

Form 62-103F1

Required Disclosure under the Early Warning Requirements

State if this report is filed to amend information disclosed in an earlier report. Indicate the date of the report that is being amended.

Item 1 – Security and Reporting Issuer

1.1 State the designation of securities to which this report relates and the name and address of the head office of the issuer of the securities.

Molecule Holdings Inc. (the “Issuer”)
591 Reynolds Rd
Lansdowne, ON K0E 1L0

This report relates to unsecured convertible debentures (the “Debentures”) and warrants (the “Warrants”) of the Issuer.

1.2 State the name of the market in which the transaction or other occurrence that triggered the requirement to file this report took place.

Not applicable. The Debentures and Warrants were issued pursuant to a private placement (the “Private Placement”), the first tranche of which closed on July 30, 2021 (the “First Tranche”).

Item 2 – Identity of the Acquiror

2.1 State the name and address of the acquiror.

Andre Audet (the "Acquiror")
c/o 591 Reynolds Rd
Lansdowne, ON K0E 1L0

2.2 State the date of the transaction or other occurrence that triggered the requirement to file this report and briefly describe the transaction or other occurrence.

On or about July 30, 2021, the Acquiror directly acquired ownership of 100 Debentures issued by the Issuer at a price of \$1,000 per Debenture pursuant to the Private Placement. The Debentures will mature on the date (the “Maturity Date”) that is thirty-six (36) months from the date of issuance (the “Closing Date”) and will bear interest at a simple rate of 8.00% per annum, payable semi-annually in cash within 30 days of each June 30th and December 31st until conversion or repayment. The Acquiror is entitled to convert the Principal Amount (as defined below) of the Debentures at any time prior to the Maturity Date into common shares of the Issuer at a conversion price of \$0.10 per share (the “Conversion Price”), subject to adjustment. For each \$1,000 in principal amount (the “Principal Amount”) of the Debentures, the Acquiror received 6,000 Warrants, each Warrant entitling the Acquiror to acquire one common share of the Issuer (each a “Warrant Share”, collectively the “Warrant Shares”) at an exercise price of \$0.15 per Warrant Share (the “Exercise Price”) (subject to adjustment) for a period of thirty-six (36) months from the Closing Date.

2.3 State the names of any joint actors.

Not applicable.

Item 3 – Interest in Securities of the Reporting Issuer

3.1 State the designation and number or principal amount of securities acquired or disposed of that triggered the requirement to file this report and the change in the acquiror’s security holding percentage in the class of securities.

The Acquiror acquired ownership of 100 Convertible Debentures and 600,000 Warrants.

Prior to the completion of the First Tranche, the Acquiror owned directly and indirectly 8,276,170 common shares of the Issuer and convertible debentures and options convertible or exercisable, respectively, into 687,500 common shares of the Issuer, representing 8.68% of the Company’s issued and outstanding shares on an undiluted basis and 9.33% on a partially diluted basis.

Immediately following the completion of the First Tranche, the Acquiror owns, directly and indirectly, 8,276,170 common shares of the Issuer and convertible debentures, options and warrants convertible or exercisable, respectively, into 2,287,500 common shares of the Issuer, representing 8.68% of the Issuer’s issued and outstanding shares on an undiluted basis and 10.82% on a partially diluted basis.

3.2 State whether the acquiror acquired or disposed ownership of, or acquired or ceased to have control over, the securities that triggered the requirement to file this report.

The Acquiror acquired ownership of 100 Debentures and 600,000 Warrants.

3.3 If the transaction involved a securities lending arrangement, state that fact.

Not applicable.

3.4 State the designation and number or principal amount of securities and the acquiror’s securityholding percentage in the class of securities, immediately before and after the transaction or other occurrence that triggered the requirement to file this report.

Prior to the completion of the First Tranche, the Acquiror owned directly and indirectly 8,276,170 common shares of the Issuer and convertible debentures and options convertible or exercisable, respectively, into 687,500 common shares of the Issuer, representing 8.68% of the Company’s issued and outstanding shares on an undiluted basis and 9.33% on a partially diluted basis.

Immediately following the completion of the First Tranche, the Acquiror owns, directly and indirectly, 8,276,170 common shares of the Issuer and convertible debentures, options and warrants convertible or exercisable, respectively, into 2,287,500 common shares of the Issuer, representing 8.68% of the Issuer’s issued and outstanding shares on an undiluted basis and 10.82% on a partially diluted basis.

3.5 State the designation and number or principal amount of securities and the acquiror’s securityholding percentage in the class of securities referred to in Item 3.4 over which

- (a) the acquiror, either alone or together with any joint actors, has ownership and control,**

The Acquiror owns, directly and indirectly, 8,276,170 common shares of the Issuer and convertible debentures, options and warrants convertible or exercisable, respectively, into 2,287,500 common shares of the Issuer, representing 8.68% of the Issuer's issued and outstanding shares on an undiluted basis and 10.82% on a partially diluted basis.

- (b) the acquiror, either alone or together with any joint actors, has ownership but control is held by persons or companies other than the acquiror or any joint actor, and**

None.

- (c) the acquiror, either alone or together with any joint actors, has exclusive or shared control but does not have ownership.**

None.

3.6 If the acquiror or any of its joint actors has an interest in, or right or obligation associated with, a related financial instrument involving a security of the class of securities in respect of which disclosure is required under this item, describe the material terms of the related financial instrument and its impact on the acquiror's securityholdings.

The Acquiror is entitled to convert the Principal Amount (as defined below) of the Debentures at any time prior to the Maturity Date into common shares of the Issuer at a conversion price of \$0.10 per share (the "Conversion Price"), subject to adjustment. For each \$1,000 in principal amount (the "Principal Amount") of the Debentures, the Acquiror received 6,000 Warrants, each Warrant entitling the Acquiror to acquire one common share of the Issuer (each a "Warrant Share", collectively the "Warrant Shares") at an exercise price of \$0.15 per Warrant Share (the "Exercise Price") (subject to adjustment) for a period of thirty-six (36) months from the Closing Date.

3.7 If the acquiror or any of its joint actors is a party to a securities lending arrangement involving a security of the class of securities in respect of which disclosure is required under this item, describe the material terms of the arrangement including the duration of the arrangement, the number or principal amount of securities involved and any right to recall the securities or identical securities that have been transferred or lent under the arrangement.

Not applicable.

3.8 If the acquiror or any of its joint actors is a party to an agreement, arrangement or understanding that has the effect of altering, directly or indirectly, the acquiror's economic exposure to the security of the class of securities to which this report relates, describe the material terms of the agreement, arrangement or understanding.

Not applicable.

Item 4 – Consideration Paid

4.1 State the value, in Canadian dollars, of any consideration paid or received per security and in total.

The Acquiror acquired the Debentures together with the Warrants for an aggregate purchase price of \$100,000.

4.2 In the case of a transaction or other occurrence that did not take place on a stock exchange or other market that represents a published market for the securities, including an issuance from treasury, disclose the nature and value, in Canadian dollars, of the consideration paid or received by the acquiror.

See 4.1 above.

4.3 If the securities were acquired or disposed of other than by purchase or sale, describe the method of acquisition or disposition.

Not applicable.

Item 5 – Purpose of the Transaction

State the purpose or purposes of the acquiror and any joint actors for the acquisition or disposition of securities of the reporting issuer. Describe any plans or future intentions which the acquiror and any joint actors may have which relate to or would result in any of the following:

- (a) the acquisition of additional securities of the reporting issuer, or the disposition of securities of the reporting issuer;
- (b) a corporate transaction, such as a merger, reorganization or liquidation, involving the reporting issuer or any of its subsidiaries;
- (c) a sale or transfer of a material amount of the assets of the reporting issuer or any of its subsidiaries;
- (d) a change in the board of directors or management of the reporting issuer, including any plans or intentions to change the number or term of directors or to fill any existing vacancy on the board;
- (e) a material change in the present capitalization or dividend policy of the reporting issuer;
- (f) a material change in the reporting issuer's business or corporate structure;
- (g) a change in the reporting issuer's charter, bylaws or similar instruments or another action which might impede the acquisition of control of the reporting issuer by any person or company;
- (h) a class of securities of the reporting issuer being delisted from, or ceasing to be authorized to be quoted on, a marketplace;
- (i) the issuer ceasing to be a reporting issuer in any jurisdiction of Canada;
- (j) a solicitation of proxies from securityholders;
- (k) an action similar to any of those enumerated above.

The Acquiror's acquisition was made for investment purposes. The Acquiror may in the future wish to increase or decrease his shareholdings in the Issuer as circumstances warrant. Such circumstances may include but are not limited to compliance with applicable securities laws, general market and economic conditions, business prospects of the Issuer and investment and business opportunities available to the Acquiror.

Item 6 – Agreements, Arrangements, Commitments or Understandings With Respect to Securities of the Reporting Issuer

Describe the material terms of any agreements, arrangements, commitments or understandings between the acquiror and a joint actor and among those persons and any person with respect to

securities of the class of securities to which this report relates, including but not limited to the transfer or the voting of any of the securities, finder's fees, joint ventures, loan or option arrangements, guarantees of profits, division of profits or loss, or the giving or withholding of proxies. Include such information for any of the securities that are pledged or otherwise subject to a contingency, the occurrence of which would give another person voting power or investment power over such securities, except that disclosure of standard default and similar provisions contained in loan agreements need not be included.

Not applicable.

Item 7 – Change in Material Fact

If applicable, describe any change in a material fact set out in a previous report filed by the acquiror under the early warning requirements or Part 4 in respect of the reporting issuer's securities.

Not applicable.

Item 8 – Exemption

If the acquiror relies on an exemption from requirements in securities legislation applicable to formal bids for the transaction, state the exemption being relied on and describe the facts supporting that reliance.

Not applicable.

Item 9 – Certification

The acquiror must certify that the information in this report is true and complete in every respect. In the case of an agent, the certification is based on the agent's best knowledge, information and belief but the acquiror is still responsible for ensuring that the information filed by the agent is true and complete.

This report must be signed by each person on whose behalf the report is filed or his or her authorized representative.

It is an offence to submit information that, in a material respect and at the time and in the light of the circumstances in which it is submitted, is misleading or untrue.

Certificate

The certificate must state the following:

I, as the acquiror, certify, or I, as the agent filing this report on behalf of an acquiror, certify to the best of my knowledge, information and belief, that the statements made in this report are true and complete in every respect.

Dated this 4th day of August, 2021

Signed: "*Andre Audet*"

ANDRE AUDET