

**Red Light Holland Corp.**  
1 Adelaide Street East, Suite 801  
Toronto, Ontario M5C 2V9

January 19, 2021

**SENT VIA E-MAIL**

Eight Capital  
EY Tower, 100 Adelaide Street West, Suite 2900  
Toronto, Ontario M5H 1S3

Attention: Elizabeth Staltari, Managing Director

Dear Ms. Staltari:

**Re: Amendment to Underwriting Agreement**

---

We refer to the underwriting agreement dated January 13, 2021 (the “**Underwriting Agreement**”) between Red Light Holland Corp. (“**Red Light**”) and Eight Capital. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Underwriting Agreement. The parties have agreed to enter into this amending agreement (the “**First Amendment**”) to amend certain provisions of the Underwriting Agreement as follows:

- 1) Section 3(1)(b) of the Underwriting Agreement is replaced and restated as follows:

“promptly (i) use its commercially reasonable efforts to resolve all comments made and deficiencies raised in respect of the Preliminary Prospectus by the Principal Regulator, and (ii) file the Final Prospectus and obtain a Final Receipt not later than 4:00 p.m. (Toronto time) on **January 26, 2021**, and otherwise fulfill all legal requirements to qualify the Units for distribution to the public in the Qualifying Jurisdictions through the Underwriter or any other investment dealer or broker registered to transact such business in the applicable Qualifying Jurisdictions contracting with the Underwriter, and to qualify the grant of the Over-Allotment Option;”

On and after the date of this First Amendment, each reference in the Underwriting Agreement to “this Agreement”, “hereunder”, “hereof”, or words of like import referring to the Underwriting Agreement and each reference in any related document to the Underwriting Agreement, “thereunder”, “thereof”, or words of like import referring to the Underwriting Agreement, shall mean and be a reference to the Underwriting Agreement as amended hereby. If any provision of this First Amendment is inconsistent or conflicts with any provision of the Underwriting Agreement, the relevant provision of this First Amendment shall prevail and be paramount.

This First Amendment shall be governed in all respects, including validity, interpretation and effect, by laws of the Province of Ontario and the federal laws of Canada applicable therein.

This First Amendment may be signed in counterparts, which counterparts together shall be deemed to constitute a valid and binding amendment to the Underwriting Agreement and

delivery of the counterparts may be effected by means of facsimile or such other means of electronic communication.

Except with regards to the foregoing, the Underwriting Agreement remains in full force and effect and unamended. Please sign and return a copy of this First Amendment by no later than 5:00 p.m. (Toronto time) on January 20, 2021.

***[Signature Page Follows]***

Yours truly,

**RED LIGHT HOLLAND CORP.**

*“Todd Shapiro”*

---

Todd Shapiro  
Chief Executive Officer

The terms of this First Amendment are hereby accepted as of the 20th day of January, 2021.

**EIGHT CAPITAL**

*“Elizabeth Staltari”*

---

Elizabeth Staltari  
Managing Director