) Notices. All notices, requests, consents and other communications shall be in writing and be deemed given when delivered personally, by electronic transmission or when received if mailed by first class registered or certified mail, postage prepaid. Notices to the Company or the Grantee shall be addressed as set forth underneath their signatures below, or to such other address or addresses as may have been furnished by such party in writing to the other.

(d) Counterparts. For the convenience of the parties and to facilitate execution, this Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document.

[The remainder of this page is intentionally blank; signature page follows.]

The foregoing Agreement is hereby accepted, and the terms and conditions thereof hereby agreed to by the undersigned as of the date first above written.

NORTHERN SWAN HOLDINGS, INC.

By: _____
Name: _____
Title: _____

Address: _____

The undersigned hereby acknowledges receiving and reviewing a copy of the Plan, including, without limitation, Section 18.5 thereof, and understands that the Option granted hereby is subject to the terms of the Plan and of this Agreement. This Agreement is hereby accepted, and the terms and conditions thereof and of the Plan hereby agreed to, by the undersigned as of the date first above written.

GRANTEE:
Name: _____

Address: _____

DESIGNATION OF BENEFICIARY:

Beneficiary's Address: _____

Appendix A

STOCK OPTION EXERCISE NOTICE

Northern Swan Holdings, Inc.
Attention: Corporate Secretary

Pursuant to the terms of the stock option agreement between myself and Northern Swan Holdings, Inc. (the "Company") dated _____ (the "Agreement"), under the Company's 2018 Omnibus Incentive Compensation Plan, I, [Insert Name] _____, hereby [Circle One] partially/fully exercise such Option by including herein payment in the amount of \$ _____ representing the purchase price for [Fill in number of Underlying Shares] _____ Option Shares. I have chosen the following form(s) of payment:

- [..] 1. Cash
- [..] 2. Personal, certified or bank check payable to **Northern Swan Holdings, Inc.**
- [..] 3. Wire transfer, or
- [..] 4. Other (as described in the Plan (please describe))

_____.

In connection with my exercise of the Option as set forth above, I hereby represent and warrant to the Company as follows:

- (i) I have executed the Power of Attorney in the form attached as Schedule A of the Plan (a copy of which is attached to this Exercise Notice) and I have executed and become a party to the Shareholders' Agreement.
- (ii) I am purchasing the Option Shares for my own account for investment only, and not for resale or with a view to the distribution thereof.
- (iii) I have had such an opportunity as I have deemed adequate to obtain from the Company such information as is necessary to permit me to evaluate the merits and risks of my investment in the Company and have consulted with my own advisers with respect to my investment in the Company.
- (iv) I have sufficient experience in business, financial and investment matters to be able to evaluate the risks involved in the purchase of the Option Shares and to make an informed investment decision with respect to such purchase.
- (v) I can afford a complete loss of the value of the Option Shares and am able to bear the economic risk of holding such Option Shares for an indefinite period of time.
- (vi) I understand that the Option Shares may not be registered under the U.S. Securities Act of 1933 (it being understood that the Option Shares are being issued and sold in reliance on the exemption provided in Rule 701 thereunder) or any applicable state securities or "blue sky" laws and may not be sold or otherwise transferred or disposed of in the absence of an effective registration statement under the U.S. Securities Act of 1933 and under any applicable state securities or "blue sky" laws (or exemptions from the registration requirements thereof). I further acknowledge that certificates representing Option Shares will bear restrictive legends reflecting the foregoing.

(vii) I understand and agree that the Option Shares when issued will continue to be subject to the transfer and other restrictions imposed under the Company's corporate charter or by-laws and under Section 18.5 of the Plan and that certificates representing Option Shares will bear restrictive legends reflecting such transfer and other restrictions.

Sincerely yours,

Name:

Address:

JOINT FILING AGREEMENT

This Joint Filing Agreement, dated as of December 27, 2020, is by and among Kyle Detwiler and Silver Swan, LLC (collectively, the "Filers").

Each of the Filers may be required to file with the United States Securities and Exchange Commission a statement on Schedule 13D and/or 13G with respect to common shares without par value of Clever Leaves Holdings Inc. that may be beneficially owned by each of them, directly or indirectly, from time to time.

Pursuant to and in accordance with Rule 13d-1(k) promulgated under the Securities Exchange Act of 1934, as amended, the Filers hereby agree to file a single statement on Schedule 13D and/or 13G, as applicable (and any amendments thereto) on behalf of each of such parties, and hereby further agree to file this Joint Filing Agreement as an exhibit to such statement, as required by such rule.

This Joint Filing Agreement may be terminated by any of the Filers upon one week's prior written notice (or such lesser period of notice as the Filers may mutually agree) to the other party.

Executed and delivered as of the date first above written.

[Remainder of the page intentionally left blank]

IN WITNESS WHEREOF, the undersigned hereby execute this Agreement as of the date first set forth above.

Kyle Detwiler

By: /s/ Kyle Detwiler
Name: Kyle Detwiler

Silver Swan, LLC

By: /s/ Kyle Detwiler
Name: Kyle Detwiler
Title: Managing Member

POWER OF ATTORNEY

Know all by these presents, that the undersigned hereby constitutes and appoints each of David M. Kastin and Pamela L. Marcogliese and with full power of substitution, as the undersigned's true and lawful attorney-in-fact to:

(1) execute for and on behalf of the undersigned, in connection with the undersigned's beneficial ownership of, or participation in a group with respect to, securities beneficially owned, directly or indirectly, of Clever Leaves Holdings Inc., a corporation organized under the laws of British Columbia, Canada (the "Company"), forms and documents related specifically to Section 13 and Section 16 of the Securities Exchange Act of 1934, as amended, and the rules thereunder (the "Exchange Act");

(2) do and perform any and all acts for and on behalf of the undersigned which may be necessary or desirable to complete and execute any such forms and documents related specifically to Section 13 and Section 16 of the Exchange Act, complete and execute any amendment or amendments thereto, and timely file such form and documents with the U.S. Securities and Exchange Commission (the "SEC") and any stock exchange or similar authority; and

(3) take any other lawful action of any type whatsoever in connection with the foregoing which, in the opinion of any such attorney-in-fact, may be of benefit to, in the best interest of, or legally required by, the undersigned, it being understood that the documents executed by any such attorney-in-fact on behalf of the undersigned pursuant to this Power of Attorney shall be in such form and shall contain such terms and conditions as such attorney-in-fact may approve in any such attorney-in-fact's discretion.

The undersigned hereby grants to each such attorney-in-fact with full power of substitution or revocation, hereby ratifying and confirming all that each such attorney-in-fact, or each such attorney-in-fact's substitute or substitutes, shall lawfully do or cause to be done by virtue of this Power of Attorney and the rights and powers herein granted. All lawful acts done by the attorney-in-fact in this regard shall be deemed to have been done by the undersigned. The undersigned acknowledges that the foregoing attorneys-in-fact, in serving in such capacity at the request of the undersigned, are not assuming, nor is the Company assuming, any of the undersigned's responsibilities to comply with Section 13 or Section 16 of the Exchange Act.

This Power of Attorney shall remain in full force and effect for a period of two (2) years, unless earlier revoked by the undersigned in a signed writing delivered to each of the foregoing attorneys-in-fact.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has caused this Power of Attorney to be executed as of this 4th day of December, 2020.

By: /s/ Kyle Detwiler
Name: Kyle Detwiler

POWER OF ATTORNEY

Know all by these presents, that the undersigned hereby constitutes and appoints each of David M. Kastin and Pamela L. Marcogliese and with full power of substitution, as the undersigned's true and lawful attorney-in-fact to:

(1) execute for and on behalf of the undersigned, in connection with the undersigned's beneficial ownership of, or participation in a group with respect to, securities beneficially owned, directly or indirectly, of Clever Leaves Holdings Inc., a corporation organized under the laws of British Columbia, Canada (the "Company"), forms and documents related specifically to Section 13 and Section 16 of the Securities Exchange Act of 1934, as amended, and the rules thereunder (the "Exchange Act");

(2) do and perform any and all acts for and on behalf of the undersigned which may be necessary or desirable to complete and execute any such forms and documents related specifically to Section 13 and Section 16 of the Exchange Act, complete and execute any amendment or amendments thereto, and timely file such form and documents with the U.S. Securities and Exchange Commission (the "SEC") and any stock exchange or similar authority; and

(3) take any other lawful action of any type whatsoever in connection with the foregoing which, in the opinion of any such attorney-in-fact, may be of benefit to, in the best interest of, or legally required by, the undersigned, it being understood that the documents executed by any such attorney-in-fact on behalf of the undersigned pursuant to this Power of Attorney shall be in such form and shall contain such terms and conditions as such attorney-in-fact may approve in any such attorney-in-fact's discretion.

The undersigned hereby grants to each such attorney-in-fact with full power of substitution or revocation, hereby ratifying and confirming all that each such attorney-in-fact, or each such attorney-in-fact's substitute or substitutes, shall lawfully do or cause to be done by virtue of this Power of Attorney and the rights and powers herein granted. All lawful acts done by the attorney-in-fact in this regard shall be deemed to have been done by the undersigned. The undersigned acknowledges that the foregoing attorneys-in-fact, in serving in such capacity at the request of the undersigned, are not assuming, nor is the Company assuming, any of the undersigned's responsibilities to comply with Section 13 or Section 16 of the Exchange Act.

This Power of Attorney shall remain in full force and effect for a period of two (2) years, unless earlier revoked by the undersigned in a signed writing delivered to each of the foregoing attorneys-in-fact.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has caused this Power of Attorney to be executed as of this 2nd day of December, 2020.

Silver Swan, LLC

By: /s/ Kyle Detwiler
Name: Kyle Detwiler
Title: Managing Member
