Execution Version

SUBSCRIPTION AGREEMENT

by and among

CANADA HOUSE CANNABIS GROUP INC.

and

ARCHERWILL INVESTMENTS INC.

Dated as of July 15, 2020

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EXHIBITS

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Schedule A Representations and Warranties of the Purchaser
Schedule B Representations and Warranties of the Company
Company Disclosure Letter

SUBSCRIPTION AGREEMENT

This **SUBSCRIPTION AGREEMENT**, dated as of July 15, 2020 (this "**Agreement**"), is entered into between Canada House Cannabis Group Inc. (d/b/a Canada House Wellness Group), a corporation organized and existing under the laws of Canada (the "**Company**") and Archerwill Investments Inc., a corporation continued and existing under the laws of the Cayman Islands (the "**Purchaser**" and together with the Company, the "**Parties**" and each, a "**Party**").

RECITALS

WHEREAS, subject to the terms and conditions set forth herein, at the Closing, the Company desires to issue, sell and deliver to the Purchaser the Purchased Securities, and the Purchaser desires to subscribe for and purchase, acquire, accept and receive from the Company, the Purchased Securities;

WHEREAS, subject to the terms and conditions set forth herein and in connection with the Parties' desire to address certain corporate governance matters, contemporaneously with the Closing, the Parties will enter into the Investor Rights Agreement;

WHEREAS, subject to the terms and conditions set forth herein, the Parties intend to enter into or to cause one or more of their respective Subsidiaries, as the case may be, to enter into the other Transaction Documents contemporaneously with, or as promptly as practicable after, the Closing; and

WHEREAS, the Parties desire to make certain representations, warranties, covenants and agreements in connection with this Agreement and the transactions contemplated by this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and the representations, warranties, covenants and agreements set forth in this Agreement, the Parties, intending to be legally bound, agree as follows:

ARTICLE 1 – DEFINITIONS AND TERMS

Section 1.1 Definitions. Whenever used in this Agreement, except as otherwise specifically provided herein, the following terms shall have the meanings set forth in this Section 1.1.

"**Accounts Receivable**" means all accounts receivable, notes receivable, trade receivables, rights to receive payment, book debts and other amounts, due, owing or accruing due to the Company or any of its Subsidiaries, together with any security interest, letters of credit or other credit support documents granted in favour of the Company or any of its Subsidiaries as security therefor.

"**Affiliate**" means, with respect to any Person, any other Person directly or indirectly controlling, controlled by, or under common control with such Person as of the date on which, or at any time during the period for which, the determination of affiliation is being made (for purposes of this definition, the term "control" (including the correlative meanings of the terms "controlled by" and "under common control with"), as used with respect to any Person, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by Contract or otherwise); provided, however, that with respect to the Company and its Subsidiaries, "Affiliate" at all times excludes the Purchaser and any Person that directly or indirectly controls or is under common control with the Purchaser (other than, from and following the Closing, the Company and its Subsidiaries).

"**Agreement**" has the meaning ascribed to such term in the Preamble.

"**Authorization**" means, with respect to any Person, any Order, permit, approval, consent, waiver, licence or other authorization issued, granted, given or authorized by, or made applicable under the authority of, any Governmental Authority having jurisdiction over the Person.

"**Bankruptcy and Equity Exception**" means bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar Laws of general applicability relating to or affecting creditors' rights and to general equity principles.

"**Books and Records**" means all books of account, financial statements, tax records, personnel records of the Employees, historic documents relating to the assets or business of the Company Entities, sales and purchase records, cost and pricing information, customer and supplier lists and files, referral sources, research and development reports and records, production reports and records, equipment logs, operating guides and manuals, business reports, plans and projections and all other documents, files, correspondence and other information of a Company Entity (whether in written, electronic or other form).

"**Business Day**" means any day other than a Saturday, Sunday or other day on which commercial banks in Toronto, Ontario are authorized or required by Law to close.

"**Canadian Securities Regulators**" means, collectively, the securities commissions or other securities regulatory authorities in each of the Qualifying Jurisdictions.

"**Cannabis**" has the meaning given to the term under the Cannabis Act.

"**Cannabis Act**" means the *Cannabis Act*, S.C. 2018, c.16, as the same may be amended from time to time and includes all regulations, orders, directives and policies issued thereunder, any successor or replacement legislation, orders, directives and policies.

"**Capital Lease**" means a lease with respect to which the lessee is required concurrently to recognize the acquisition of an asset and the incurrence of a liability in accordance with the accounting standards applicable to such lessee.

"**CDSA**" means the *Controlled Drugs and Substance Act*, S.C. 1996, c. 19.

"**Chosen Court**" means the Ontario Superior Court of Justice (Commercial List).

"**Claim**" means any claim, cause of action, action, demand, lawsuit, investigation, review, grievance, citation, summons, subpoena, inquiry, audit, hearing, originating application to a tribunal, arbitration or other similar proceeding of any nature, civil, criminal, regulatory, administrative or otherwise, whether in equity or at law, in contract or in tort or otherwise.

"**Claim Notice**" has the meaning ascribed to such term in Section 7.5(a).

"**Claim Notice Period**" has the meaning ascribed to such term in Section 7.5(a).

"**Closing**" means the closing of the transactions contemplated by this Agreement.

"**Closing Date**" means such date on which the Closing actually occurs.

"**Common Share**" means a common share in the capital of the Company.

"**Company**" has the meaning ascribed to such term in the Preamble.

"**Company Board**" means the board of directors of the Company.

"**Company Business**" means the business carried on by the Company on the Closing Date, consisting of the possession, exportation, importation, cultivation, production, processing, purchase, distribution and sale of Cannabis and Cannabis related products, Cannabis accessories or services related to Cannabis, including the operation of clinics primarily for medicinal Cannabis related activities and the development, sale and provision of software and services for software-as-a-service (SaaS) for medical marijuana patient management.

"**Company Disclosure Letter**" means the confidential disclosure letter delivered to the Purchaser by the Company prior to or concurrently with the execution and delivery of this Agreement.

"**Company Entities**" means, collectively, the Company and its Subsidiaries.

"**Company Indemnified Parties**" means the Company, its Affiliates and its and their respective directors, officers or other Persons acting in a similar capacity, successors and permitted assigns, in each case, in their capacity as such.

"**Company IP**" has the meaning ascribed to such term in Section 1.26(a) of Schedule B.

"**Company Options**" means any outstanding options to purchase Common Shares issued pursuant to the Stock Option Plan.

"**Company Security Agreement**" means the general security agreement to be entered into at the Closing made by the Company in favour of the Purchaser, as may be amended, supplemented, restated or replaced from time to time, constituting a first-priority Lien (subject to Permitted Encumbrances) over all present and future property (both real and personal) of the Company and the Subsidiary Guarantors, to the extent covered by the Subsidiary Security Agreements, including all shares or similar Equity Interests in which the Company and the Subsidiary Guarantors has any right, title or interest.

"**Contract**" means any legally binding contract, agreement, indenture, lease, deed of trust, license, option, instrument, arrangement, understanding or other obligation (whether written or oral).

"**COVID-19**" means the presence, transmission, threat or fear of a novel coronavirus, including the coronavirus disease (COVID-19) or any evolution thereof, and/or any mandatory or advisory restriction issued, or action ordered or threatened by any Governmental Authority.

"**Data Room**" means the virtual electronic data room entitled "CHV-Archerwill External DD" established by the Company, as at 5:00 p.m. (Toronto time) on July 14, 2020.

"**Disclosure Record**" means, collectively, all of the documents which have been, as applicable, filed or furnished on www.sedar.com by or on behalf of the Company, with or to the Canadian Securities Regulators pursuant to applicable Law by the Company, including notes, exhibits and schedules thereto and all other information incorporated by reference and any amendments and supplements thereto.

"**Due Diligence Documents**" means the information and documentation relating to the Company, its Subsidiaries and the Company Business previously provided or made available to the Purchaser in the Data Room.

"**Effect**" means any event, change, development, circumstance, fact or effect, existing, pending or threatened.

"**Employee**" means any full-time or part-time employee of the Company or any of its Subsidiaries, including any such employee on disability (long-term or short-term), workplace safety and insurance, workers' compensation, pregnancy or parental or other statutory or approved leave.

"**Employee Contracts**" means any written or verbal employment Contract for employment between any Company Entity and any other Person engaged in the business of any Company Entity.

"**Employee Plans**" has the meaning ascribed to such term in Section 1.33(a) of Schedule B.

"**Encumbrance**" means any pledge, lien, charge, option, hypothecation, mortgage, security interest, adverse right or claim, prior assignment, encroachment, easement, right of way, restriction, or any other encumbrance of any kind or nature whatsoever, whether contingent or absolute, but excludes any Permitted Encumbrance.

"**Environmental Authorization**" means all Authorizations issued pursuant to any Environmental Laws in connection with the operation of the Company Business or the ownership and use by the Company of the property and assets (including the Leased Properties) of the Company.

"**Environmental Laws**" mean all Laws relating to environmental matters, including any Laws having as a purpose or effect the protection of the environment, the prevention or reduction to acceptable levels of pollution or the provision of remedies in respect of damage arising therefrom.

"**Environmental Notice**" means any written directive or notice of infraction or written notice respecting any claim, investigation, proceeding or judgment from any Governmental Authority relating to non-compliance with or breach of any Environmental Laws or Environmental Authorizations by the Company.

"**Environmental Release**" means any emission, discharge, release, deposit, issuance, spray, injection, abandonment, escape, spill, leak, seepage, disposal or exhaust (other than exhaust from a vehicle) of an Environmentally Hazardous Substance, or other occurrence or event defined as such in any Environmental Laws.

"**Environmentally Hazardous Substance**" means any material or substance that could reasonably be expected to impair the quality of the environment or that causes or could reasonably be expected to cause an adverse effect on the environment for any use which can be made of it and as to which liabilities or standards of conduct are imposed pursuant to Environmental Laws, including any material or substance that is deemed pursuant to any Environmental Law to be "hazardous", "toxic", "deleterious", "caustic", "dangerous", a "contaminant", a "hazardous waste", a "source of contaminant" or a "pollutant" and any of the following substances: asbestos, urea formaldehyde, hydrocarbons, lead and polychlorinated biphenyls and any material or equipment containing one of these substances.

"**Equity Interests**" of a Person means any pre-emptive or other outstanding rights, options, warrants, units, restricted stock or shares, conversion rights, stock appreciation rights, redemption rights, repurchase rights, agreements, arrangements, calls, understanding commitments or rights of any kind.

"**Exchange**" means the Canadian Securities Exchange, or any successor entity thereto or if the Common Shares are no longer listed, traded or quoted thereon, any other securities exchange or quotation system on which the Common Shares are listed, traded or quoted.

"**Existing Warrants**" has the meaning ascribed to such term in Section 1.9 of Schedule B.

"**Final Determination**" means when (a) the parties to a dispute have reached an agreement in writing, (b) a court of competent jurisdiction shall have entered a final and non-appealable order or judgment with respect to a Claim or (c) an arbitration or like panel or Person or Persons acting as an expert shall have rendered a final and non-appealable determination with respect to disputes that the parties to such dispute have agreed to submit thereto.

"**Financial Statements**" means the audited financial statements of the Company for the years ended April 30, 2019 and 2018, and the unaudited financial statements of the Company for the three- and nine-month periods ended January 31, 2020 and 2019, all prepared in accordance with IFRS consistently applied.

"**Governmental Authority**" means any Canadian, U.S., non-Canadian, non-U.S. or supranational government or governmental (including public international organizations), quasi-governmental, regulatory or self-regulatory authority (including any stock exchange or other self-regulatory organization), agency, commission, body, department or instrumentality or any court, tribunal or arbitrator or other entity or subdivision thereof or other legislative, executive, administrative or judicial entity or subdivision thereof, in each case of competent jurisdiction.

"**IFRS**" means International Financial Reporting Standards as issued by the International Accounting Standards Board, applicable as of the date or period at issue, and in the case of the Company, as applied by the Company consistent with past practice.

"**Indemnified Party**" means either a Purchaser Indemnified Party or a Company Indemnified Party.

"**Indemnifying Party**" has the meaning ascribed to such term in Section 7.5(a).

"**Information Technology**" means computer hardware, software in source code and object code form (including documentation, interfaces and development tools), websites, databases, telecommunications equipment and facilities and other information technology systems owned, licensed, used or held by a Person.

"**Intellectual Property**" means all intellectual property and industrial property rights and assets, and all rights, interests and protections that are associated with, similar to, or required for the exercise of, any of the foregoing, however arising, pursuant to the applicable Laws of any jurisdiction throughout the world, whether registered or unregistered, including any and all: (a) trademarks, service marks, trade names, brand names, logos, slogans, trade dress, design rights and other similar designations of source, sponsorship, association or origin, together with the goodwill connected with the use of, and symbolized by, and all registrations, applications and renewals for, any of the foregoing, (b) internet domain names, whether or not trademarks, web addresses, web pages, websites and related content and URLs, (c) works of authorship, expressions, designs and design registrations, whether or not copyrightable, including copyrights, author, performer, moral and neighboring rights, and all registrations, applications for registration and renewals of such copyrights and (d) patents (including all reissues, divisionals, provisionals, continuations and continuations-in-part, re- examinations, renewals, substitutions and extensions thereof), patent applications, and other patent rights and any other Governmental Authority-issued indicia of invention ownership (including inventor's certificates, petty patents and patent utility models).

"**Intentional Breach**" means, with respect to any representation, warranty, covenant or agreement expressly contemplated by this Agreement, a breach that is the result of an act undertaken or the failure to undertake an action that the breaching party intentionally takes (or intentionally fails to take) with the knowledge that the taking of or failure to take such act would, or would reasonably be expected to, cause a breach of this Agreement.

"**Inventory**" means all inventories of raw materials, work-in-process and finished goods and merchandise of the Company.

"**Investor Rights Agreement**" means the investor rights agreement in the form of Exhibit A, to be entered into at the Closing by the Parties, as may be amended, supplemented, restated or replaced from time to time.

"**IsoCanMed**" means IsoCanMed Inc., a corporation amalgamated under the laws of Canada.

"**IsoCanMed Promissory Notes**" means the promissory notes issued on May 29, 2020 by IsoCanMed in the aggregate amount of $12,500,000.

"**Jointly/In Concert**" has the meaning ascribed to the term "jointly or in concert" in National Instrument 62-104 – *Take-Over Bids and Issuer Bids*, with necessary modifications where the term is used in the context of a transaction that is not a take-over bid or issuer bid.

"**Knowledge**" or any similar phrase means with respect to the Company, the actual knowledge of Chris Churchill-Smith, Paul Hart and Steven Pearce, in each case after reasonable inquiry

"**Law**" means any Canadian, U.S., non-Canadian, non-U.S., federal, provincial, state, territorial, local, municipal or other law, statute, constitution, principle of common law, ordinance, code, standard, rule, regulation, ruling or requirement issued, enacted, adopted, promulgated, implemented or otherwise put into effect by or under the authority of any Governmental Authority or any Order.

"**Leased Properties**" means the lands and premises set out and described in Section 1.29(a) of the Company Disclosure Letter by reference to their municipal address and proper legal description.

"**Leases**" means the leases and offers to lease in respect of the Leased Properties set out and described in Section 1.29(a) of the Company Disclosure Letter.

"**Legends**" means, with respect to the Underlying Shares, a legend substantially in the form set forth in National Instrument 45-102 *Resale of Securities* of the Canadian Securities Administrators or such other legends as may be required by applicable Law or the terms and conditions set forth in the Purchased Debenture Certificate, Purchased Warrant Certificate and the Investor Rights Agreement from time to time.

"**Lien**" means, with respect to any Person, any (a) mortgage, lien, pledge, charge, security interest, assignment, encumbrance, lien (statutory or otherwise), (b) interest or title of any vendor, lessor, lender or other secured party to or of such Person under any conditional sale or other title retention agreement or Capital Lease, upon or with respect to any property of such Person, or (c) other encumbrance of any nature or any other arrangement or condition that in substance secures payment or performance of an obligation.

"**Lind Partners Loan**" means the 8.00% convertible secured debenture having a face value of $3,105,000 issued by the Company pursuant to a convertible security funding agreement dated September 10, 2019 between the Company and Lind Global Macro Fund, LP for the issue of up to $14,587,500 aggregate principal amount of 8.00% convertible secured debentures of the Company.

"**Losses**" means, with respect to any Indemnified Party, any and all losses, damages, obligations, Taxes, judgments, fines, settlement payments or awards of any kind actually suffered or incurred by such Indemnified Party after the Closing Date (together with all reasonably incurred and documented cash disbursements, costs and expenses, including reasonable and documented out-of-pocket costs of investigation, defense and appeal and reasonable and documented out-of-pocket solicitor's fees and

expenses), whether or not involving a Third-Party Claim. In determining the amount of any Loss, such determination shall take account of the Percentage of Outstanding Common Shares (as such term is defined in the Investor Rights Agreement) held, directly or indirectly, by the Purchaser or any of its Subsidiaries at the time of the applicable Loss and at the time of any indemnification payment made in respect thereof.

"**Material Adverse Change**" means any change, effect, development, event, occurrence, circumstance, state of facts or violation that, individually or in the aggregate, is or is reasonably likely to have a Material Adverse Effect.

"**Material Adverse Effect**" means the effect (individually or in the aggregate) resulting from, following the date hereof, any change, event, violation, inaccuracy or circumstance, that is, or is reasonably expected to be, materially adverse to the business, properties, assets (including intangible assets), liabilities (contingent or otherwise), capitalization, ownership, prospects, financial condition, or results of operations of the Company and the Subsidiaries, taken as a whole.

"**Material Authorizations**" has the meaning ascribed to such term in Section 1.17 of Schedule B.

"**Material Contracts**" has the meaning ascribed to such term in Section 1.20(a) of Schedule B.

"**Misrepresentation**" means, with respect to a document or instrument, an untrue statement of a material fact or an omission to state a material fact required to be stated or that is necessary to make a statement made therein, in light of the circumstances in which it was made, not misleading.

"**Notice of Loss**" has the meaning ascribed to such term in Section 7.1(c).

"**Obligations**" means (a) all monies now or at any time and from time to time hereafter owing or payable by the Company to the Purchaser and all obligations (whether now existing, presently arising or created in the future) of the Company in favour of the Purchaser, and whether direct or indirect, absolute or contingent, matured or not, whether arising from agreement or dealings between the Purchaser and the Company or from any agreement or dealings with any other Person by which the Purchaser may be or become in any manner whatsoever a creditor or other obligee of the Company or however otherwise arising and whether the Company is bound alone or with another or others and whether as principal or surety, including monies payable or obligations arising in connection with the Purchased Debenture or any other Security Document, (b) all expenses, costs and charges incurred by or on behalf of the Purchaser in connection with the Purchased Debenture or any other Security Document, and (c) the strict performance and observance by the Company of all agreements, warranties, representations, covenants and conditions of the Company made pursuant to the Purchased Debenture or any other Security Document.

"**Order**" means any order, award, judgment, injunction, writ, decree (including any consent decree or similar agreed order or judgment), directive, settlement, stipulation, ruling, determination, decision or verdict, whether civil, criminal or administrative, in each case, that is entered, issued, made or rendered by any Governmental Authority.

"**Ordinary Course of Business**" means the conduct by the Company of the Company Business in accordance with the Company's normal day-to-day operations, customs, practices and procedures and, for the avoidance of doubt, no action taken to specifically respond to COVID-19 shall constitute the "Ordinary Course of Business".

"**Organizational Documents**" means with respect to any Person that is a corporation, its articles or certificate of incorporation, memorandum and articles of association, as the case may be, and by-laws or bylaws, or comparable documents.

"**Outstanding Debentures**" has the meaning ascribed to such term in Section 1.9 of Schedule B.

"**Owned Property**" means that certain parcel of land consisting of 59,844.7 m2 identified as Lot number 5915707 on "cadastrale plan" of Québec with a 5,852.9 m2 facility including 878 m2 of mezzanine for offices, such facility having the municipal address of 551 rue Saint-Marc, Louiseville, Québec, J5V 2L4.

"**Parties**" and "**Party**" have the meanings ascribed to such terms in the Preamble.

"**Permitted Encumbrances**" means:

(a) such Liens as existed on the date hereof, as disclosed to the Purchaser but not including Permitted Encumbrances described in subsection (d) of this definition; provided that, for the avoidance of doubt, any Liens granted in connection with the Lind Partners Loan are not Permitted Encumbrances;

(b) Liens imposed by any Governmental Authority for any Taxes not yet due and delinquent or which are being contested in good faith by appropriate proceedings and for which adequate reserves have been recorded on the Books and Records in accordance with applicable accounting principles;

(c) Liens on the property and assets of IsoCanMed, not including liens granted in connection with the IsoCanMed Promissory Notes, securing indebtedness permitted pursuant to subsection (e) of the definition of Permitted Indebtedness under Section 1.1;

(d) Liens granted in connection with the IsoCanMed Promissory Notes; and

(e) Liens granted after the date hereof to secure Permitted Indebtedness incurred under or assumed by the Company or the Subsidiaries after the date hereof but not including Permitted Encumbrances described in subsection (c) of this definition.

For the avoidance of doubt, Permitted Encumbrances described in subsections (a) and (e) of this definition must be, at all times, subordinated to the security interest of the Purchaser.

"**Permitted Indebtedness**" means, in respect of the Company or any of the Subsidiaries, the following:

(a) any indebtedness owing on the date hereof as disclosed in Section 1.1(c) of the Company Disclosure Letter;

(b) trade payables incurred in the Ordinary Course of Business;

(c) any indebtedness owing to:

(i) the Company by any of the Subsidiaries; and

(ii) any of the Subsidiaries by the Company;

(d) indebtedness, at any time not to exceed $6,000,000 in the aggregate (not including amounts owing on the IsoCanMed Promissory Notes), incurred by IsoCanMed;

(e) the IsoCanMed Promissory Notes; and

(f) Permitted Subordinated Indebtedness;

provided that, for the avoidance of doubt, any indebtedness or other amounts owing, including accrued but unpaid interest, pursuant to the Lind Partners Loan is not Permitted Indebtedness.

"**Permitted Subordinated Indebtedness**" means any and all other indebtedness, not including Permitted Indebtedness, incurred or assumed by the Company or any of its Subsidiaries owing on the date hereof as disclosed in Section 1.1(c) of the Company Disclosure Letter or incurred or assumed after Closing by the Company not exceeding in the aggregate $7,500,000.

"**Person**" means any individual, corporation (including not-for-profit), general or limited partnership, limited liability company, joint venture, association, joint-stock company, estate, trust, organization, Governmental Authority or other entity of any kind or nature.

"**Purchased Debenture**" means the 8.00% secured convertible debenture due five years from the date of issuance in the aggregate amount of $6,500,000 represented and evidenced by the Purchased Debenture Certificate.

"**Purchased Debenture Certificate**" means the debenture certificate in the form of Exhibit B, to be executed and delivered by the Company and the Purchaser and registered in the name of the Purchaser at the Closing pursuant to the terms and conditions set forth in this Agreement.

"**Purchased Securities**" means, collectively, the Purchased Debenture and the Purchased Warrant.

"**Purchased Warrant**" means the warrant represented and evidenced by the Purchased Warrant Certificate (a) entitling the Purchaser to subscribe for and purchase, acquire, accept and receive from the Company 130,000,000 Common Shares (as adjusted following the Closing pursuant to the terms and conditions of the Purchased Warrant Certificate) and (b) which shall be exercisable in whole or in part immediately from and following the Closing pursuant to the terms and conditions of the Purchased Warrant Certificate.

"**Purchased Warrant Certificate**" means the warrant certificate in the form of Exhibit C, to be executed and delivered by the Company to the Purchaser and registered in the name of the Purchaser at the Closing pursuant to the terms and conditions set forth in this Agreement.

"**Purchase Price**" has the meaning ascribed to such term in Section 2.3.

"**Purchaser**" has the meaning ascribed to such term in the Preamble.

"**Purchaser Indemnified Parties**" means the Purchaser, its Affiliates, its and their respective directors, managers, officers or other Persons acting in a similar capacity, successors and permitted assigns, in each case, in their capacity as such.

"**Qualifying Jurisdictions**" means each of the provinces of British Columbia, Alberta, Ontario and Québec.

"**Reference Date**" means February 1, 2020.

"**Regulatory Approval**" means (i) the approval of the Exchange of the transactions contemplated under this Agreement and the Transaction Documents, including the issuance of the Purchased Debenture, the issuance of the Underlying Shares, the conversion price of the Purchased Debenture, the issuance of the Purchased Warrant and the issuance of the Underlying Shares, and the exercise price of the Purchased Warrant to be issued pursuant to this Agreement, and the listing on the Exchange of the Underlying Shares;

and (ii) any other approval which may be required to give effect to the consummation of the transactions contemplated under this Agreement in accordance with applicable Laws, or by or from any Governmental Authority, as determined by the Purchaser, acting reasonably.

"**Representatives**" means, with respect to any Person, any director, principal, partner, manager, member (if such Person is a member-managed limited liability company or similar entity), employee (including any officer), consultant, investment banker, financial advisor, legal counsel, attorney-in-fact, accountant or other advisor, agent or other representative of such Person, in each case acting in their capacity as such.

"**Security Documents**" means, collectively, (i) the Purchased Debenture, (ii) the Company Security Agreement, (iii) the Subsidiary Security Agreements, (iv) the Subsidiary Guarantees, and (v) all other agreements, hypothecs and other instruments delivered to the Purchaser by the Company (whether now existing or presently arising) for the purpose of establishing, perfecting, preserving or protecting any security held by the Purchaser in respect of any Obligations.

"**SEDAR**" means the System for Electronic Document Analysis and Retrieval.

"**Stock Option Plan**" means the Company's amended and restated stock option plan dated April 2, 2015.

"**Structures**" has the meaning ascribed to such term in Section 1.28 of Schedule B.

"**Subordination Agreement**" means the subordination agreement to be entered into at the Closing between the Purchaser, the holders of the IsoCanMed Promissory Notes and the Company, as may be amended, supplemented, restated or replaced from time to time, subordinating the Purchaser's security interest over the IsoCanMed assets to the security interest of the holders of the IsoCanMed Promissory Notes.

"**Subsidiary**" means, with respect to any Person, any other Person of which at least a majority of (a) the securities or ownership interests of such other Person having by their terms ordinary voting power to elect a majority of the board of directors or other individuals performing similar functions or (b) the equity or ownership interests of such other Person, in each case, is directly or indirectly owned or controlled by such first Person and/or by one or more of its Subsidiaries.

"**Subsidiary Guarantees**" means the guarantees to be entered into at the Closing (and at any time thereafter), as may be amended, supplemented, restated or replaced from time to time, guaranteeing the Obligations made by any Subsidiary in favour of the Purchaser.

"**Subsidiary Guarantors**" means Abba Medix Corp., Canada House Clinics Inc., 690050 NB Inc. (d/b/a Knalysis Technologies Inc.) and IsoCanMed Inc., and each other Subsidiary party from time to time to a Subsidiary Guarantee.

"**Subsidiary Security Agreements**" means the mortgages, hypothecs and any other security agreements made any of the Subsidiary Guarantors in favour of the Purchaser as will be set forth in Schedule B to the Purchased Debenture, as may be amended, supplemented, restated or replaced from time to time, constituting a first-priority Lien (subject to Permitted Encumbrances) over all present and future property (both real and personal) of each Subsidiary Guarantor, including all shares or similar Equity Interests in which each Subsidiary Guarantor has any right, title or interest.

"**Support Agreements**" means the voting support agreements in the form of Exhibit D, to be executed and delivered at the Closing by the Supporting Shareholders to the Purchaser.

"**Supporting Shareholders**" means each of <redacted – confidential information>.

"**Tax Act**" means the *Income Tax Act* (Canada).

"**Tax Returns**" means all returns and reports, elections, designations, notices, declarations, disclosures, statements, schedules, estimates, information returns and other documents and attachments thereto relating to Taxes, including any amendment thereof, filed with or supplied to, or required to be filed with or supplied to, a Taxing Authority.

"**Taxes**" means any and all foreign, Canadian or United States federal, provincial, territorial, state, local, and other taxes, levies, fees, imposts, duties, and similar governmental charges (including any interest, fines, assessments, penalties or additions to tax imposed in connection therewith or with respect thereto) including those imposed on, measured by, or computed with respect to income, franchise, profits or gross receipts, alternative or add-on minimum, margin, ad valorem, value added, capital gains, sales, harmonized sales, goods and services, use, employer health, real or personal property, land, land transfer, escheat or unclaimed property taxes (or similar), environmental, capital stock, license, branch, payroll, estimated, withholding, employment, social security (or similar), insurance, disability, workers compensation, unemployment, employment/unemployment insurance, compensation, utility, severance, production, excise, stamp, occupation, premium, windfall profits, transfer and gains taxes, registrations, net worth, and customs duties, surtaxes, and health insurance and government pension plan premiums or contributions, whether disputed or not.

"**Taxing Authority**" means any Governmental Authority having competent jurisdiction over the assessment, determination, collection or imposition of any Tax.

"**Third-Party Claim**" has the meaning set forth in Section 7.5(a).

"**Transaction Documents**" means the Investor Rights Agreement, the Support Agreements, the Purchased Debenture Certificate, the Security Documents and the Purchased Warrant Certificate.

"**Underlying Shares**" means Common Shares issuable upon the conversion of the Purchased Debenture or exercise of the Purchased Warrant, as applicable.

Section 1.2 Other Terms. Each of the other capitalized terms used in this Agreement has the meaning set forth where such term is first used or, if no meaning is set forth, the meaning required by the context in which such term is used.

Section 1.3 Interpretation and Construction.

(a) The table of contents and headings herein are for convenience of reference only, do not constitute part of this Agreement and shall not be deemed to limit or otherwise affect any of the provisions of this Agreement.

(b) Unless otherwise specified herein, all Preamble, Recital, Article, Section, clauses, Exhibit and Schedule references used in this Agreement are to the preamble, recitals, articles, sections, clauses, exhibits and schedules to this Agreement.

(c) Unless the context otherwise requires, for purposes of this Agreement: (i) if a term is defined as one part of speech (such as a noun), it shall have a corresponding meaning when used as another part of speech (such as a verb); (ii) the terms defined in the singular shall have a comparable meaning when used in the plural and *vice versa*; (iii) words importing any gender shall include all genders; (iv) whenever the words "includes" or "including" are used, they shall be deemed to be followed by the words "without limitation"; (v) the words "hereto," "hereof," "hereby," "herein," "hereunder" and similar terms in this Agreement shall refer to this Agreement as a whole and not any particular provision of this Agreement; (vi) the word "extent" in the phrase "to the extent" shall mean the degree to which a subject or other thing extends and such phrase shall not mean simply "if"; and (vii) all accounting terms used herein and not expressly defined herein shall have the meanings given to them under IFRS.

(d) Except as otherwise specifically provided herein or as the context otherwise requires, the term "dollars" and the symbol "$" mean Canadian dollars and all amounts in this Agreement shall be paid in Canadian dollars, and in the event any amounts, costs, fees or expenses incurred by any Party pursuant to this Agreement are denominated in a currency other than Canadian dollars, to the extent applicable, the Canadian dollar equivalent for such costs, fees or expenses shall be determined by converting such other currency to Canadian dollars at the foreign exchange rates published by the Bank of Canada or, if not reported thereby, another authoritative source reasonably determined by the Company, in effect at the time such amount, cost, fee or expense is incurred, and in the event the resulting conversion yields a number that extends beyond two decimal points, rounded to the nearest penny.

(e) Except as otherwise specifically provided herein or the context otherwise requires, wherever this Agreement refers to information or documents having been "made available" (or words of similar import) by or on behalf of the Company to the Purchaser, such obligation shall be deemed satisfied if the Company or its Representatives made such information or document available in the Data Room in connection with the transactions contemplated by this Agreement prior to the execution and delivery of this Agreement.

(f) Except as otherwise specifically provided herein, when calculating the period of time within which, or following which, any action is to be taken pursuant to this Agreement, the date that is the reference day in calculating such period shall be excluded and if the last day of the period is a non-Business Day, the period in question shall end on the next Business Day or if any action must be taken hereunder on or by a day that is not a Business Day, then such action may be validly taken on or by the next day that is a Business Day. References to a number of days shall refer to calendar days unless Business Days are specified.

(g) Except as otherwise specifically provided herein, (i) all references to any statute in this Agreement include the rules and regulations promulgated thereunder, and unless the context otherwise requires, all applicable guidance, guidelines, bulletins or policies issued or made in connection therewith by a Governmental Authority, and (ii) all references to any Law in this Agreement shall be a reference to such Law as amended, re-enacted, consolidated or replaced as of the applicable date or during the applicable period of time.

(h) Except as otherwise specifically provided herein, (i) all references in this Agreement to any Contract, other agreement, document or instrument (excluding this Agreement) mean such Contract, other agreement, document or instrument as amended, supplemented or otherwise modified from time to time in accordance with the terms thereof and, unless otherwise specified therein, include all schedules, annexes, addendums, exhibits and any other documents attached thereto or incorporated therein, and (ii) all references to this Agreement mean this Agreement (taking into account the provisions of Section 8.4) as amended, supplemented or otherwise modified from time to time in accordance with Section 8.7.

(i) The Parties have jointly negotiated and drafted this Agreement, and if an ambiguity or a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provision of this Agreement.

ARTICLE 2– SUBSCRIPTION, ISSUANCE AND SALE; CLOSING

Section 2.1 Subscription and Issuance of the Purchased Debenture. Subject to the terms and conditions set forth in this Agreement, at the Closing, the Company shall issue, sell and deliver to the Purchaser the Purchased Debenture and the Purchaser shall subscribe for and purchase, acquire, accept and receive from the Company the Purchased Debenture.

Section 2.2 Subscription and Issuance of Purchased Warrant. Subject to the terms and conditions set forth in this Agreement, at the Closing, the Company shall issue, sell and deliver to the Purchaser the Purchased Warrant, and the Purchaser shall subscribe for and purchase, acquire, accept and receive from the Company the Purchased Warrant.

Section 2.3 Purchase Price. Subject to the terms and conditions set forth in this Agreement, at the Closing, the Purchaser shall pay or cause to be paid to the Company or one or more designees thereof an amount in cash equal to $6,500,000, in each case without any setoff, counterclaim, deduction or withholding (the "**Purchase Price**"), by wire transfer of immediately available funds to such account or accounts designated (such designation to be made at least two Business Days prior to the anticipated Closing Date) by the Company on behalf of itself or one or more designees thereof. The Parties agree to allocate the Purchase Price as follows: (a) $6,499,900 to the Purchased Debenture and (b) $100 to the Purchased Warrant; provided that, for greater certainty, the aggregate principal amount of the Purchased Debenture is $6,500,000.

Section 2.4 Use of Proceeds. The Company acknowledges and agrees that the proceeds from transactions contemplated by this Agreement shall be used by the Company (i) first, repayment in full of the Lind Partners Loan, including any accrued but unpaid interest to the date of repayment, that is not converted into Common Shares by the Closing Date in accordance with the terms thereof, (ii) second, in partial repayment of up to $500,000 of the amount owing under the IsoCanMed Promissory Notes, (iii) third, in repayment of the aggregate amount of $[redacted – confidential info] plus additional interest from the date hereof to the Closing Date outstanding due to [redacted – confidential informati] under the promissory note obligation described in Section 1.1(c) of the Company Disclosure Letter, (iv) fourth, in payment of accrued and unpaid bonus payments due to the Company's executive officers in the aggregate amount of $372,500; and (v) following which, for operations and expansion of the Company.

Section 2.5 Closing. The Closing shall take place electronically at 8:00 a.m. (Toronto time) on the second Business Day following the satisfaction or, to the extent permitted by applicable Law, waiver of the conditions set forth in Article 4 (other than those conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or, to the extent permitted by applicable Law, waiver of those conditions) or at such other date, time and place (or by means of remote communication) as the Parties may agree in writing.

ARTICLE 3 – REPRESENTATION AND WARRANTIES

Section 3.1 Representations and Warranties of the Purchaser. The Purchaser hereby represents and warrants to the Company as set forth in Schedule A.

Section 3.2 Representations and Warranties of the Company. The Company hereby represents and warrants to the Purchaser as set forth in Schedule B.

ARTICLE 4 – CONDITIONS PRECEDENT

Section 4.1 Conditions of the Parties. The respective obligation of each Party to effect the Closing is subject to the satisfaction or, to the extent permitted by applicable Law, waiver by each of the Parties at or prior to the Closing of each of the following conditions:

(a) the Regulatory Approvals shall have been obtained; provided that, if the approval of the Exchange is conditional upon, or subject to, the Closing, the Company shall have made all filings required by the Exchange prior to the Closing Date and shall ensure that any deliveries or filings required by the Exchange after the Closing Date are made as promptly as practicable and in any event within the time frame required by the Exchange; and

(b) there shall not be in effect any Law (including, for the avoidance of doubt, any Order) that makes the consummation of the transactions contemplated under this Agreement and the Transaction Documents illegal or otherwise prohibits or enjoins any Party from consummating the transactions contemplated under this Agreement and the Transaction Documents.

Section 4.2 Conditions of the Company. The obligation of the Company to effect the Closing is also subject to the satisfaction or, to the extent permitted by applicable Law, waiver by the Company at or prior to the Closing of each of the following conditions:

(a) the representations and warranties of the Purchaser set forth in Schedule A shall be true and correct in all material respects as of the date of this Agreement and shall be true and correct in all material respects as if made as of the Closing Date (except to the extent that any such representation and warranty expressly speaks as of a different date or time, in which case such representation and warranty shall be true and correct as of such different date or time); provided that, to the extent any such representations and warranties of the Purchaser contain any materiality qualification, such representations and warranties are true and correct in all respects as of the date of this Agreement and shall be true and correct in all respects as if made as of the Closing Date;

(b) the Purchaser shall have complied with and performed in all material respects all covenants and agreements required to be performed by it under this Agreement at or prior to the Closing;

(c) the Purchaser shall have delivered each of the Transaction Documents, in each case duly executed by Purchaser; and

(d) the Purchaser shall have delivered the Subordination Agreement, duly executed by the Purchaser.

Section 4.3 Conditions of the Purchaser. The obligations of the Purchaser to effect the Closing are also subject to the satisfaction or, to the extent permitted by applicable Law, waiver by the Purchaser at or prior to the Closing of each of the following conditions:

(a) the representations and warranties of the Company set forth in Schedule B shall be true and correct in all material respects as of the date of this Agreement and shall be true and correct in all material respects as if made as of the Closing Date (except to the extent that any such representation and warranty expressly speaks as of a different date or time, in which case such representation and warranty shall be true and correct as of such different date or time); provided that, to the extent any such representations and

warranties of the Company contain any materiality qualification, such representations and warranties are true and correct in all respects as of the date of this Agreement and shall be true and correct in all respects as if made as of the Closing Date;

(b) the Company shall have complied with and performed in all material respects all covenants and agreements required to be performed by it under this Agreement at or prior to the Closing;

(c) since the date of this Agreement, there shall not have occurred any Effect that has had or would reasonably be expected to result in a Material Adverse Effect and that remains in effect;

(d) on or prior to the Closing, the Company shall deliver or cause to be delivered to the Purchaser the following documents, in form and substance satisfactory to the Purchaser:

(i) a certificate signed on behalf of the Company by an executive officer of the Company (in such executive officer's individual capacity as such and not in his or her personal capacity and without any personal liability) to the effect that the conditions set forth in Section 4.3(a) and Section 4.3(b) have been satisfied;

(ii) a certificate of an officer of the Company certifying (A) the Organizational Documents of the Company and (B) all resolutions of the Company Board relating to the transactions contemplated by this Agreement;

(iii) a certificate of an officer of each of the Subsidiary Guarantors certifying (A) the Organizational Documents of the applicable Subsidiary Guarantor, (B) all resolutions of the board of directors or shareholders of the applicable Subsidiary Guarantor relating to the Security Documents, (C) the share register of the applicable Subsidiary Guarantor; (D) the incumbency and specimen signatures of signing officers of the applicable Subsidiary Guarantor; and (E) certain other factual matters, in form and substance acceptable to the Purchaser;

(iv) a certificate of status, compliance, good standing or like certificate with respect to the Company and each of the Subsidiary Guarantors issued by the appropriate government officials of its jurisdiction of incorporation and of each jurisdiction in which each of the Company and the Subsidiary Guarantors, respectively, carries on its business dated no earlier than one Business Day prior to the Closing Date;

(v) an opinion of counsel to the Company dated as of the Closing Date as to certain corporate Law and Canadian Securities Law matters and matters relating to the Transaction Documents, in form and substance acceptable to the Purchaser;

(vi) an opinion from counsel to Abba Medix Corp. dated as of the Closing Date as to (i) it being a corporation existing under the Laws of its jurisdiction of organization, and having the requisite corporate power and capacity to carry on its business, affairs and operations as now conducted and to own, lease and operate its property and assets; (ii) its authorized and issued share capital and (iii) matters relating to the Security Documents to which it is a party, in form and substance acceptable to the Purchaser;

(vii) the Common Shares shall continue to be listed for trading on the Exchange as at the Closing Date;

(viii) each of the Transaction Documents (other than the Support Agreements), in each case duly executed by the Company or the Subsidiary Guarantors, as applicable;

(ix) each of the Support Agreements, in each case duly executed by each of the Supporting Shareholders;

(x) the Subordination Agreement, duly executed by the Company;

(xi) the original share certificates, representing all of the shares held by the Company in the capital of each of the Subsidiary Guarantors, together with corresponding stock transfer powers originally executed in blank in respect thereof (the "**Pledged Share Certificates**");

(xii) a certificate of current insurance coverage evidencing that the Company is carrying insurance in accordance with the Purchased Debenture;

(xiii) all documentation and other information required by bank regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations; and

(xiv) such other documents and instruments as are customary for transactions of this type or as they may reasonably request;

(e) the Purchaser being satisfied in its sole discretion with the results of its due diligence review and investigation of the Company and its Subsidiaries, including the Due Diligence Documents;

(f) all material third party consents, waivers, permits, orders and approvals that are necessary, proper or advisable to consummate the transactions contemplated under this Agreement shall have been obtained or received on terms that are acceptable to the Purchaser, acting reasonably;

(g) no Governmental Authority or any other Person shall have commenced any action or proceeding to suspend or cease or stop trading the securities of the Company, and no Governmental Authority or any other Person shall have given written notice to the Company of its intention to commence any such action or proceeding;

(h) the Security Documents as of the Closing Date shall have been registered (or arrangements for registration satisfactory to the Purchaser shall have been made) in all offices in which, in the opinion of the Purchaser or its counsel, registration is necessary or of advantage to perfect or render opposable to third parties the Liens intended to be created thereby, and the Security Documents and the Liens created thereby shall constitute a first ranking charge (subject only to Liens granted by IsoCanMed over its property in connection with the IsoCanMed Promissory Notes) over the property of the Company and each Subsidiary Guarantor, subject to no other Liens except Permitted Encumbrances. The Purchaser shall have received and be satisfied with the results of all personal property, pending litigation, judgment, bankruptcy, execution and other searches conducted by the Purchaser and its counsel with respect to the Company and each Subsidiary Guarantor in all jurisdictions selected by the Purchaser and its counsel;

(i) the transactions contemplated in this Agreement and the other Transaction Documents shall not have caused any event or condition to occur which has resulted, or which will result, in any indebtedness (other than indebtedness being repaid in connection with the transactions) becoming due prior to its scheduled maturity or that permits (with or without the giving of notice, the lapse of time, or both) the holder or holders of any such indebtedness or any trustee or agent on its or their behalf to cause any indebtedness to become due, or to require the prepayment, repurchase, redemption or defeasance thereof, prior to its scheduled maturity, or which will result in the creation of any Liens under any indebtedness; and

(j) the Company shall have repaid (or made satisfactory arrangements for the repayment at Closing) all indebtedness outstanding under the Lind Partners Loan that is not converted into Common Shares by the Closing Date in accordance with the terms thereof, including any accrued and unpaid interest, and such Lind Partners Loan shall have been cancelled permanently such that neither the Company nor any Subsidiaries shall have any indebtedness (or commitment therefor, including any guarantees, pledged assets or other forms of security) that will survive the Closing Date except Permitted Indebtedness.

ARTICLE 5 – COVENANTS

Section 5.1 Interim Period Covenants.

(a) The Company shall, and shall cause each of its Subsidiaries to, from and after the execution and delivery of this Agreement and prior to the Closing (unless the Purchaser shall otherwise approve in writing), and except as otherwise expressly required or permitted by this Agreement or as required by applicable Law (in which case the Company shall promptly notify the Purchaser in respect of such requirement), conduct its business in all material respects in the Ordinary Course of Business and, to the extent consistent therewith, shall use and cause each of its Subsidiaries to use their respective reasonable best efforts to maintain its and its Subsidiaries' relations and goodwill with Governmental Authorities, customers, suppliers, licensors, licensees, distributors, creditors, lessors, employees, agents and business associates. Without limiting the generality of and in furtherance of the foregoing sentence, from the execution and delivery of this Agreement until the Closing, except as required by applicable Law, as approved in writing by the Purchaser, the Company hereby covenants and agrees as follows:

(i) the Company and its Subsidiaries shall comply with all Laws, including, to the extent applicable, the CDSA, the Cannabis Act, and all other Laws relating to Cannabis which are applicable to the Company's business, affairs and operations, and, including for greater certainty, the rules of the Exchange and any other stock or securities exchange, marketplace or trading market upon which the Company sought or obtained listing of its securities;

(ii) the Company shall promptly, and in any event within five Business Days after a responsible officer of the Company becoming aware, give written notice to the Purchaser or any Material Adverse Change;

(iii) the Company shall promptly notify the Purchaser in connection with: any and all matters relating to any violations of, or non-compliance with, any Laws;

(iv) neither the Company nor any of its Subsidiaries shall, directly or indirectly:

(A) merge or consolidate the Company or any of its Subsidiaries with any other Person, or restructure, reorganize or completely or partially liquidate or otherwise enter into any agreements or arrangements imposing material changes or restrictions on its assets, operations or businesses;

(B) acquire assets outside of the Ordinary Course of Business from any other Person with a fair market value (reasonably determined by the Company) or purchase price in excess of $100,000 in any individual transaction or series of related transactions or $200,000 in the aggregate, in each case, including any amounts or value reasonably expected to be paid in connection with a future earn-out, purchase price adjustment, release of "holdback" or similar contingent payment obligation, or to acquire assets that would reasonably be expected to prevent or materially impair the ability of the Company to consummate the

transactions contemplated by this Agreement, other than acquisitions of inventory or other goods in the Ordinary Course of Business pursuant to the terms of a Contract binding on the Company or any of its Subsidiaries in effect as of the date of this Agreement or entered into following the date of this Agreement in accordance with the terms of this Section 5.1;

(C) make any loans, advances, guarantees or capital contributions to or investments in any Person in excess of $50,000 in the aggregate);

(D) issue, sell, pledge, dispose of, grant, transfer, lease, license, guarantee, encumber, or otherwise enter into any Contract or other agreement, understanding or arrangement with respect to the voting of, any shares in the capital of the Company (including the Common Shares) or of any of its Subsidiaries, securities convertible or exchangeable into or exercisable for any such shares, or any options, warrants or other rights of any kind to acquire any such shares or such convertible or exchangeable securities (other than the (w) issuance of Common Shares in respect of Company Options outstanding as of the date of this Agreement or granted pursuant to clause (x), in each case, in accordance with their terms and, as applicable, the Stock Option Plan in effect on the date of this Agreement, (x) grant of Company Options to employees (other than executive officers of the Company) in the Ordinary Course of Business under the Stock Option Plan in effect as of the date of this Agreement, (y) issuance of Common Shares pursuant to the terms and conditions of the Existing Warrants, or (z) issuance of Common Shares pursuant to the terms and conditions of the Outstanding Debentures;

(E) incur any indebtedness (including the issuance of any debt securities, warrants or other rights to acquire any debt security), except for Permitted Indebtedness;

(F) transfer, sell, divest or otherwise dispose of or transfer, or permit or suffer to exist the creation of any Encumbrance upon, any properties or assets (tangible or intangible, including any Intellectual Property), product lines or businesses material to the Company and its Subsidiaries (taken as a whole), including the share capital of any of its Subsidiaries, other than (x) in the Ordinary Course of Business, (y) with respect to assets with a fair market value (reasonably determined by the Company) not in excess of $100,000 individually, or (z) pursuant to the terms of any Contract that is in effect as of the date of this Agreement and a copy of which has been made available to the Purchaser prior to the date of this Agreement; and

(G) agree, authorize or commit to do any of the foregoing.

(b) In addition to the express covenants set out in Section 5.1(a), the Company shall not, and shall cause its Subsidiaries not to, take or fail to take any actions that would, individually or in the aggregate, reasonably be expected to prevent or materially impair the consummation of the transactions contemplated by this Agreement and the Transaction Documents.

Section 5.2 Exchange Approval. The Company shall promptly make all filings required by the Exchange to obtain the applicable Regulatory Approvals; provided that, if the approval of the Exchange is conditional upon, or subject to, the Closing, the Company shall ensure that any deliveries or filings

required by the Exchange after the Closing Date are made as promptly as practicable and in any event within the time frame required by the Exchange.

Section 5.3 Support Agreements. The Company shall use its commercially reasonable efforts to discuss and obtain the agreement in principle of each of the Supporting Shareholders regarding the entry into their respective Support Agreements with the Purchaser and the delivery thereof to the Purchaser at or prior to Closing.

ARTICLE 6 – TERMINATION

Section 6.1 Termination. At any time prior to Closing, this Agreement may be terminated and the transactions contemplated by this Agreement may be abandoned upon the earliest of:

(a) the date on which this Agreement is terminated by the mutual written consent of the Parties;

(b) the date on which this Agreement is terminated by written notice of the Company to the Purchaser as a result of a the failure of any condition in Section 4.2 to be satisfied, and such failure would materially impair the ability of the Purchaser to consummate the transactions contemplated by this Agreement;

(c) the date on which this Agreement is terminated by written notice of the Purchaser to the Company as a result of the failure of any condition in Section 4.3 to be satisfied, and such failure is incapable of being cured on or prior to the Closing Date or would materially impair the ability of the Company to consummate the transactions contemplated by this Agreement;

(d) written notice by the Purchaser to the Company if there has occurred a Material Adverse Effect, and such Material Adverse Effect is continuing; or

(e) written notice by a Party to the other Party, if Closing has not occurred on or before July 22, 2020; provided that a Party may not terminate this Agreement pursuant to this Section 6.1(e) if the failure to effect Closing by such date has been caused by, or is a result of, the failure of such Party to perform any of its covenants or agreements under this Agreement or to satisfy any of the conditions to Closing under this Agreement.

ARTICLE 7 – INDEMNIFICATION

Section 7.1 Survival.

(a) The representations and warranties in this Agreement or referenced in the certificate contemplated by Section 4.3(d)(i) (and any rights arising out of any breach of such representations or warranties) shall survive the Closing and shall remain in full force and effect until two years after the Closing Date, except that: (i) representations and warranties made by the Company in Section 1.34 of Schedule B relating to the tax liability of the Company shall remain in full force and effect until the expiration of all applicable limitation periods contained in applicable Tax Laws; (ii) representations and warranties contained in Sections 1.1, 1.3, 1.4, 1.5, 1.12, 1.17 and 1.18 of Schedule B shall remain in full force and effect for as long as the Purchaser holds any Purchased Securities or Underlying Shares.

(b) The covenants and agreements contained in this Agreement that require performance in full prior to the Closing (and any rights arising out of any breach of such covenants and agreements), in each case, shall survive the Closing and expire two years after the Closing Date, and the covenants and agreements in this Agreement that by their terms apply or are to be performed, in whole or in part, after the

Closing (and any rights arising out of any breach of such covenants and agreements), in each case, shall survive for the period provided in such covenants and agreements, if any, or until fully performed or otherwise satisfied.

(c) The Parties hereby acknowledge and agree that (i) any claim for indemnification pursuant to this Article 7 or as otherwise contemplated by this Agreement must be asserted (A) in accordance with Section 7.5 with respect to any Third-Party Claim and (B) with respect to such other claims for indemnification, subject to the additional terms and conditions set forth in Section 7.4, in writing, with reasonable specificity as to the basis for such claim, the amount or the estimated amount of Losses sought, to the extent then ascertainable (which estimate shall not be conclusive of the final amount of the claim), any other remedy sought thereunder, and, to the extent practicable, any other material details pertaining thereto (such a writing, a "**Notice of Loss**"), (ii) the survival periods set forth in Section 7.1(a) and Section 7.1(b) are contractual statutes of limitations and (iii) any claim for indemnification pursuant to this Article 7 or as otherwise contemplated by this Agreement asserted in good faith and in accordance with clause (i) of this Section 7.1(c) shall not thereafter be barred by the expiration of such survival period until a Final Determination shall have been made with respect to such claim.

Section 7.2 Indemnification by the Company.

(a) The Company hereby agrees that, from and after the Closing, the Company shall indemnify, defend and hold harmless the Purchaser Indemnified Parties from and against any and all Losses actually suffered or incurred by any of the Purchaser Indemnified Parties, to the extent arising out of: (i) any inaccuracy in or breach of any of the representations and warranties of the Company in this Agreement, including references thereto in the certificate contemplated by Section 4.3(d)(i), for the period such representations and warranties survive pursuant to Section 7.1 (provided that, for purposes of determining the existence of any such inaccuracy or breach or the amount of any Losses with respect thereto, all such representations and warranties that are qualified as to materiality shall be deemed to be not so qualified by such materiality qualification); or (ii) any breach of any covenant or agreement of the Company in this Agreement for the period such covenant or agreement survives pursuant to Section 7.1.

(b) No claim may be made by a Purchaser Indemnified Party for indemnification pursuant to Section 7.2(a) (other than a claim for indemnification in the circumstances described in Section 8.9), unless and until the aggregate amount of Losses for which the Purchaser Indemnified Parties seek to be indemnified pursuant to Section 7.2(a) exceeds $250,000, at which time such Purchaser Indemnified Party shall be entitled to indemnification for all such Losses (including all Losses included within the $250,000 threshold amount).

(c) The indemnification obligation of the Company pursuant to Section 7.2(a) (other than a claim for indemnification in the circumstances described in Section 8.9) shall be limited to the aggregate amount of the Purchase Price plus the interest payable on the Purchased Debenture to the maturity date of the Purchased Debenture plus any amount paid by the Purchaser to the Company or any of its Affiliates in connection with the exercise of the Purchased Warrant.

Section 7.3 Indemnification by Purchaser.

(a) The Purchaser hereby agrees that, from and after the Closing, the Purchaser shall indemnify, defend and hold harmless the Company Indemnified Parties from and against any and all Losses actually suffered or incurred by any of the Company Indemnified Parties, to the extent arising out of: (a) those representations and warranties of the Purchaser in this Agreement for the period such representations and warranties survive pursuant to Section 7.1 (provided that, for purposes of determining the existence of any such inaccuracy or breach or the amount of any Losses with respect thereto, all such

representations and warranties that are qualified as to materiality shall be deemed to be not so qualified by such materiality qualification); or (b) any breach of any covenant or agreement of the Purchaser in this Agreement for the period such covenant or agreement survives pursuant to Section 7.1.

(b) The indemnification obligation of the Purchaser pursuant to Section 7.3(a) (other than a claim for indemnification in the circumstances described in Section 8.9) shall be limited to the amount of the Purchase Price.

Section 7.4 Direct Claim Indemnification Procedures. The Notice of Loss shall be provided to the Indemnifying Party as soon as practicable after the Indemnified Party becomes aware that it has incurred or suffered a Loss (other than in connection with or related to a Third-Party Claim which shall be governed by the provisions of Section 7.5). Notwithstanding anything to the contrary set forth in the first sentence of this Section 7.4, but subject to Section 7.1(c), any failure to provide the Indemnifying Party with a Notice of Loss, or any failure to provide a Notice of Loss as soon as practicable after the Indemnified Party becomes aware that it has incurred or suffered a Loss (other than in connection with or related to a Third-Party Claim, which shall be governed by the provisions of Section 7.5), shall not relieve any Indemnifying Party from any obligations that it may have to the Indemnified Party under this Section 7.4 except to the extent that the Indemnifying Party is actually prejudiced by the Indemnified Party's failure to give such Notice of Loss. The Indemnifying Party shall have 30 days following the receipt of a Notice of Loss to respond in writing to such Notice of Loss. If the Indemnifying Party fails to respond to a Notice of Loss in writing within 30 days following the receipt thereof, the Indemnifying Party shall be deemed to have rejected the claims made in such Notice of Loss. If the Indemnifying Party affirmatively elects not to dispute a claim described in a Notice of Loss, then the amount of such claim, as set forth in such Notice of Loss, shall be deemed to be an obligation or liability of such Indemnifying Party payable pursuant to Section 7.7. If the Indemnifying Party timely responds in writing disputing any claim in a Notice of Loss, the Indemnifying Party and the Indemnified Party, for 30 days following the Indemnified Party's receipt of the Indemnifying Party's written response, shall use their commercially reasonable efforts to settle (without an obligation to settle) the claims for indemnification set forth in the applicable Notice of Loss. If the Indemnifying Party and the Indemnified Party have not reached a settlement within such 30 days, subject to Section 8.9, the Indemnifying Party and the Indemnified Party shall be entitled to seek enforcement of their respective rights under this Article 7.

Section 7.5 Third-Party Claim Procedures.

(a) In the event that any written claim, demand or other Claim for which an indemnifying party (an "**Indemnifying Party**") may have an obligation or liability to any Indemnified Party under this Article 7 is asserted against or sought to be collected from any Indemnified Party by a third party (a "**Third-Party Claim**"), such Indemnified Party shall promptly notify the Indemnifying Party in writing of such Third-Party Claim with reasonable specificity as to the basis for such claims, the amount or the estimated amount of damages sought thereunder to the extent then ascertainable (which estimate shall not be conclusive of the final amount of such Third-Party Claim), any other remedy sought thereunder, any relevant time constraints relating thereto and, to the extent practicable, any other material details pertaining thereto (a "**Claim Notice**"); provided that the failure of an Indemnified Party to provide such notice in a timely manner shall not affect its rights to indemnification under this Article 7 except to the extent that the Indemnifying Party has been actually prejudiced by such failure. The Indemnifying Party shall have thirty days (or such lesser number of days set forth in the Claim Notice as may be required by court proceedings in the event of a litigated matter) after receipt of the Claim Notice (the "**Claim Notice Period**") to notify the Indemnified Party that it desires to defend the Indemnified Party against such Third-Party Claim.

(b) In the event that the Indemnifying Party notifies the Indemnified Party within the Claim Notice Period that it desires to defend the Indemnified Party against a Third-Party Claim, the Indemnifying

Party shall have the right to defend the Indemnified Party by appropriate proceedings and shall have the sole power to direct and control such defense at its expense (it being understood and agreed to by the Parties that the Indemnifying Party shall not be deemed to have assumed any obligation or liability with respect to such Third-Party Claim in the event the Indemnifying Party notifies the Indemnified Party of its desire to defend the Indemnified Party against a Third-Party Claim or in the event the Indemnifying Party assumes the defense of a Third-Party Claim); provided that (i) any legal counsel selected by the Indemnifying Party shall be reasonably satisfactory to the Indemnified Party and (ii) the Indemnifying Party shall reasonably defend such Third-Party Claim and, to the extent it fails to do so, the Indemnified Party shall have the right, after the provision of written notice to the Indemnifying Party of such failure and the failure of the Indemnifying Party to cure such failure to reasonably defend such Third-Party Claim within thirty days of the receipt of such notice, to elect to assume such defense. Subject to the terms and conditions set forth in the foregoing sentence, (A) once the Indemnifying Party has duly assumed the defense of a Third-Party Claim, the Indemnified Party shall have the right, but not the obligation, at its expense, to participate in any such defense and to employ separate legal counsel of its choosing and (B) the Indemnified Party shall participate in any such defense at its expense unless the Indemnifying Party and the Indemnified Party are both named parties to the Claims and the Indemnified Party shall have reasonably concluded, based on the advice of outside legal counsel, that there are one or more legal defenses available to it that are different from or additional to those available to any Indemnifying Party or that representation of both parties by the same legal counsel would otherwise be inappropriate due to actual or potential differing interests between them, in which event the reasonable and documented fees and expenses of such separate legal counsel shall be paid by the Indemnifying Party. The Indemnifying Party shall not, without the prior written consent of the Indemnified Party, have the right to direct and control the defense of any Third-Party Claim (I) seeking the imposition of a consent order, injunction or decree that would adversely and materially restrict the future activity or conduct of the Indemnified Party or any of its Affiliates or (II) involving alleged criminal liabilities of the Indemnified Party or any of its Affiliates. The Indemnifying Party may not settle or otherwise dispose of any Third-Party Claim without the prior written consent of the Indemnified Party, unless such settlement or other disposition includes only the payment of monetary damages (which are fully paid by the Indemnifying Party in accordance with the terms of this Article 7 (and do not impose any payment requirements on the Indemnified Party)), does not impose any injunctive relief upon the Indemnified Party or any of its Affiliates, does not require any admission or acknowledgment of obligation or liability or fault of or violation of Law by the Indemnified Party and contains an unconditional release of the Indemnified Party in respect of such Third-Party Claim.

(c) If the Indemnifying Party elects not to defend the Indemnified Party against a Third-Party Claim, whether by not giving the Indemnified Party timely notice of its desire to so defend or otherwise, the Indemnified Party shall have the right, but not the obligation, to assume its own defense (it being understood that the Indemnified Party's right to indemnification for a Third-Party Claim shall not be adversely affected by assuming the defense of such Third-Party Claim).

(d) The Indemnified Party and the Indemnifying Party shall cooperate in order to ensure the proper and adequate defense of a Third-Party Claim, including by providing access to each other's relevant business records, other documents and employees and by keeping each other reasonably informed with respect to the status of such Third-Party Claim as either may reasonably request from time to time.

(e) The Indemnified Party and the Indemnifying Party shall use reasonable best efforts to avoid production of confidential information (consistent with applicable Law), and to cause all communications among employees, legal counsel and others representing any party to a Third-Party Claim to be made so as to preserve any applicable privileges and protections (including solicitor-client privilege, solicitor work-product protections and confidentiality protections).

Section 7.6 Characterization of Indemnification Payments. All payments made by an Indemnifying Party to an Indemnified Party in respect of any claim pursuant to this Agreement shall be treated for Canadian federal income Tax purposes as adjustments to the Purchase Price, to the maximum extent permitted by Law. Except to the extent required by applicable Law, the Parties agree not to take any position inconsistent with such treatment on any Tax Return.

Section 7.7 Payments. The Indemnifying Party shall pay all amounts payable pursuant to this Article 7 by wire transfer of immediately available funds to the account or accounts designated by the Indemnified Party receiving such payment promptly following receipt from an Indemnified Party of a bill, together with all accompanying reasonably detailed back-up documentation, for a Loss that is the subject of indemnification hereunder, unless the Indemnifying Party in good faith disputes the Loss, in which event it shall so notify the Indemnified Party. In any event, the Indemnifying Party shall pay to the Indemnified Party, by wire transfer of immediately available funds to the account or accounts designated by the Indemnified Party receiving such payment, the amount of any Loss for which it is liable hereunder no later than 30 days following any Final Determination of such Loss and the Indemnifying Party's obligation or liability therefor.

Section 7.8 Exclusive Remedy. Except in the case of (a) fraud in connection with, arising out of or otherwise related to the express written representations and warranties made by the Company in this Agreement and in any instrument or other document delivered pursuant to this Agreement, or (b) any Intentional Breach of any representation, warranty, covenant or agreement in this Agreement occurring prior to the Closing, if the Closing occurs, the rights and remedies under this Article 7 and those expressly contemplated by Section 8.9 shall be the sole and exclusive rights and remedies and shall be in lieu of any and all other rights and remedies the Parties may have against each other under this Agreement and the transactions contemplated by this Agreement.

ARTICLE 8 – GENERAL PROVISIONS

Section 8.1 Notices. All notices and other communications given or made hereunder by a Party to the other Party shall, unless otherwise specified herein, be in writing and shall be deemed to have been duly given or made on the date of receipt by the recipient thereof if received prior to 5:00 p.m. in the place of receipt and such day is a Business Day (or otherwise on the next succeeding Business Day) if (a) served by personal delivery or by an internationally recognized overnight courier service upon the Party or Parties for whom it is intended, (b) delivered by registered or certified mail, return receipt requested or (c) sent by email; provided that the email transmission is promptly confirmed by telephone or otherwise or clearly evidenced. Such communications must be sent to the respective Parties at the following street addresses or email addresses or at such other street address or email address for a Party as shall be specified for such purpose in a notice given in accordance with this Section 8.1 (it being understood that rejection or other refusal to accept or the inability to deliver because of changed street address or email address of which no notice was given shall be deemed to be receipt of such communication as of the date of such rejection, refusal or inability to deliver):

If to the Company:

Canada House Wellness Group Inc.
1773 Bayly Street
Pickering, Ontario L1W 2Y7
Attention: Chris Churchill-Smith, Chief Executive Officer
Telephone: <redacted – confidential information>
Email: < redacted – confidential information >

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

Caravel Law
342 Queen Street West, Suite 200
Toronto, Ontario M5V 2A2
Attention: Jeffrey D. Klam
Telephone: <redacted – confidential information>
Email: <redacted – confidential information>

If to the Purchaser:

Archerwill Investments Inc.
3 Brookfield Road
Toronto, Ontario M2P 1B1
Attention: Irvine Weitzman
Telephone: <redacted – confidential information>
Email: <redacted – confidential information>

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

Blake, Cassels & Graydon LLP
199 Bay Street, Suite 4000
Toronto, Ontario M5L 1A9
Attention: Jake Gilbert
Telephone: <redacted – confidential information>
Email: <redacted – confidential informa ion>

Section 8.2 Expenses. Whether or not the transactions contemplated by this Agreement are consummated, all costs, fees and expenses incurred in connection with this Agreement and the transactions contemplated by the Transaction Documents, including all costs, fees and expenses of its Representatives, shall be paid by the Party incurring such cost, fee or expense; provided that the Company will be responsible for all third party legal costs, fees and expenses incurred by the Purchaser, including the fees of the Purchaser's legal counsel (plus disbursements and Taxes) incurred in connection with the preparation, negotiation and entering into of the Transaction Documents; provided, further, that if the transactions contemplated by this Agreement are not consummated for any reason other than (i) a breach by the Company of any representation or warranty set forth in Schedule B, (ii) a failure of the Company to fulfill or comply with any covenant of the Company set forth in Article 5, (ii) a failure of the Company to satisfy any condition set forth in Section 4.2, or (iii) the sale of Canada House Clinics Inc., the Company will only be responsible for the fees of the Purchaser's counsel up to a maximum of $100,000 (excluding disbursements and Taxes).

Section 8.3 Severability. The provisions of this Agreement shall be deemed severable and the illegality, invalidity or unenforceability of any provision shall not affect the legality, validity or enforceability of the other provisions of this Agreement. If any provision of this Agreement, or the application of such provision to any Person or any circumstance, is illegal, invalid or unenforceable, (a) a suitable and equitable provision to be negotiated by the Parties, each acting reasonably and in good faith, shall be substituted therefor in order to carry out, so far as may be legal, valid and enforceable, the intent and purpose of such illegal, invalid or unenforceable provision, and (b) the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected by such illegality, invalidity or unenforceability, nor shall such illegality, invalidity or unenforceability affect the

legality, validity or enforceability of such provision, or the application of such provision, in any other jurisdiction.

Section 8.4 Entire Agreement.

(a) This Agreement (including the Exhibits and Schedules), the Company Disclosure Letter and the Transaction Documents constitute the entire agreement among the Parties with respect to the subject matter hereof and thereof and supersede all other prior and contemporaneous agreements, negotiations, understandings, representations and warranties, whether oral or written, with respect to such matters.

(b) In the event of any inconsistency between the statements in the body of this Agreement, on the one hand, and any of the Exhibits and Schedules and the Company Disclosure Letter, on the other hand, the statements in the body of this Agreement shall control.

Section 8.5 No Third-Party Beneficiaries. Except from and after the Closing, the Indemnified Parties pursuant to the provisions of Article 7, the Parties hereby agree that their respective representations, warranties and covenants set forth in this Agreement are solely for the benefit of the other Parties, subject to the terms and conditions of this Agreement, and this Agreement is not intended to, and does not, confer upon any Person (other than the Parties and the Indemnified Parties pursuant to the provisions of Article 7, but only to the extent expressly provided for therein and their respective successors, legal representatives and permitted assigns) any rights or remedies, express or implied, hereunder, including, without limiting the generality of Section 8.4, the right to rely upon the representations and warranties set forth in this Agreement.

Section 8.6 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, legal representatives and permitted assigns. No Party may assign any of its rights or interests or delegate any of its obligations under this Agreement, in whole or in part, by operation of Law or otherwise (including pursuant to the division of a limited liability company), without the prior written consent of the other Parties not seeking to assign any of its rights or interests or delegate any of its obligations and any attempted or purported assignment or delegation in violation of this Section 8.6 shall be null and void.

Section 8.7 Amendment or Other Modification; Waiver.

(a) Subject to the provisions of applicable Law, this Agreement may be amended or otherwise modified only by a written instrument duly executed and delivered by the Parties.

(b) The conditions to each of the respective Parties' obligations to consummate the transactions contemplated by this Agreement are for the sole benefit of such Party and may be waived by such Party in whole or in part to the extent permitted by applicable Law; provided, however, that any such waiver shall only be effective if made in a written instrument duly executed and delivered by the Party against whom the waiver is to be effective. No failure or delay by any Party in exercising any right, power or privilege hereunder or under applicable Law shall operate as a waiver of such rights and, except as otherwise expressly provided herein, no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

Section 8.8 Governing Law and Venue; Submission to Jurisdiction; Selection of Forum; Waiver of Trial by Jury.

(a) This Agreement shall be in all respects governed by and construed and interpreted in accordance with the Laws of the Province of Ontario and the federal Laws of Canada applicable therein,

without regard to the conflicts of laws provisions, rules or principles thereof (or any other jurisdiction) to the extent that such provisions, rules or principles would direct a matter to another jurisdiction.

(b) Subject to Section 7.4, each of the Parties agrees that: (i) it shall bring any Claim in connection with, arising out of or otherwise relating to this Agreement, any instrument or other document delivered pursuant to this Agreement or the transactions contemplated by this Agreement exclusively in the Chosen Court; and (ii) solely in connection with such Claims, it (A) irrevocably and unconditionally submits to the exclusive jurisdiction of the Chosen Court, (B) irrevocably waives any objection to the laying of venue in any such Claim in the Chosen Court, (C) irrevocably waives any objection that the Chosen Court is an inconvenient forum or does not have jurisdiction over any Party, (D) agrees that mailing of process or other papers in connection with any such Claim in the manner provided in Section 8.1 or in such other manner as may be permitted by applicable Law shall be valid and sufficient service thereof and (E) shall not assert as a defense any matter or claim waived by the foregoing clauses (A) through (D) of this Section 8.8(b) or that any Order issued by the Chosen Court may not be enforced in or by the Chosen Court.

(c) Each Party acknowledges and agrees that any controversy which may be connected with, arise out of or otherwise relate to this Agreement, any instrument or other document delivered pursuant to this Agreement or the transactions contemplated by this Agreement is expected to involve complicated and difficult issues, and therefore each Party irrevocably and unconditionally waives to the fullest extent permitted by applicable Law any right it may have to a trial by jury with respect to any Claim, directly or indirectly, connected with, arising out of or otherwise relating to this Agreement, any instrument or other document delivered pursuant to this Agreement or the transactions contemplated by this Agreement. Each Party hereby acknowledges and certifies that (i) no Representative of the other Parties has represented, expressly or otherwise, that such other Parties would not, in the event of any Claim, seek to enforce the foregoing waiver, (ii) it understands and has considered the implications of this waiver, (iii) it makes this waiver voluntarily and (iv) it has been induced to enter into this Agreement and the transactions contemplated by this Agreement by, among other things, the mutual waivers, acknowledgments and certifications set forth in this Section 8.8.

Section 8.9 Injunctive Relief. Each of the Parties acknowledges and agrees that the rights of each Party to consummate the transactions contemplated by this Agreement are special, unique and of extraordinary character and that if for any reason any of the provisions of this Agreement are not performed in accordance with their specific terms or are otherwise breached, immediate and irreparable harm or damage would be caused for which money damages would not be an adequate remedy. Accordingly, each Party agrees that, subject to Section 7.8, in addition to any other available remedies a Party may have in equity or at law, each Party shall be entitled to enforce specifically the terms and provisions of this Agreement and to obtain an injunction restraining any breach or violation or threatened breach or violation of the provisions of this Agreement, consistent with the provisions of Section 8.8(b), in the Chosen Court without necessity of posting a bond or other form of security. Subject to Section 7.8, in the event that any Claim should be brought in equity to enforce the provisions of this Agreement, no Party shall allege, and each Party hereby waives the defense, that there is an adequate remedy at law.

Section 8.10 Further Assurances. Each of the Parties shall promptly do, make, execute, deliver, or cause to be done, made, executed or delivered, all such further acts, documents and things as may reasonably be required to carry out the provisions of this Agreement and to give effect to the transactions contemplated by this Agreement.

Section 8.11 Publicity. The Purchaser and the Company shall agree on the text of press releases by which the Company will announce (a) the execution of this Agreement and (b) the completion of the transactions contemplated herein. A Party must not issue any press release or make any other public statement, communications or disclosure with respect to this Agreement or the transactions contemplated

herein without the consent of the other Party (which consent shall not be unreasonably withheld, conditioned or delayed), and neither Party shall make any filing with any Governmental Authority with respect to this Agreement or the transactions contemplated herein without the consent of the other Party (which consent shall not be unreasonably withheld, conditioned or delayed). Provided, however, that any Party that is required to make disclosure by Laws or the rules or policies of the Exchange shall give the other Party prompt prior written notice or oral and then written notice and a reasonable opportunity to review or comment on the disclosure, communication or filing. At all times in connection with the obligations set out in this Section 8.11, the Company and the Purchaser shall consult with each other, provide each other with reasonable opportunity for review and give due consideration to reasonable comment by each other.

Section 8.12 Counterparts. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by electronic transmission, including in portable document format (.pdf), shall be deemed as effective as delivery of an original executed counterpart of this Agreement.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed and delivered as of the date first written above.

CANADA HOUSE CANNABIS GROUP INC. (d/b/a CANADA HOUSE WELLNESS GROUP)

By: *(signed) Chris Churchill-Smith*
Name: Chris Churchill-Smith
Title: Chief Executive Officer

ARCHERWILL INVESTMENTS INC.

By: *(signed) Irvine Weitzman*
Name: Irvine Weitzman
Title: President

SCHEDULE A

REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

The Purchaser makes the following representations and warranties to the Company and acknowledges and agrees that the Company is relying upon such representations and warranties in connection with the execution, delivery and performance of this Agreement:

1.1 Incorporation. The Purchaser is a corporation validly existing and in good standing under the laws of its jurisdiction of incorporation and has all necessary corporate power, authority and capacity to own or lease its property and to carry on its business as presently conducted.

1.2 Due Authorization and Enforceability of Obligations.

(a) The Purchaser has all necessary corporate power, authority and capacity and has taken all corporate actions necessary in order to execute, deliver and perform under this Agreement and each of the Transaction Documents to which it is or will be a party and to consummate the transactions contemplated hereby and thereby.

(b) This Agreement has been duly executed and delivered by the Purchaser and, assuming due execution by the Company, constitutes a valid and binding obligation of the Purchaser, enforceable against it in accordance with its terms, subject to the Bankruptcy and Equity Exception.

(c) Each of the Transaction Documents has been or will be duly executed and delivered by the Purchaser and, assuming the due execution by the Company constitutes or will constitute, as applicable, a valid and binding agreement of the Purchaser, enforceable against it in accordance with their terms, subject to the Bankruptcy and Equity Exception.

1.3 No Conflict. Except as would not, individually or in the aggregate, have a Material Adverse Effect, none of the execution, delivery and performance by the Purchaser of this Agreement and each of the Transaction Documents:

(a) results in a material breach or a material violation of, or materially conflict with, any Law applicable to the Purchaser; or

(b) constitutes or results in a breach or violation of or a contravention or conflict with the Organizational Documents of the Purchaser.

1.4 Accredited Investor Status. The Purchaser is a Canadian resident and an "accredited investor" (within the meaning of Section 1.1 of *National Instrument 45-106 Prospectus Exemptions* or Section 73.3(1) of the *Securities Act* (Ontario), as applicable). The Purchaser was not created, or is being used, solely to purchase or hold the Purchased Securities or Underlying Shares.

1.5 Current Share Ownership. The Purchaser, including any entity acting Jointly/In Concert with the Purchaser, is the beneficial holder, or controls or directs, the voting rights of 3,122,000 Common Shares and is the beneficial owner, or controls or directs, 4,973,625 securities of the Company convertible into or exercisable for Common Shares.

SCHEDULE B

REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company makes the following representations and warranties to the Purchaser, and acknowledges and agrees that the Purchaser is relying upon such representations and warranties in connection with the execution, delivery and performance of this Agreement:

1.1 Incorporation, Corporate Power and Registration.

(a) Each of the Company and its Subsidiaries is a corporation validly existing and in good standing under the laws of its jurisdiction of incorporation and has all necessary corporate power, authority and capacity to own or lease its property and to carry on its business as presently conducted.

(b) Neither the nature of the Company Entities' business nor the location or character of the assets owned or leased by the Company Entities requires any Company Entity to be registered, licensed or otherwise qualified as an extra-provincial or foreign corporation in any jurisdiction other than in jurisdictions where it is duly registered, licensed or otherwise qualified for such purpose and other than jurisdictions where the failure to be so registered, licensed or qualified would not, individually or in the aggregate, reasonably be expected to be material to the Company Entities, taken as a whole.

(c) The Company has made available to the Purchaser correct and complete copies of each of the Company and its Subsidiaries' Organizational Documents that are in full force and effect as of the date of this Agreement.

1.2 Qualification. Each Company Entity is qualified, licensed or registered to carry on business in the jurisdictions set out in Section 1.2 of the Company Disclosure Letter. The jurisdictions set out in Section 1.2 of the Company Disclosure Letter include all jurisdictions in which (a) the nature of the Company Entities' business makes such qualification necessary, (b) the Company Entity owns or leases any material property or assets which form part of the Company Entity's business, and (c) the Company Entity conducts the Company Entity's business, in each case except as would not, individually or in the aggregate, reasonably be expected to be material to the Company Entities, taken as a whole.

1.3 Due Authorization and Enforceability of Obligations.

(a) The Company has all necessary corporate power, authority and capacity and has taken all corporate actions necessary in order to execute, deliver and perform its obligations under this Agreement and each of the Transaction Documents to which it is or will be a party and to consummate the transactions contemplated hereby and thereby, as applicable, effective as of the Closing.

(b) Each of the Company's Subsidiaries has all requisite corporate power, authority and capacity and has taken all corporate actions necessary in order to execute, deliver and perform its obligations under the Security Documents to which it is or will be a party and to consummate the transactions contemplated thereby.

(c) This Agreement has been duly executed and delivered by the Company and, assuming due execution by the Purchaser, constitutes a valid and binding obligation of the Company enforceable against it in accordance with its terms, subject to the Bankruptcy and Equity Exception.

(d) Each of the Transaction Documents has been or will be duly executed and delivered by the Company and each of its Subsidiaries that is or will be a party thereto and, assuming the due execution by

Purchaser, constitutes or will constitute, as applicable, a valid and binding agreement of the Company and of each such Subsidiary thereof, enforceable against each of them in accordance with their terms, subject to the Bankruptcy and Equity Exception.

1.4 No Conflict with Authorizations, Laws etc. The execution, delivery and performance by the Company Entities of this Agreement and each of the Transaction Documents to which it is a party and the transactions hereby and thereby (including the conversion or exercise of the Purchased Securities into Common Shares) do not (or would not with the giving of notice, the passage of time or the happening of any other event or circumstance):

(a) result in a breach or a violation of, conflict with, or cause the termination or revocation of, any Authorization held by the Company or necessary to the ownership of the assets owned by the Company Entities or the operation of the Company Business;

(b) result in a breach or violation of, or conflict with or require the creation of any Lien upon any of the assets owned by the Company Entities;

(c) result in a breach or a violation of, or conflict with, any judgement, order or decree of any Governmental Authority;

(d) result in a breach or a violation of, or conflict with, any Law applicable to the Company Entities, except as would not individually or in the aggregate, reasonably be expected to be material to the Company; or

(e) constitute or result in a breach or violation of or a contravention or conflict with the Organizational Documents of Company or any of its Subsidiaries.

1.5 No Conflict with Material Contracts. The execution, delivery and performance by the Company of this Agreement, including the application of the use of proceeds set forth in Section 2.4, and each of the Transaction Documents to which it is a party and the transactions contemplated hereby and thereby (including the conversion or exercise of the Purchased Securities into Common Shares), do not (or would not with the giving of notice, the passage of time or the happening of any other event or circumstance):

(a) result in a breach or a violation of, or conflict with, any Material Contract; or

(b) result in or give any Person the right to cause (i) the termination, cancellation, amendment or renegotiation of any Material Contract, or (ii) except as set forth in Section 1.5 of the Company Disclosure Letter, the acceleration or other material modification of any debt or other obligation of the Company.

1.6 Financial Statements. The Financial Statements have been prepared in accordance with IFRS consistently applied throughout the periods referred to therein and present fairly in all material respects:

(a) the financial position of the Company Entities on a consolidated basis as at such dates; and

(b) the results of operation and changes in financial position of the Company Entities on a consolidated basis for the periods then ended.

1.7 No Undisclosed Liabilities. Except for obligations and liabilities (i) reflected or reserved against in the Company's most recent consolidated statement of financial position set forth in the Disclosure Record prior to the date of this Agreement, (ii) incurred in the Ordinary Course of Business since the date of such consolidated statement of financial position (none of which is a debt or liability for breach of contract, breach of warranty, tort, infringement, dilution, misappropriation, dilution, violation of Law or arising out of a Claim or lawsuit, or COVID-19), (iii) under the IsoCanMed Promissory Notes, or (iv) incurred in connection with actions taken pursuant to the terms of this Agreement, there are no obligations or liabilities of the Company or any of its Subsidiaries, whether or not accrued, contingent or otherwise and whether or not required to be disclosed or any other facts or circumstances that would reasonably be expected to result in any claims against, or obligations or liabilities of, the Company or any of its Subsidiaries that is required by IFRS to be set forth in a consolidated statement of financial position of the Company, except as would not, individually or in the aggregate, reasonably be expected to be material to the Company Entities, taken as a whole.

1.8 Conduct of Company's Business in Ordinary Course of Business. Except as set out in Section 1.8 of the Company Disclosure Letter, since the Reference Date, the Company Entities' business has been carried on in the Ordinary Course of Business. Without limiting the generality of the foregoing, the Company Entities have not, except as would not, individually or in the aggregate, reasonably be expected to be material to the Company Entities, taken as a whole:

(a) sold, transferred or otherwise disposed of any assets other than Inventory sold in the Ordinary Course of Business;

(b) granted or suffered any Lien upon any assets other than Permitted Encumbrances and unsecured current obligations and liabilities incurred in the Ordinary Course of Business;

(c) made any capital expenditures of more than $100,000;

(d) cancelled any debts or claims owed to it or amended, terminated or waived any rights of value to a Company Entity;

(e) made any bonus or other extraordinary payment to an Employee, officer, director, former director or related party other than regular amounts payable to each such Person by way of salary or other remuneration or for the reimbursement of expenses incurred in the Ordinary Course of Business;

(f) suffered any extraordinary loss, damage or destruction in respect of any of its assets, whether or not covered by insurance;

(g) terminated or suffered the termination of, any Material Contract other than due to its expiration in accordance with its terms and not as a result of the potential completion of the transactions contemplated by this Agreement;

(h) written down the value of any assets owned or used by a Company Entity, including Inventory and Capital Lease assets, except on account of normal depreciation and amortization;

(i) written off as uncollectible any material amount of Accounts Receivable or any material part thereof;

(j) suffered any material shortage or any cessation or material interruption of Inventory shipments, supplies or ordinary services;

(k) made any forward commitments either in excess of the requirements for normal operating purposes or at prices higher than the current market prices;

(l) compromised or settled any litigation or governmental action relating to assets owned or used by a Company Entity;

(m) cancelled or reduced any insurance coverage on its business, property and assets;

(n) permitted any of its facilities to be shut down for any period of time in excess of 72 hours;

(o) made any change in any method of accounting or auditing practice except in each case as required by IFRS;

(p) made any change in the method of billing or the credit terms made available to its customers; or

(q) authorized, agreed or otherwise committed, whether or not in writing, to do any of the foregoing.

1.9 Capitalization.

(a) The authorized capital of the Company consists of an unlimited number of Common Shares. As at the date hereof, there are 686,653,630 Common Shares issued and outstanding. In addition, as at the date hereof, there are issued and outstanding (i)(A) options to purchase, in the aggregate, Common Shares and (B) warrants exercisable for, in the aggregate, 199,383,636 Common Shares (the "**Existing Warrants**"); and (ii) $3,988,000 aggregate principal amount of convertible debentures (the "**Outstanding Debentures**") convertible into, in the aggregate, 38,150,000 Common Shares; and no Common Shares are reserved for issuance other than (A) 36,450,000 Common Shares reserved for issuance pursuant to the Stock Option Plan, (B) 199,383,636 Common Shares reserved for issuance upon the exercise of the Existing Warrants, and (C) 38,150,000 Common Shares reserved for issuance pursuant to the conversion of the Outstanding Debentures, which number of Common Shares may be adjusted pursuant to the terms and conditions of the Stock Option Plan, Existing Warrants or Outstanding Debentures, as the case may be. Since the Reference Date, and as of the date of this Agreement, no Common Shares have been repurchased or redeemed.

(b) Other than the Lind Partners Loan and the Outstanding Debentures, neither the Company nor any of its Subsidiaries have outstanding any bonds, debentures, notes or other obligations the holders of which have the right to vote (or convertible or exercisable for securities having the right to vote) with the shareholders of the Company on any matter or with the equity holders of any of the Company's Subsidiaries on any matters, respectively.

(c) All of the issued and outstanding shares in the capital or other securities of each Subsidiary are owned, directly or indirectly, by the Company.

(d) All of the outstanding shares or other securities of the Company (including, for the avoidance of doubt, the Common Shares), have been duly authorized and are validly issued, fully paid and non-assessable and free and clear of any Encumbrance.

(e) Except as set forth under this Section 1.9, no other Common Shares are issued and outstanding as at such date and there are no existing Equity Interests in, the Company or any of its Subsidiaries obligating the Company or such Subsidiary to issue, transfer, register or sell or cause to be

issued, transferred, registered or sold any shares in the capital of, or voting debt securities of, or other Equity Interest in, the Company or such Subsidiary or securities convertible into or exchangeable for such shares or Equity Interests or other securities.

1.10 Underlying Shares. The Underlying Shares have been duly authorized and, when issued upon conversion of the Purchased Debenture, in accordance with the provisions of the Purchased Debenture Certificate, or exercise of the Purchased Warrant, in accordance with the provisions of the Purchased Warrant Certificate, will be validly issued, fully paid and non-assessable and free and clear of any Encumbrances.

1.11 Litigation. Except as set out in Section 1.11 of the Company Disclosure Letter there are no Claims, current or pending, or, to the Knowledge of the Company, threatened against the Company Entities' or their businesses or assets, including the Owned Property, the Leased Properties, or Company IP, or in respect of any employment matters.

1.12 Title to Assets. Each Company Entity has good and marketable title to, and legal and beneficial ownership of, all the material assets used by it in carrying on its business free and clear of all Liens, except for Permitted Encumbrances.

1.13 No Options, etc. No Person has any written or oral agreement, option, understanding or commitment, or any right or privilege (whether by law, contractual or otherwise) capable of becoming such for the purchase or other acquisition from the Company Entities of any of the property and assets of the Company Entities other than pursuant to purchase orders for Inventory sold in the Ordinary Course of Business.

1.14 Condition of Assets. Except as would not, individually or in the aggregate, reasonably be expected to be material to the Company Entities, taken as a whole, the buildings, structures, fixtures, vehicles, equipment and other tangible personal property of the Company Entities are structurally sound, in good operating condition and repair having regard to their use and age and are adequate and suitable for the uses to which they are being put, and none of such buildings, structures, fixtures, vehicles, equipment or other property are in need of maintenance or repairs except for ordinary routine maintenance and repairs that are not material in nature or cost.

1.15 Collectability of Accounts Receivable. The Company Entities' Accounts Receivable are good and collectible at the aggregate recorded amounts, except to the extent of any reserves and allowances for doubtful accounts provided for such Accounts Receivable in the Books and Records, copies of which have been provided to Purchaser, and are not subject to any defence, counterclaim or set off.

1.16 Compliance with Law

(a) Each Company Entity:

(i) is conducting, and has conducted since May 1, 2018, its business in compliance with all applicable Laws, in all material respects, including the Cannabis Act, any and all Laws prescribed by and in respect of the Cannabis Act and its regulations and all other Laws relating to Cannabis which are applicable to the Company Entities' business;

(ii) has not received, since the Reference Date, any correspondence or notice from Health Canada or any other Governmental Authority alleging or asserting any material noncompliance with applicable Laws, including the Cannabis Act, any and all Laws prescribed by and in respect of the Cannabis Act and its regulations and all other Laws relating to Cannabis which

are applicable to its business, or any Authorization, nor, prior to the Reference Date, has Health Canada or any other Governmental Authority alleged or asserted any such issue that has not been resolved to the written satisfaction of Health Canada or such other Governmental Authority, as of Closing; and

(iii) has, or has had on its behalf, since the Reference Date, filed, declared, obtained, maintained or submitted all reports, documents, forms, notices, applications, records, Claims, submissions and supplements or amendments as required by any applicable Laws or Authorizations and to keep its Authorizations in good standing and that all such reports, documents, forms, notices, applications, records, Claims, submissions and supplements or amendments were complete and correct in all material respects on the date filed (or were corrected or supplemented by a subsequent submission).

(b) Except as would not, individually or in the aggregate, reasonably be expected to be material to the Company Entities, taken as a whole, currently and since May 1, 2018, all Cannabis products sold or stored by the Company Entities:

(i) meet the applicable specifications for the product;

(ii) are fit for the purpose for which they are intended by the Company Entities, and of merchantable quality;

(iii) are cultivated, processed, packaged, labelled, imported, tested, stored, transported and delivered in accordance in all material respects with the Company Entities' Authorizations and all applicable Laws;

(iv) are not adulterated, tainted or contaminated and do not contain any substance not permitted by applicable Laws;

(v) to the Knowledge of the Company, are marketed and promoted in material compliance with applicable Laws, in each case;

(vi) are cultivated, processed, packaged, labelled, imported, tested, stored and transported in facilities authorized by the Company Entities' Authorizations in accordance in all material respects with the terms of such Authorization; and

(vii) are not the object of any claims pursuant to any product warranty or with respect to the production, distribution or sale of defective or inferior products or with respect to any warnings or instructions concerning such products.

1.17 Governmental Authorizations. The Company Entities own, possess or lawfully use all material Authorizations which are necessary to conduct their business or for the ownership and use of their assets (including the Leased Properties). All such Authorizations are set out in Section 1.17 of the Company Disclosure Letter (the "**Material Authorizations**"). Each Material Authorization is valid, subsisting and in good standing. The Company is not in default or breach of any Material Authorization in any material respect and no proceedings are pending or, to the Knowledge of the Company, threatened to revoke or limit any Material Authorization. Neither the Company nor any of its Subsidiaries has received any written notice or, to the Knowledge of the Company, any other communication from a Governmental Authority asserting any non-compliance with any such Material Authorizations by the Company or any of its Subsidiaries that

has not been cured as of the date of this Agreement, in each case, except as would not, individually or in the aggregate, reasonably be expected to be material to the Company Entities, taken as a whole.

1.18 Required Authorizations. There is no requirement for any Company Entity to make any filing with, give any notice to, or obtain any Authorization of, any Governmental Authority in connection with or as a condition to the consummation of the transactions contemplated under this Agreement or any of the Transaction Documents. Additionally, to the Knowledge of the Company, there will be no requirement for any Company Entity to make any filing with, give any notice to, or obtain any Authorization of, any Governmental Authority to allow for the conversion or exercise of the Purchased Securities into Common Shares of the Company, again, except for the filings, notifications and Authorizations set out in Section 1.18 of the Company Disclosure Letter.

1.19 Third Party Consents. There is no requirement for any Company Entity to make any filing with, give any notice to, or obtain any consent of, any Person who is a party to a Material Contract binding on or affecting the Company Entities in connection with or as a condition to the lawful completion of, the transactions contemplated by this Agreement or any of the Transaction Documents, except for the filings, notifications and consents set out in Section 1.19 of the Company Disclosure Letter.

1.20 Material Contracts.

(a) Except for the Contracts set out in Section 1.20 of the Company Disclosure Letter, the Leases, the Employee Contracts, the Employee Plans and the Company IP (collectively, the "**Material Contracts**"), no Company Entity is a party to or bound by any Contract material to its business or the ownership of its assets including:

(i) any distributor, sales or advertising Contract;

(ii) any Contract for the purchase or sale of materials, supplies, equipment or services (i) involving in the case of any such Contract, the payment by a Company Entity of more than $25,000 in aggregate in any 12-month period or (ii) which contains minimum purchase commitments or requirements or other terms that restrict or limit the purchasing or selling ability of a Company Entity;

(iii) any Contract that expires, or may be renewed at the option of any Person other than a Company Entity so as to expire, more than one year after the date hereof;

(iv) any Contract for capital expenditures in excess of $25,000 in the aggregate;

(v) any confidentiality, secrecy or non-disclosure Contract or any Contract limiting the freedom of a Company Entity to engage in any line of business, compete with any Person, solicit any Person, operate its assets at maximum production capacity or otherwise restricting its ability to carry on its business;

(vi) any Contract pursuant to which a Company Entity is a lessor or lessee of any machinery, equipment, motor vehicles, office furniture, fixtures or other personal property;

(vii) any Contract with any Affiliate of a Company Entity or any other Person with whom a Company Entity does not deal at arm's length within the meaning of the Tax Act;

(viii) any Contract relating to grants or other forms of assistance received by a Company Entity from any Governmental Authority;

(ix) any Contract for indebtedness of a Company Entity in excess of $25,000 in the aggregate;

(x) any Contract made outside of the Ordinary Course of Business; or

(xi) any Contract subject to any type of royalty, finders fee or commission.

(b) True, correct and complete copies of all Material Contracts have been provided to Purchaser.

(c) Except for expirations in the Ordinary Course of Business and in accordance with the terms of such Material Contract, each Material Contract is valid and binding on the Company and/or one or more of its Subsidiaries, as the case may be, and, to the Knowledge of the Company, each other party thereto, and is in full force and effect, except as would not, individually or in the aggregate, reasonably be expected to be material to the Company Entities, taken as a whole.

1.21 No Breach of Material Contracts. Each of the Company Entities has performed in all material respects all of the obligations required to be performed by it pursuant to, and is not alleged to be in default or breach of, any Material Contract. Each of the Material Contracts is in full force and effect, unamended, to the Knowledge of the Company, no party is in material breach of any of its covenants thereunder and there exists no default or event of default or event, occurrence, condition or act which, with the giving of notice, the lapse of time or the happening of any other event or circumstance, would reasonably be expected to become a material breach of, or a default or event of default under, any Material Contract.

1.22 No Amendments to Material Contracts. Except as set forth on Section 1.22 of the Company Disclosure Letter, there have been no amendments, and no amendments contemplated or under discussion with any counterparty, with respect to any Material Contract, including in connection with COVID-19. No counterparty to any Material Contract has delivered notice to the Company or any of its Subsidiaries, and neither the Company nor any of its Subsidiaries has received any notice, contact, or communication from any such counterparty, requesting an amendment to such Material Contract or regarding such party's inability to perform any portion of such Material Contract, including as a result of COVID-19, force majeure or otherwise. Neither the Company nor any of its Subsidiaries has delivered notice to or contacted any counterparty to any Material Contract requesting an amendment to such Material Contract or regarding the inability of the Company or any of its Subsidiaries to perform any portion of such Material Contract, including as a result of COVID-19, force majeure or otherwise.

1.23 Related Party Transactions. Except as set out in Section 1.21 of the Company Disclosure Letter, all Contracts, binding upon or affecting the Company Entities have been entered into on an arm's length basis (within the meaning of the Tax Act) and any amounts due and payable by a Company Entity to any Affiliate of a Company Entity in relation to such Contracts are recorded on the Books and Records at their fair market value.

1.24 Insurance. The Company Entities maintain such policies of insurance as are appropriate to their business and assets, in such amounts and against such risks as are customarily carried and insured against by owners of comparable businesses, properties and assets. Section 1.24 of the Company Disclosure Letter is a list of insurance policies which are maintained by or on behalf of a Company Entity setting out, in respect of each policy, a description of the type of policy, the name of insurer, the coverage, the expiration date, the annual premium and any pending claims. No Company Entity is in default in any material respect with respect to any of the provisions contained in the insurance policies. True, correct and complete copies of all insurance policies held by or on behalf of a Company Entity and the most recent inspection reports received from insurance underwriters have been delivered to Purchaser.

1.25 Books and Records. All accounting and financial Books and Records have been fully, properly and accurately kept and are complete in all material respects.

1.26 Intellectual Property.

(a) Section 1.26(a) of the Company Disclosure Letter sets out a true, correct and complete list, and, where appropriate, a description of (i) all of the registered Intellectual Property owned or used by a Company Entity in connection with a Company Entity's business (collectively, the "**Company IP**") and (ii) all licenses or similar agreements or arrangements to which any Company Entity is a party, either as licensee or licensor, with respect to Intellectual Property necessary for the carrying on of a Company Entity's business as presently conducted.

(b) One of the Company Entities is the exclusive owner of all right, title and interest in and to, or possesses the exclusive right to use the Company IP, free and clear of all Liens other than Permitted Encumbrances. Other than as disclosed in Section 1.26(b) of the Company Disclosure Letter, the Company Entities have not assigned, licensed or otherwise conveyed any of the Company IP.

(c) The Company Entities have maintained or caused to be maintained the rights to any of the registered Company IP in full force and effect and, without limiting the generality of the foregoing, have renewed or have made application for renewal of any registered Company IP owned by a Company Entity and subject to expiration on or prior to the Closing Date.

(d) The Company IP has not been used, not used, enforced or not enforced in a manner that would reasonably be expected to result in the abandonment, cancellation or unenforceability of any of the Company IP. In the past five years, no Company Entity has received written notice of any alleged infringement or misappropriation from any Person with respect to the Company IP. During such period, no Company Entity has infringed and is not currently infringing on the Intellectual Property of any other Person in any material respect.

(e) The Company Entities have the full right and authority to use the Company IP in connection with the conduct of their business in the manner presently conducted, and such use or continuing use does not infringe upon or violate any rights of any other Person. The Company IP is sufficient to conduct the Company Entities' business as presently conducted. All licenses to which a Company Entity is a party relating to Company IP are in good standing, binding and enforceable in accordance with their respective terms and no default exists on the part of a Company Entity thereunder.

(f) To the Knowledge of the Company, no Person is infringing, or is threatening to infringe, upon or otherwise violate any of the Company IP.

(g) No current or former officer, employee or independent contractor of a Company Entity owns or has claimed an ownership interest in any of the Company IP, nor has any right to a royalty or other consideration as a result of its marketing, licensing or assignment.

(h) Each Company Entity has used commercially reasonably efforts (including measures to protect secrecy and confidentiality, where appropriate) to protect Company IP and confidential information relating thereto. To the Knowledge of the Company, there has not been any material unauthorized disclosure of Intellectual Property such as to prevent the Company Entities from obtaining or enforcing any right that it could otherwise have obtained or enforced with respect to such Intellectual Property.

1.27 Information Technology.

(a) Except as set out in Section 1.27 of the Company Disclosure Letter, the Information Technology owned, licensed, used or held for use in connection with the Company Entities' businesses is sufficient for the conduct of the Company Entities' businesses in the Ordinary Course of Business after Closing. The Company Entities use reasonable means, consistent with industry practice, to protect the security and integrity of all such Information Technology.

(b) In the past three years, no notice of a defect or default has been sent or received by a Company Entity in respect of any license or lease under which the Company Entities receive Information Technology.

1.28 Owned Property. Except as set out in Section 1.28 of the Company Disclosure Letter, the Company Entities are the absolute registered and beneficial owner of, and have good and marketable title to, the Owned Property free and clear of all Liens other than Permitted Encumbrances. The Company Entities are not the owner of, or party to any agreement, option or right to own, any real property or any interest in any real property used in connection with the Company Entities' business, other than the Owned Property. To the Knowledge of the Company, the Owned Property and the buildings, improvements and fixtures (including fences, if any) on the Owned Property (collectively, the "**Structures**") were constructed in accordance with all applicable Laws. The Company Entities have adequate rights of ingress and egress to, from and over the Owned Property for the operation of the Company Entities' businesses in the Ordinary Course of Business. To the Knowledge of the Company, the Owned Property and all Structures thereupon are free from structural or material defects (latent or otherwise). Neither the Owned Property nor any Structures, nor their use, operation or maintenance for the purpose of carrying on the Company Entities' business, violate any restrictive covenant applicable thereto. Neither the Owned Property nor any buildings thereon encroach on any property owned by any other Person or infringe on rights of way, easements, or similar Liens in any material respect. Neither the Owned Property nor any buildings thereon are subject to claims by adjoining landowners or otherwise, nor are there any claims by a Company Entity against any adjoining landowners in respect of any encroachment onto any of the Owned Property. No condemnation, rezoning, dedication or expropriation proceeding is pending or, to the Knowledge of the Company, threatened against any of the Owned Property or the Structures, and to the Knowledge of the Company, there is no plan, study, notice of intent or pending by-law which, if implemented, would materially and adversely affect the ability of the Company Entities to carry on their business in the Ordinary Course of Business.

1.29 Leases and Leased Property.

(a) No Company Entity is a party to, or under any agreement to become a party to, any real property lease other than the Leases, true, correct and complete copies of which have been provided to Purchaser. Each Lease is in good standing, creates a good and valid leasehold estate in favour of the Company Entities in the Leased Properties thereby demised and is in full force and effect without amendment, except as set out in Section 1.29(a) of the Company Disclosure Letter. With respect to each Lease pursuant to which a Company Entity is tenant (i) all base rents and additional rents have been paid, (ii) no waiver, indulgence or postponement of the applicable Company Entity's obligations has been granted by the lessor, (iii) there exists no event of default or event, occurrence, condition or act which, with the giving of notice, the passage of time or the happening of any other event or circumstance, would become a default under the Lease or give rise to a right of amendment, cancellation or termination of the Lease or restrict the ability of the Company Entities to exercise any of its rights as lessee thereunder, including any rights of renewal or first rights of refusal contained therein and (iv) to the Knowledge of the Company, all of the covenants to be performed by any party (other than the Company Entities) under the Lease have been fully performed in all material respects. Section 1.29(a) of the Company Disclosure Letter contains a list of

all of the Leases setting out, in respect of each Lease, the identity of the lessor and the lessee, a description of the leased premises (by municipal address and proper legal description), the term of the Lease, the rental payments under the Lease (specifying any breakdown of base rent and additional rents), any rights of renewal and the term thereof, and any restrictions on assignment.

(b) The Company Entities have adequate rights of ingress and egress to, from and over the Leased Properties for the operation of their business in the Ordinary Course of Business. To the Knowledge of the Company, there is no plan, study, notice of intent or pending by-law which, if implemented, would materially and adversely affect the ability of the Company Entities to carry on their business in the Ordinary Course of Business.

1.30 Customers and Suppliers. Section 1.30 of the Company Disclosure Letter sets out a true, correct and complete list of the ten largest customers and ten largest suppliers of the Company Entities by dollar amount for the 12-month period ending April 30, 2020. Such list includes the approximate value of the sales and purchases for each such customer and supplier during that time. To the Knowledge of the Company, no such supplier or customer or group of customers has any intention to change its relationship or the terms upon which it conducts business with the Company Entities consummation of the transactions contemplated under this Agreement.

1.31 Environmental Matters.

(a) In the past five years, no Company Entity has received any Environmental Notice with respect to a matter relating to a Company Entity's business, material assets used by it in carrying on its business or any other property or assets used by a Company Entity in carrying on a Company Entity's business which has not been remedied, corrected or cured;

(b) no Environmental Authorization will become void or voidable as a result of the completion of the transactions contemplated by this Agreement nor is any consent or Authorization required in connection with the transactions contemplated by this Agreement in order to maintain any Environmental Authorization in full force and effect;

(c) no order, direction or notice or other mandatory communication from a Governmental Authority has been issued in respect of a Company Entity's business, the Owned Property, the material assets used by it in carrying on its business or any other property or assets used by a Company Entity in carrying on the Company Entities' businesses (including the Leased Properties) which has not been complied with nor has any Company Entity, in the past five years, been charged with or convicted of an offence for non-compliance with any applicable Environmental Laws;

(d) no Company Entity is in default in any material respect in filing any report or information with any Governmental Authority in respect of the material assets used by it in carrying on its business, the Owned Property, the Leased Properties or the Company Entities' businesses as required pursuant to any applicable Environmental Laws;

(e) no Company Entity has caused or permitted any Environmental Release and to the Knowledge of the Company, there is no Environmental Release nor, except in compliance with Environmental Laws, any presence of, any Environmentally Hazardous Substance at, on, from or under the Owned Property or the Leased Properties; and

(f) no unbudgeted works or additional expenditure is required or planned in relation to a Company Entity's business, material assets used by the Company Entities in carrying on their businesses, the Owned Property or any other property or assets used by a Company Entity in carrying on the Company

Entities' businesses (including the Leased Properties) to ensure compliance with applicable Environmental Laws or Environmental Authorizations.

1.32 Employee Matters.

(a) No Company Entity is a party to, subject to, or affected by any certification order or any collective agreement.

(b) Section 1.32 of the Company Disclosure Letter includes a complete list of all Employees engaged in the Company Entities' businesses. The list includes, to the extent applicable, each Person's:

(i) position or title with the Company Entities;

(ii) material terms and conditions of employment (including any specific severance arrangements);

(iii) current wages, salaries or hourly rate of pay and bonus (whether monetary or otherwise) paid since the beginning of the most recently completed financial year or payable in the current financial year of the Company Entity to such Person;

(iv) the date upon which the wage, salary, rate or bonus in Section 1.32(b)(iii) became effective;

(v) the date upon which such Person was first hired or engaged;

(vi) the Employee Plans in which the Person participates; and

(vii) accrued vacation, if any.

(c) To the Knowledge of the Company, there are no ongoing union certification drives. There are no pending proceedings for certifying a union for a Company Entity and no Company Entity is unionized and does not have an employee association.

(d) No complaint, grievance, claim, proceeding, civil action, work order or investigation has been filed, made or commenced against a Company Entity in respect of, concerning or affecting any of the Employees.

(e) Each Company Entity has observed and complied, in all material respects, with the provisions of all applicable Laws respecting employment, including employment standards Laws as well as Laws relating to human rights, occupational health and safety, workplace safety and insurance, labour relations and pay equity.

(f) There are no outstanding decisions or settlements or pending settlements under any applicable employment Laws which place any obligation upon the Company Entities to do or refrain from doing any act or which place a financial obligation upon a Company Entity.

(g) In the past three years, no Company Entity has received any written remedial order, notice of offence or conviction under occupational health and safety, pay equity or employment standards Laws.

(h) The Company Entities have developed and implemented all necessary employee policies, which implementation includes employee training with respect to harassment, occupational health and safety and accessibility for people with disabilities requirements.

(i) There is no labour strike, picketing, slow down, work stoppage or lock out, existing, pending, or to Knowledge of the Company Entities, threatened against or directly or indirectly affecting a Company Entity's business, a Company Entity or any of their respective operations. No Company Entity has, in the past three years, experienced any labour strike, picketing, slowdown, work stoppage, lock out or other collective labour action by or with respect to its Employees. There are no charges or complaints pending, or to the Knowledge of the Company, threatened with respect to or relating to a Company Entity before any Governmental Authority in relation to unlawful employment practices. No Company Entity has received any written notice from any such Governmental Authority responsible for the enforcement of labour or employment Laws of an intention to conduct an investigation of a Company Entity or any of its business concerning its employment practices, wages, hours and terms and conditions of employment and no such investigation is, to the Knowledge of the Company Entity, threatened.

(j) Section 1.32(j) of the Company Disclosure Letter lists (i) the aggregate number of Company Employees furloughed, on a temporary layoff, terminated or otherwise subject to reduced hours as a result of COVID-19, together with the job titles of all such Company Employees, and (ii) the aggregate number of Company Employees that have, to the Knowledge of the Company, contracted COVID-19, together with the job titles of all such Company Employees.

(k) Except as set out in 1.32(k) of the Company Disclosure Letter: (i) each Company Entity is validly registered for applicable workers' compensation insurance; (ii) all costs, charges, assessments or other liabilities under workers' compensation or occupational health and safety legislation have been paid or accrued by the Company Entities; (iii) there are no outstanding orders issued under any workers' compensation or occupational health and safety legislation relating to any of the Company Entities; and (iv) there have been no critical or fatal accidents in connection with the workplaces or operations of any of the Company Entities.

1.33 Employee Benefit Plans.

(a) Section 1.33(a) of the Company Disclosure Letter sets out a true, correct and complete list and, where appropriate, a description of all retirement, pension, supplemental pension, savings, retirement savings, retiring allowance, bonus, profit sharing, stock purchase, stock option, phantom stock, share appreciation rights, deferred compensation, severance or termination pay, life insurance, medical, hospital, dental care, vision care, drug, sick leave, short term or long term disability, salary continuation, unemployment benefits, vacation, incentive, compensation or other employee benefit plan, program, arrangement, policy or practice whether written or oral, formal or informal, funded or unfunded, registered or unregistered, insured or self-insured that is maintained or otherwise contributed to, or required to be contributed to, by or on behalf of the Company Entities for the benefit of current, former or retired employees, directors, officers, shareholders, independent contractors or agents of the Company Entities other than government sponsored pension, employment insurance, workers compensation and health insurance plans, but excluding for the avoidance of doubt any Employee Contracts containing any such provisions (collectively, the "**Employee Plans**"). None of the Employee Plans is a registered pension plan under the Tax Act.

(b) Each Employee Plan has been maintained and administered in compliance with its terms and with the requirements of all applicable Laws in all material respects. Each Employee Plan that is required to be registered under applicable Laws is duly registered with the appropriate Governmental Authorities.

(c) All contributions or premiums required to be paid, deducted or remitted and all obligations required to be performed by each Company Entity pursuant to the terms of any Employee Plan or by

applicable Laws, have been paid, deducted, remitted or performed, as the case may be, in a timely fashion, and in all material respects, and there are no outstanding defaults or violations with respect to same.

(d) There is no pending termination or winding-up procedure in respect of any of the Employee Plans, and no event has occurred or circumstance exists under which any of the Employee Plans would reasonably be expected to be declared terminated or wound-up, in whole or in part.

(e) Except as set out in Section 1.33(e) of the Company Disclosure Letter, no Employee Plan has a deficit and the liabilities of the Company Entities in respect of all Employee Plans are properly accrued and reflected in the Financial Statements in accordance with IFRS.

(f) The Company Entities have delivered true, correct and complete copies of each of the following to Purchaser: the text of all Employee Plans (where no text exists, a summary has been provided) and any related trust agreements, insurance contracts or other material documents governing those plans all as amended to the date hereof, and, to the Knowledge of the Company, no fact, condition or circumstances exists or has occurred since the date of those documents which would materially affect or change the information contained in them.

(g) No promises or commitments have been made by a Company Entity to amend any Employee Plan, to provide increased benefits or to establish any new benefit plan, except as required by applicable Laws or as set out in Section 1.33(g) of the Company Disclosure Letter.

(h) The transactions contemplated in this Agreement and in each of the Transaction Documents will not result in or require any payment or severance, or the acceleration, vesting or increase in benefits under any Employee Plan.

(i) No Company Entity has an obligation to provide retirement benefits for any current, former or retired employees of the Company Entities or to any other Person.

(j) None of the Employee Plans require or permit retroactive increases or assessments in premiums or payments.

(k) No Company Entity contributes and no Company Entity is required to contribute to any multi-employer pension or benefit plan. None of the Employee Plans is a multi-employer pension or benefit plan.

(l) Each of the Employee Plans can be amended or terminated without restrictions and the Company Entities have the unrestricted power and authority to amend or terminate the Employee Plans.

1.34 Tax Matters.

(a) Each of the Company Entities has paid in full when due all Taxes required to be paid by it, whether or not such Taxes are shown on a Tax Return or any assessment or reassessment.

(b) Each of Company Entities has prepared and filed when due with each relevant Taxing Authority all Tax Returns required to be filed by or on behalf of it in respect of any Taxes. All such Tax Returns are correct and complete in all material respects. No extension of time in which to file any such Tax Returns is in effect. No Taxing Authority has asserted that any Company Entity is required to file Tax Returns or pay any Taxes in any jurisdiction where it does not do so.

(c) No assessments or reassessments of the Taxes of any of the Company Entities are currently the subject of an objection or appeal, no audit by any Taxing Authority of any Company Entity is currently ongoing and there are no outstanding issues which have been raised and communicated to any Company Entity by any Taxing Authority. None of the Company Entities has received any indication from any Taxing Authority that an audit, assessment or reassessment of any Company Entity is proposed in respect of any Taxes, regardless of its merits.

(d) Each Company Entity has withheld from each payment made to any Person, including any of its present or former employees, officers and directors, and all Persons who are or are deemed to be non-residents of Canada for purposes of the Tax Act, all amounts required by applicable Law to be withheld, and has remitted such withheld amounts within the prescribed periods to the appropriate Taxing Authority. Each Company Entity has remitted all Canada Pension Plan contributions, provincial pension plan contributions, employment insurance premiums, employer health taxes and other Taxes payable or required to be withheld and remitted by it in respect of employees to the appropriate Governmental Authority within the time required under applicable Law. Each Company Entity has charged, collected and remitted on a timely basis all Taxes as required under applicable Law on any sale, supply or delivery whatsoever made by it.

(e) No written agreement or document extending the period of assessment, reassessment or collection of any Taxes payable by any of the Company Entities is currently in effect.

(f) The Company is duly registered for GST/HST under Part IX of the *Excise Tax Act* (Canada) and under Division I of Chapter VIII of the *Quebec Sales Tax Act* with respect to the Quebec sales tax.

(g) The Company holds a valid cannabis license issued under subsection 14(1.1) of the *Excise Act, 2001* (Canada).

1.35 Anti-Corruption.

(a) None of the Company Entities nor any of their respective directors, officers, employees or other Persons acting on their behalf has, directly or indirectly: (i) made or authorized any contribution, payment, loan, reward, benefit or gift of funds or property or anything else of value to any official, employee or agent of any Governmental Authority or public international organization, or to any Person for the benefit of any Governmental Authority or public international organization or public international organizations; (ii) for the purpose of bribing any Governmental Authority established or maintained accounts which do not appear in any of the books and records that they are required to keep in accordance with applicable accounting and auditing standards, made transactions that are not recorded or that are inadequately identified, recorded non-existent expenditures, entered liabilities with incorrect identification of their object, knowingly used false documents, or intentionally destroyed accounting books and records earlier than permitted by law; or (iii) made any contribution to any candidate for public office; where either the payment or the purpose of such contribution, payment, loan, reward or gift was, is, or would be prohibited under anti-corruption Laws.

(b) None of the Company Entities nor any of their respective directors, officers, employees or other Person acting on their behalf has breached or violated in any material respect any Law regulating lobbying, accounting, bids or conflicts of interest. To the Knowledge of the Company, no change, fact, event, circumstance, condition or omission has occurred that would reasonably be expected to result in the Company from being suspended or debarred from doing business with a Governmental Authority or otherwise prevent the Company from bidding on or applying for Contracts with a Governmental Authority after Closing.

1.36 No Broker. Neither the Company, nor any of its Subsidiaries, nor any of their respective directors, officers or employees has employed or engaged any broker, financial advisor, finder or investment bank or has incurred or will incur any obligation or liability for any brokerage fees, commissions, success fees, finder's fees or other similar fees in connection with the transactions contemplated by this Agreement.

1.37 Reporting Issuer. The Company is a reporting issuer not in default (or the equivalent) under applicable securities Laws in each of the Provinces of British Columbia, Alberta, Ontario and Quebec, and the Common Shares are listed for trading on the Exchange. No order ceasing or suspending trading in any securities nor prohibiting the sale of any securities of the Company has been issued by any Governmental Authority or is outstanding against the Company and, to the Knowledge of the Company, no investigation or proceeding for such purposes are pending or threatened. The Company it is not, and will not be at the time of Closing, in default under any of its obligations as a reporting issuer with the regulator.

1.38 Exchange. The Company is in compliance in all material respects with the applicable listing and corporate governance rules and regulations of the Exchange. The Company it is not, and will not be at the time of Closing, in default under any of its obligations as a reporting issuer with the Exchange.

1.39 Disclosure Record.

(a) Since the Reference Date, the Company has filed or furnished on a timely basis with the applicable Canadian Securities Regulators all material documents required to be filed by the Company with such Canadian Securities Regulators.

(b) Except for the purchase of all of the issued and outstanding Class "A" Shares of IsoCanMed, the Company has not otherwise completed any "significant acquisition" nor, as of the date hereof, are there any "probable acquisitions" (as such terms are used in NI 44-101 and Form 44-101F1) that would require the filing of a business acquisition report.

(c) Each of the documents filed or furnished as part of the Disclosure Record since the Reference Date and prior to the execution and delivery of this Agreement, at the time of its filing or being furnished, or with respect to any circular filed, on the date of the applicable meeting (or, if amended or supplemented, as of the date of the last such amendment or supplement), complied in all material respects with applicable securities Laws. Each of the documents filed or furnished as part of the Disclosure Record since October 10, 2018 and prior to the execution and delivery of this Agreement has complied in all material respects with the guidance set out in Staff Notice 51-357 of the Canadian Securities Administrators, except for additional disclosure included in the Disclosure Record subsequent to the Company's correspondence with the Ontario Securities Commission on an issue oriented continuous disclosure review regarding the matters covered in Staff Notice 51-357 of the Canadian Securities Administrators, copies of which have been provided to the Purchaser.

(d) No documents filed or furnished with Canadian Securities Regulators as part of the Disclosure Record since the Reference Date and prior to the execution and delivery of this Agreement contains any Misrepresentation. The Company has not filed any confidential material change report (which at the date of this Agreement remains confidential) or any other confidential filings (including redacted filings) filed to or furnished with, as applicable, any Canadian Securities Regulator. To the Knowledge of the Company, there are no outstanding or unresolved comments in comments letters from any Canadian Securities Regulator with respect to any part of the Disclosure Record and neither the Company nor any part of the Disclosure Record is the subject of an ongoing audit, review, comment or investigation by any Canadian Securities Regulator or the Exchange.

1.40 Repayment of Lind Partners Loan. The repayment or conversion into Common Shares of all indebtedness outstanding under the Lind Partners Loan, including any accrued and unpaid interest, at Closing does not result in any prepayment penalty or additional fees or payments thereunder and does not require the consent of any Person party to the Lind Partners Loan other than the Company (or, if any such consent is required, it has been unconditionally and irrevocably obtained subject only to repayment or conversion into Common Shares thereof).

EXHIBIT A

FORM OF INVESTOR RIGHTS AGREEMENT

(*attached*)

Execution version (at closing)

INVESTOR RIGHTS AGREEMENT

by and between

CANADA HOUSE CANNABIS GROUP INC.

and

ARCHERWILL INVESTMENTS INC.

Dated as of [●], 2020

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INVESTOR RIGHTS AGREEMENT

This **INVESTOR RIGHTS AGREEMENT**, dated as of [●], 2020 (this "**Agreement**"), is entered into by and between Canada House Cannabis Group Inc. (d/b/a Canada House Wellness Group), a corporation organized under the laws of Canada (the "**Company**"), and Archerwill Investments Inc., a corporation continued and existing under the laws of the Cayman Islands ("**Archerwill**" and, together with the Company, the "**Parties**" and each, a "**Party**").

RECITALS

WHEREAS, on the date hereof, the Company issued, sold and delivered to Archerwill (a) an 8.00% secured convertible debenture due [●], 2025 in the aggregate principal amount of $6,500,000 represented and evidenced by a debenture certificate (the "**Purchased Debenture**") and (b) a share purchase warrant (the "**Purchased Warrant**") represented and evidenced by a warrant certificate to purchase Common Shares (the "**Purchased Warrant Certificate**"), entitling Archerwill to subscribe for and purchase, acquire, accept and receive from the Company, 130,000,000 Common Shares (subject to adjustment pursuant to the terms and conditions of the Purchased Warrant Certificate), in each instance, on a private placement basis, pursuant to the subscription agreement dated as of July 15, 2020 (the "**Subscription Agreement**") entered into by and between the Company and Archerwill.

WHEREAS, as contemplated by the Subscription Agreement and subject to the terms and conditions set forth herein, the Parties each desire to record their agreement as to the manner in which the Company's affairs shall be conducted and to grant to Archerwill certain rights with respect to its beneficial ownership of the Purchased Debenture or Common Shares (as defined herein), as applicable; and

WHEREAS, the execution and delivery of this Agreement is a condition to the obligations of the parties to the Subscription Agreement to consummate the transactions contemplated thereby.

NOW, THEREFORE, in consideration of the foregoing premises and the representations, warranties, covenants and agreements set forth in this Agreement, the Parties, intending to be legally bound, agree as follows:

ARTICLE 1 – DEFINITIONS AND TERMS

Section 1.1 Certain Defined Terms. Whenever used in this Agreement, except as otherwise specifically provided herein, the following terms shall have the meanings set forth in this Section 1.1.

"**Acquisition Proposal**" means any proposal, offer, inquiry or indication of interest (written or oral) (a) relating to a merger, joint venture, partnership, exclusive license, amalgamation, consolidation, dissolution, liquidation, tender offer, take-over bid, recapitalization, reorganization, spin-off, share exchange, issuance of shares or Convertible Securities, plan of arrangement, business combination, sale, disposition, transfer or similar transaction involving the Company or any of its Subsidiaries or (b) to make an acquisition by any Person or Persons acting Jointly/In Concert with each other, that, in each of the foregoing clauses (a) and (b), if consummated, would result in any Person or Persons acting Jointly/In Concert with each other becoming the beneficial owner of, directly or indirectly, in one or a series of related transactions, of: (i) equity securities (including Convertible Securities) representing 20% or more of the total voting power of the equity securities of the Company; or (ii) assets to which 50% or more of the consolidated revenues or net income of the Company is attributable, or representing 50% or more of the consolidated total assets of the Company (it being understood that assets include equity securities or Convertible Securities of Subsidiaries of the Company), in each case other than the transactions contemplated by this Agreement.

"**Affiliate**" means, with respect to any Person, any other Person directly or indirectly controlling, controlled by, or under common control with such Person as of the date on which, or at any time during the period for which, the determination of affiliation is being made (for purposes of this definition, the term "control" (including the correlative meanings of the terms "controlled by" and "under common control with"), as used with respect to any Person, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by Contract or otherwise); provided, however, that: (a) with respect to the Company and its Subsidiaries, "Affiliate" at all times excludes any member of the Archerwill Group and any Person that directly or indirectly controls or is under common control with any member of the Archerwill Group (other than, from and following the Closing, the Company and its Subsidiaries); and (b) with respect to any member of the Archerwill Group and any Person that directly or indirectly controls or is under common control with any member of the Archerwill Group, "Affiliate" at all times excludes the Company and its Subsidiaries.

"**Agreement**" has the meaning ascribed to such term in the Preamble.

"**Archerwill**" has the meaning ascribed to such term in the Preamble.

"**Archerwill Group**" means, collectively, Archerwill and its controlled Affiliates.

"**Archerwill Nominees**" has the meaning ascribed to such term in Section 3.1(b).

"**beneficially own**" or any similar phrase means, with respect to Common Shares, having the power to vote or direct the vote of the Common Shares.

"**Board and Audit Package**" means all materials prepared for and delivered to the Company Board or the Company Audit Committee relating to the approval of the Company's annual and quarterly financial statements and MD&A.

"**Board Observer**" has the meaning ascribed to such term in Section 3.1(g)Section 3.1(g).

"**Board Size**" has the meaning ascribed to such term in Section 3.1(a).

"**Business Day**" means any day other than a Saturday, Sunday or other day on which commercial banks in Toronto, Ontario are authorized or required by Law to close.

"**Canadian Securities Laws**" means, collectively, the applicable securities Laws of each of the provinces and territories of Canada and the respective regulations, instruments and rules made under those securities Laws, together with all applicable published policy statements, notices, blanket orders and rulings of the securities commissions or securities regulatory authorities of Canada and of each of the provinces and territories.

"**Canadian Securities Regulators**" means, collectively, the securities commissions or other securities regulatory authorities in each of the provinces of British Columbia, Alberta, Ontario and Québec.

"**Cannabis**" has the meaning given to the term under the Cannabis Act.

"**Cannabis Accessories**" has the meaning given to the term under the Cannabis Act.

"**Cannabis Act**" means the *Cannabis Act*, S.C. 2018, c.16, as the same may be amended from time to time and includes all regulations, orders, directives and policies issued thereunder, any successor or replacement legislation, orders, directives and policies.

"**Cannabis-Related Activities**" means any activities (including advertising or promotional activities) relating to or in connection with the possession, exportation, importation, cultivation, production, processing, purchase, distribution or sale of Cannabis, Cannabis Accessories or services related to Cannabis of whatsoever nature or kind.

"**Capital Lease**" means a lease with respect to which the lessee is required concurrently to recognize the acquisition of an asset and the incurrence of a liability in accordance with the accounting standards applicable to such lessee.

"**Chosen Court**" means the Ontario Superior Court of Justice (Commercial List).

"**Claim**" means any claim, cause of action, action, demand, lawsuit, investigation, review, grievance, citation, summons, subpoena, inquiry, audit, hearing, originating application to a tribunal, arbitration or other similar proceeding of any nature, civil, criminal, regulatory, administrative or otherwise, whether in equity or at law, in contract or in tort or otherwise.

"**Closing**" means the closing of the issuance of the Purchased Debenture and the Purchased Warrant.

"**Common Share**" means a common share in the capital of the Company, or such other shares or other securities into which such common share is converted, exchanged, reclassified or otherwise changed, as the case may be, from time to time.

"**Company**" has the meaning ascribed to such term in the Preamble.

"**Company Audit Committee**" means the audit committee of the Company Board.

"**Company Board**" means the board of directors of the Company.

"**Company Business**" means the business carried on by the Company on the Closing Date, consisting of the possession, exportation, importation, cultivation, production, processing, purchase, distribution and sale of Cannabis and Cannabis related products, Cannabis Accessories or services related to Cannabis, including the operation of clinics primarily for medicinal Cannabis-Related Activities and the development, sale and provision of software and services for software-as-a-service (SaaS) for medical marijuana patient management.

"**Company Disclosure Letter**" means the confidential disclosure letter dated July 15, 2020 delivered to the Holder by the Company in connection with the Subscription Agreement.

"**Company Nominees**" means, in respect of a meeting of the Company Shareholders at which directors of the Company are to be elected, such individuals presented by management of the Company to the Company Shareholders for election as directors of the Company at such meeting, including, for the avoidance of doubt, each of the Archerwill Nominees.

"**Company Related Person**" means any Affiliate of the Company (other than any Subsidiary of the Company) and any Person who is a director, officer or other employee of the Company, any of its Subsidiaries or any of their respective Affiliates, or any Affiliate of any of the foregoing.

"**Company Security Agreement**" means the general security agreement made by the Company in favour of Archerwill, dated as of the date hereof, as may be amended, supplemented, restated or replaced from time to time, constituting a first-priority Lien (subject to Permitted Encumbrances) over all present and future property (both real and personal) of the Company and the Subsidiary Guarantors, to the extent covered by the Subsidiary Security Agreements, including all shares or similar equity interests in which the Company and the Subsidiary Guarantors has any right, title or interest.

"**Company Shareholders**" means the beneficial owners of Common Shares.

"**Confidential Information**" means any and all information about the Discloser or any of its Affiliates which is furnished by it or any of its Representatives to the Recipient or any of its Affiliates, whenever furnished and regardless of the manner in which it is furnished, and includes all Information, including information regarding the business and affairs of the Discloser and its Affiliates, their plans, strategies, operations, financial information (whether historical or forecasted), business methods, systems, practices, analyses, compilations, forecasts, studies, designs, processes, procedures, formulae, improvements, trade secrets and other documents and other information, prepared or furnished by the Discloser, an Affiliate of the Discloser or any of their Representatives, together with any reports, analyses, summaries, interpretations, compilations, forecasts, financial statements, memoranda, notes, studies or any other written or electronic materials prepared by or for a Recipient or a Representative thereof to the extent that they contain, incorporate, reflect or are based upon or generated from such information or derivatives thereof; provided, however, that Confidential Information shall not include, and no obligation under Section 5.4 shall be imposed on, information that: (a) is or becomes generally known to the public, other than as a result of a breach of this Agreement by the Recipient, its Affiliates or their respective Representatives; (b) is or becomes available to the Recipient or its Affiliates, or was in the possession of the Recipient or its Affiliates, on a non-confidential basis from a third party; provided, that such third party obtained such information lawfully and is not and was not prohibited from disclosing such information; or (c) is independently developed by the Recipient or its Affiliates without reference to or use of the Confidential Information of the Discloser.

"**Contract**" means any legally binding contract, agreement, indenture, lease, deed of trust, license, option, instrument, arrangement, understanding or other obligation.

"**Convertible Securities**" means securities issued by the Company that are convertible into or exercisable or exchangeable for Common Shares.

"**COVID-19**" means the presence, transmission, threat or fear of a novel coronavirus, including the coronavirus disease (COVID-19) or any evolution thereof, and/or any mandatory or advisory restriction issued, or action ordered or threatened by any Governmental Authority.

"**Discloser**" means the Party or its Affiliate that discloses its Confidential Information to the other Party or its Affiliate (provided, that providing information directly to an Affiliate of a Party shall be deemed to be a provision of such information to such Party).

"**Exchange**" means the Canadian Securities Exchange, or any successor entity thereto or if the Common Shares are no longer listed, traded or quoted thereon, any other securities exchange or quotation system on which the Common Shares are listed, traded or quoted.

"**Exercise Notice**" has the meaning ascribed to such term in Section 4.1(d).

"**Governmental Authority**" means any Canadian, U.S., non-U.S., non-Canadian or supranational government or governmental (including public international organizations), quasi-governmental, regulatory

or self-regulatory authority (including any stock exchange or other self-regulatory organization), agency, commission, body, department or instrumentality or any court, tribunal or arbitrator or other entity or subdivision thereof or other legislative, executive, administrative or judicial entity or subdivision thereof, in each case of competent jurisdiction.

"**Holder**" means Archerwill or any Wholly Owned Subsidiary of Archerwill designated by Archerwill as the "Holder" from time to time.

"**Incentive Security**" means an option or other security of the Company convertible or exercisable into or exchangeable for Common Shares granted pursuant to any Share Incentive Plan.

"**Independent**" means an individual that: (a) is "independent" under sections 1.4 and 1.5 of National Instrument 52-110 – *Audit Committees* and (b) is not a director, officer or other employee of Archerwill or any of its Affiliates.

"**Independent Committee**" means a committee of the Company Board comprised solely of directors who are Independent.

"**Information**" means: (a) know-how (including trade secrets and other unpatented or unpatentable proprietary or confidential information, systems or procedures); (b) computer software, inventions, designs and other industrial or intellectual property of any nature whatsoever; (c) any information of a scientific, technical, or business nature; (d) pharmacological, medicinal chemistry, biological, chemical, biochemical, toxicological and clinical test data, analytical and quality control data and stability data; (e) process, horticultural and development information, results and data; (f) research, developmental and demonstration work; (g) data and data files; and (h) all other information, methods, processes, formulations and formulae (it being understood that "Information" may (i) be embodied in or on any media, including hardware, software and/or documentation and (ii) include elements of public or non-proprietary information, provided, that the compilation of such public or non-proprietary information with or without other proprietary information results in such compilation being considered as proprietary to the Person compiling such information).

"**IsoCanMed**" means IsoCanMed Inc., a corporation amalgamated under the laws of Canada.

"**IsoCanMed Promissory Notes**" means the promissory notes issued on May 29, 2020 by IsoCanMed Inc. in the aggregate amount of $12,500,000.

"**Jointly/In Concert**" has the meaning ascribed to the term "jointly or in concert" in National Instrument 62-104 – *Take-Over Bids and Issuer Bids*, with necessary modifications where the term is used in the context of a transaction that is not a take-over bid or issuer bid.

"**Law**" means any Canadian, U.S., non-U.S., non-Canadian, federal, state, provincial, territorial, local, municipal or other law, statute, constitution, principle of common law, ordinance, code, standard, rule, regulation, ruling or requirement issued, enacted, adopted, promulgated, implemented or otherwise put into effect by or under the authority of any Governmental Authority or any Order.

"**Lien**" means, with respect to any Person, any mortgage, lien, pledge, charge, security interest, assignment, encumbrance, lien (statutory or otherwise), any interest or title of any vendor, lessor, lender or other secured party to or of such Person under any conditional sale or other title retention agreement or Capital Lease, upon or with respect to any property of such Person, or other encumbrance of any nature or any other arrangement or condition that in substance secures payment or performance of an obligation.

"**MD&A**" has the meaning ascribed to such term in Section 5.1.

"**Obligations**" means (a) all monies now or at any time and from time to time hereafter owing or payable by the Company to Archerwill and all obligations (whether now existing, presently arising or created in the future) of the Company in favour of Archerwill, and whether direct or indirect, absolute or contingent, matured or not, whether arising from agreement or dealings between Archerwill and the Company or from any agreement or dealings with any other Person by which Archerwill may be or become in any manner whatsoever a creditor or other obligee of the Company or however otherwise arising and whether the Company is bound alone or with another or others and whether as principal or surety, including monies payable or obligations arising in connection with the Purchased Debenture or any other Security Document, (b) all expenses, costs and charges incurred by or on behalf of Archerwill in connection with the Purchased Debenture or any other Security Document, and (c) the strict performance and observance by the Company of all agreements, warranties, representations, covenants and conditions of the Company made pursuant to the Purchased Debenture or any other Security Document.

"**Order**" means any order, award, judgment, injunction, writ, decree (including any consent decree or similar agreed order or judgment), directive, settlement, stipulation, ruling, determination, decision or verdict, whether civil, criminal or administrative, in each case, that is entered, issued, made or rendered by any Governmental Authority.

"**Ordinary Course of Business**" means the conduct by the Company of the Company Business in accordance with the Company's normal day-to-day operations, customs, practices and procedures and, for the avoidance of doubt, no action taken to specifically respond to COVID-19 shall constitute the "Ordinary Course of Business".

"**Original Percentage**" means, when used in connection with a Triggering Event, the quotient, expressed as a percentage, obtained when (a) the aggregate number of Common Shares beneficially owned by the Archerwill Group is *divided* by (b) the aggregate number of issued and outstanding Common Shares, in each case, immediately prior to such Triggering Event; provided, for purposes of clause (b), such number shall exclude outstanding Common Shares resulting from any issuance with respect to which (i) Archerwill had the Pre-Emptive Right and (ii) (A) the period for exercise thereof shall not have expired or (B) to the extent Archerwill shall have exercised such Pre-Emptive Right, the closing of such sale shall not have occurred, in each case, as of immediately prior to such Triggering Event; provided, further, that the calculation of both clause (a) and clause (b) shall be made on a partially-diluted basis with respect to Archerwill's holdings of the Purchased Debenture (including any and all accrued and unpaid interest thereon) and the Purchased Warrant and shall include Common Shares underlying the unexercised Purchased Debenture (including any and all accrued and unpaid interest thereon) and Purchased Warrant, but shall not include Common Shares underlying unexercised Convertible Securities, other than the Purchased Debenture and the Purchased Warrant.

"**Parties**" and "**Party**" have the meanings ascribed to such terms in the Preamble.

"**Percentage of Outstanding Common Shares**" means the percentage equal to the quotient obtained when (a) the aggregate number of Common Shares beneficially owned by the Archerwill Group, or over which the Archerwill Group exercises control or direction (including, for the purposes of this calculation, any Common Shares issuable pursuant to the conversion of the Purchased Debenture (including any and all accrued and unpaid interest thereon), but excluding Common Shares issuable pursuant to the exercise of the Purchased Warrant, owned by the Archerwill Group or over which the Archerwill Group exercises control or direction) is *divided* by (b) the aggregate number of issued and outstanding Common Shares (including, for the purposes of this calculation, any Common Shares issuable pursuant to the conversion of the Purchased Debenture, but excluding Common Shares issuable pursuant to the exercise of

the Purchased Warrant), in each case, as at the time of calculation and, for avoidance of doubt otherwise on a non-diluted basis.

"**Permitted Encumbrances**" means:

(a) such Liens as existed on the date hereof, as disclosed to Archerwill but not including Permitted Encumbrances described in subsection (d) of this definition; provided that, for the avoidance of doubt, any Liens granted in connection with the Lind Partners Loan are not Permitted Encumbrances;

(b) Liens imposed by any Governmental Authority for any Taxes not yet due and delinquent or which are being contested in good faith by appropriate proceedings and for which adequate reserves have been recorded on the books and records of the Company in accordance with applicable accounting principles;

(c) Liens on the property and assets of IsoCanMed, not including liens granted in connection with the IsoCanMed Promissory Notes, securing indebtedness permitted pursuant to subsection (e) of the definition of Permitted Indebtedness under **Error! Reference source not found.**;

(d) Liens granted in connection with the IsoCanMed Promissory Notes; and

(e) Liens granted after the date hereof to secure Permitted Indebtedness incurred under or assumed by the Company or the Subsidiaries after the date hereof but not including Permitted Encumbrances described in subsection (c) of this definition.

For the avoidance of doubt, Permitted Encumbrances described in subsections (a) and (e) of this definition must be, at all times, subordinated to the security interest of Archerwill.

"**Permitted Indebtedness**" means, in respect of the Company or any of the Subsidiaries, the following:

(a) any indebtedness owing as disclosed in Section 1.1(c) of the Company Disclosure Letter;

(b) any indebtedness owing under the Security Documents;

(c) trade payables incurred in the Ordinary Course of Business;

(d) any indebtedness owing to:

(i) the Company by any of the Subsidiaries; and

(ii) any of the Subsidiaries by the Company;

(e) indebtedness, at any time not to exceed $6,000,000 in the aggregate (not including amounts owing on the IsoCanMed Promissory Notes), incurred by IsoCanMed;

(f) the IsoCanMed Promissory Notes; and

(g) Permitted Subordinated Indebtedness;

in each case, as approved by Archerwill pursuant to the terms of this Investor Rights Agreement, if required.

"**Permitted Subordinated Indebtedness**" means any and all other indebtedness, not including Permitted Indebtedness, incurred or assumed by the Company or any of its Subsidiaries owing at any time after the Closing, not to exceed in the aggregate $7,500,000, in respect of which all obligations of payment and performance, together with all security interests or collateral granted as security for payment and performance, are fully postponed and subordinated to the indebtedness owed to and security held by Archerwill.

"**Person**" means any individual, corporation (including not-for-profit), general or limited partnership, limited liability company, joint venture, association, joint-stock company, estate, trust, organization, Governmental Authority or other entity of any kind or nature.

"**Pre-emptive Right**" means the right of Archerwill to purchase the Pre-emptive Right Securities from the Company in accordance with Article 4.

"**Pre-emptive Right Closing**" means the closing from time to time of the issue of the Pre-emptive Right Securities under the Pre-emptive Right.

"**Pre-emptive Right Securities**" has the meaning ascribed to such term in Section 4.1(a).

"**Proposal Notice**" has the meaning ascribed to such term in Section 2.1(a).

"**Purchased Debenture**" has the meaning ascribed to such term in the Recitals.

"**Purchased Warrant**" has the meaning ascribed to such term in the Recitals.

"**Purchased Warrant Certificate**" has the meaning ascribed to such term in the Recitals.

"**Recipient**" means the Party or its Affiliate that receives Confidential Information from the other Party or its Affiliate (provided, that the receipt of information by an Affiliate of a Party shall be deemed to be the receipt of such information by such Party).

"**Representatives**" means, with respect to any Person, any director, principal, partner, manager, member (if such Person is a member-managed limited liability company or similar entity), employee (including any officer), consultant, investment banker, financial advisor, legal counsel, attorney-in-fact, accountant or other advisor, agent or other representative of such Person (and, in the case of Archerwill and any Person acting in any of the foregoing roles on behalf of Archerwill), in each case acting in their capacity as such.

"**Response Period**" has the meaning ascribed to such term in Section 2.1(c).

"**Review Period**" has the meaning ascribed to such term in Section 2.3.

"**Right**" means a right granted by the Company *pro rata* to all of the Company Shareholders to purchase additional Common Shares and/or other securities of the Company.

"**Security Documents**" means, collectively, (i) the Purchased Debenture, (ii) the Company Security Agreement, (iii) the Subsidiary Security Agreements, (iv) the Subsidiary Guarantees, and (v) all other agreements, hypothecs and other instruments delivered to Archerwill by the Company (whether now existing or presently arising) for the purpose of establishing, perfecting, preserving or protecting any security held by Archerwill in respect of any Obligations.

"**Share Incentive Plan**" means any plan of the Company in effect from time to time pursuant to which Common Shares may be issued, or options or other securities convertible or exercisable into or exchangeable for Common Shares may be granted, to directors, officers, employees, and/or consultants, of the Company and/or its Subsidiaries, including, for greater certainty, the Company's amended and restated stock option plan dated April 2, 2015, as amended.

"**Special Option**" means an option or other security granted by the Company which is convertible or exercisable into or exchangeable for Common Shares for nominal or indeterminate consideration, and includes an over-allotment option or similar option granted to one or more underwriters in connection with a public offering of securities of the Company, but excludes (a) any Incentive Security, (b) any Right, and (c) the Pre-emptive Right.

"**Subscription Agreement**" has the meaning ascribed to such term in the Recitals.

"**Subsidiary**" means, with respect to any Person, any other Person of which at least a majority of (a) the securities or ownership interests of such other Person having by their terms ordinary voting power to elect a majority of the board of directors or other individuals performing similar functions or (b) the equity or ownership interests of such other Person, in each case, is directly or indirectly owned or controlled by such first Person and/or by one or more of its Subsidiaries.

"**Subsidiary Guarantees**" means the guarantees dated the date hereof, and at any time hereafter, guaranteeing the Obligations made by any Subsidiary in favour of Archerwill, as may be amended, supplemented, restated or replaced from time to time.

"**Subsidiary Guarantors**" means Abba Medix Corp., Canada House Clinics Inc., 690050 NB Inc. (d/b/a Knalysis Technologies Inc.) and IsoCanMed Inc., and each other Subsidiary party from time to time to a Subsidiary Guarantee.

"**Subsidiary Security Agreements**" means the mortgages, hypothecs and any other security agreements made by any of the Subsidiary Guarantors in favour of Archerwill, as set forth in Schedule B to the Purchased Debenture, as may be amended, supplemented, restated or replaced from time to time, constituting a first-priority Lien (subject to Permitted Encumbrances) over all present and future property (both real and personal) of each Subsidiary Guarantor, including all shares or similar equity interests in which each Subsidiary Guarantor has any right, title or interest.

"**Taxes**" means any and all foreign, Canadian or United States federal, provincial, state, local, and other taxes, levies, fees, imposts, duties, and similar governmental charges (including any interest, fines, assessments, penalties or additions to tax imposed in connection therewith or with respect thereto) including those imposed on, measured by, or computed with respect to income, franchise, profits or gross receipts, alternative or add-on minimum, margin, ad valorem, value added, capital gains, sales, harmonized sales, goods and services, use, employer health, real or personal property, land, land transfer, escheat or unclaimed property taxes (or similar), environmental, capital stock, license, branch, payroll, estimated, withholding, employment, social security (or similar), insurance, disability, workers compensation, employment/unemployment insurance, compensation, utility, severance, production, excise, stamp, occupation, premium, windfall profits, transfer and gains taxes, registrations, net worth, and customs duties, surtaxes, and health insurance and government pension plan premiums or contributions, whether disputed or not

"**Taxing Authority**" means any Governmental Authority having competent jurisdiction over the assessment, determination, collection or imposition of any Tax.

"**Transaction Agreements**" means the Subscription Agreement, the Purchased Debenture and the Purchased Warrant Certificate.

"**Triggering Event**" means the issue of any equity securities of the Company or Convertible Securities, whether by way of public offering or private placement, but excludes any issue of Common Shares: (a) on exercise, conversion or exchange of any Convertible Securities existing on the date of Closing, which for greater certainty shall include the Purchased Debenture and the Purchased Warrant; (b) pursuant to (or pursuant to the exercise, conversion or exchange of any security issued pursuant to any Share Incentive Plan; (c) on any conversion or exercise of Convertible Securities provided that such Convertible Securities were subject to the Pre-emptive Right or a previous Triggering Event; (d) on any exercise of the Pre-emptive Right; (e) pursuant to Section 3.4 of the Purchased Debenture; and (f) pursuant to Section 6 of the Warrant Certificate.

"**Triggering Event Closing Date**" means the date on which a Triggering Event occurs.

"**Triggering Event Notice**" has the meaning ascribed to such term in Section 4.1(c).

"**Triggering Event Price**" means, in respect of an issue of Common Shares for cash consideration pursuant to a Triggering Event, the purchase price per Common Share to be paid for such Common Share by the purchasers thereof and means, in respect of an issue of Common Shares for consideration other than cash consideration pursuant to a Triggering Event, the price per Common Share, as determined by an Independent Committee (acting reasonably and in good faith), that would have been received by the Company or its applicable Subsidiary had such Common Shares been issued for cash consideration.

"**Wholly Owned Subsidiary**" means, with respect to any Person, any Subsidiary of such Person of which all of the equity or ownership interests of such Subsidiary are directly or indirectly owned or controlled by such Person.

Section 1.2 Other Terms. Each of the other capitalized terms used in this Agreement has the meaning set forth where such term is first used or, if no meaning is set forth, the meaning required by the context in which such term is used.

Section 1.3 Interpretation and Construction.

(a) The table of contents and headings herein are for convenience of reference only, do not constitute part of this Agreement and shall not be deemed to limit or otherwise affect any of the provisions of this Agreement.

(b) Unless otherwise specified herein, all Preamble, Recital, Article, Section and clause references used in this Agreement are to the preamble, recitals, articles, sections and clauses to this Agreement.

(c) Unless the context otherwise requires, for purposes of this Agreement: (i) if a term is defined as one part of speech (such as a noun), it shall have a corresponding meaning when used as another part of speech (such as a verb); (ii) the terms defined in the singular shall have a comparable meaning when used in the plural and *vice versa*; (iii) words importing any gender shall include all genders; (iv) whenever the words "includes" or "including" are used, they shall be deemed to be followed by the words "without limitation"; (v) the words "hereto," "hereof," "hereby," "herein," "hereunder" and similar terms in this Agreement shall refer to this Agreement as a whole and not any particular provision of this Agreement; and (vi) the word "extent" in the phrase "to the extent" shall mean the degree to which a subject or other thing extends and such phrase shall not mean simply "if".

(d) Except as otherwise specifically provided herein or the context otherwise requires, the term "dollars" and the symbol "$" mean Canadian dollars and all amounts in this Agreement shall be paid in Canadian dollars, and in the event any amounts, costs, fees or expenses incurred by any Party pursuant to this Agreement are denominated in a currency other than Canadian dollars, to the extent applicable, the Canadian dollar equivalent for such costs, fees or expenses shall be determined by converting such other currency to Canadian dollars at the foreign exchange rates published by the Bank of Canada or, if not reported thereby, another authoritative source reasonably determined by the Company, in effect at the time such amount, cost, fee or expense is incurred, and in the event the resulting conversion yields a number that extends beyond two decimal points, rounded to the nearest penny.

(e) Except as otherwise specifically provided herein, when calculating the period of time within which, or following which, any action is to be taken pursuant to this Agreement, the date that is the reference day in calculating such period shall be excluded and if the last day of the period is a non-Business Day, the period in question shall end on the next Business Day or if any action must be taken hereunder on or by a day that is not a Business Day, then such action may be validly taken on or by the next day that is a Business Day. References to a number of days shall refer to calendar days unless Business Days are specified.

(f) Except as otherwise specifically provided herein, (i) all references to any statute in this Agreement include the rules and regulations promulgated thereunder, and unless the context otherwise requires, all applicable guidance, guidelines, bulletins or policies issued or made in connection therewith by a Governmental Authority, and (ii) all references to any Law in this Agreement shall be a reference to such Law as amended, re-enacted, consolidated or replaced as of the applicable date or during the applicable period of time.

(g) Except as otherwise specifically provided herein, (i) all references in this Agreement to any Contract, other agreement, document or instrument (excluding this Agreement) mean such Contract, other agreement, document or instrument as amended, supplemented or otherwise modified from time to time in accordance with the terms thereof and, unless otherwise specified therein, include all schedules, annexes, addendums, exhibits and any other documents attached thereto or incorporated therein, and (ii) all references to this Agreement mean this Agreement (taking into account Section 7.4) as amended, supplemented or otherwise modified from time to time in accordance with Section 7.7.

(h) The Parties have jointly negotiated and drafted this Agreement, and if an ambiguity or a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provision of this Agreement.

ARTICLE 2 – RIGHT TO MATCH

Section 2.1 Right to Match. For so long as not less than $1,000,000 of Obligations under the Purchased Debenture remain outstanding, if the Company receives an Acquisition Proposal in respect of which the Company Board determines, in its good faith judgment, after receiving the advice of its outside legal counsel and financial advisor(s) and after taking into account all the terms and conditions of the Acquisition Proposal, including all financial and regulatory aspects of such proposal, would, if consummated in accordance with its terms (but without assuming away any risk of non-completion), be fair to the Company Shareholders and in the best interests of the Company, the Company Board may authorize the Company to enter into a definitive agreement with respect to such Acquisition Proposal, if and only if:

(a) the Company has delivered to Archerwill a written notice of the intention of the Company Board to approve, accept, endorse, recommend or enter into a definitive agreement with respect to the

Acquisition Proposal and notice as to the value in financial terms that the Company Board has, in consultation with its financial advisor(s) and/or any valuator or independent valuator, determined should be ascribed to any non-cash consideration offered under the Acquisition Proposal (a "**Proposal Notice**");

(b) the Company has provided Archerwill with a copy of the proposed definitive agreement for the Acquisition Proposal, together with all materials related to any financing required for such proposal and any valuation of non-cash consideration; and

(c) at least 15 Business Days have elapsed from the date that is the later of (A) the date on which Archerwill received the Proposal Notice and (B) the date on which Archerwill received all of the materials set forth in Section 2.1(b) (the "**Response Period**").

Section 2.2 Response Period. During the Response Period, Archerwill shall have the right (but not the obligation) to offer to enter into a definitive agreement with the Company in respect of the transaction contemplated by the Acquisition Proposal on substantially equivalent terms as the Acquisition Proposal (provided that if the non-cash consideration consists of securities of the offeror, Archerwill shall be entitled to offer its securities or cash, as Archerwill so determines, in lieu of such non-cash consideration offered by the offeror of such Acquisition Proposal). During the Response Period (i) the Company Board shall not approve or recommend, or propose publicly to approve or recommend, such Acquisition Proposal or announce any intention to do any of the foregoing, nor shall the Company or any of its Subsidiaries accept or enter into or propose publicly to accept or enter into any agreement, arrangement or understanding relating to such Acquisition Proposal (including any agreement to implement such Acquisition Proposal) or announce any intention to do any of the foregoing and (ii) the Company shall negotiate in good faith with Archerwill to enter into a definitive agreement with the Company in respect of the transaction contemplated by the Acquisition Proposal.

Section 2.3 Review Period. Within five Business Days of an offer made by Archerwill under Section 2.2 (the "**Review Period**"): (i) the Company Board shall review and determine in good faith, based on the advice of its outside legal counsel and financial advisor(s) whether the offer made by Archerwill under Section 2.2 is at least as favourable as such Acquisition Proposal. Such determination to be made by the Company Board shall be communicated to Archerwill by the end of the Review Period. If the Company Board determines that the offer made by Archerwill is at least as favourable as such Acquisition Proposal, the Company shall enter into a definitive agreement with Archerwill to give effect to the offer made by Archerwill. If the Company Board determines that such Acquisition Proposal is more favourable when assessed against the offer made by Archerwill, the Company, if it is then in compliance with its obligations under this Article 2 may (i) approve and recommend that Company Shareholders accept such Acquisition Proposal and/or (ii) accept or enter into a definitive agreement to proceed with the Acquisition Proposal.

Each successive amendment or modification to any Acquisition Proposal that results in an increase in, or modification of, the consideration (or value of such consideration) to be received by the Company Shareholders or other material terms or conditions thereof shall constitute a new Acquisition Proposal for the purposes of this Section 2.1 and Archerwill shall be afforded an additional 10 Business Day period to match such new Acquisition Proposal from the date on which Archerwill received the Proposal Notice and all other documents and materials required to be provided to Archerwill pursuant to Section 2.1(a).

ARTICLE 3 – CORPORATE GOVERNANCE

Section 3.1 Board Representation.

(a) For so long as either (i) not less than $1,000,000 of Obligations under the Purchased Debenture remain outstanding or (ii) the Percentage of Outstanding Common Shares is equal to or greater

than 10%, (A) the number of directors constituting the full Company Board (the "**Board Size**") shall be no more than nine directors, unless Archerwill otherwise agrees, and (B) the Company Board shall not (I) propose or resolve to increase the Board Size, except with the prior written consent of Archerwill, in its sole discretion, (II) present a slate of Company Nominees to the Company Shareholders for election to the Company Board that is greater than the Board Size or (III) except with the prior written consent of Archerwill, in its sole discretion, and subject to the obligations of the directors of the Company to comply with their fiduciary duties under applicable Law, fail to recommend against any proposal by the Company Shareholders to increase the Board Size.

(b) Subject to Section 3.1(c), for so long as either (i) not less than $1,000,000 of Obligations under the Purchased Debenture remain outstanding or (ii) the Percentage of Outstanding Common Shares is equal to or greater than 10%, and the Board Size is no more than nine directors, the Company covenants and agrees to nominate for election as directors to the Company Board at any meeting of the Company Shareholders at which directors of the Company are to be elected two individuals designated in writing to the Company by Archerwill in its discretion pursuant to Archerwill's rights set forth in this Agreement (each an "**Archerwill Nominee**" and collectively, the "**Archerwill Nominees**"); provided, that (A) all such individuals shall have such skills and experience reasonably consistent with other individuals who hold directorships on companies listed on the Exchange, (B) each Archerwill Nominee shall acknowledge to the Company that, upon appointment to the Company Board, such Archerwill Nominee shall be required to act in accordance with its fiduciary duties and otherwise in accordance with applicable Law, including as to disclosure of any interest that such Archerwill Nominee has in a material contract or material transaction, whether made or proposed, with the Company, as required pursuant to the *Canada Business Corporations Act*, and (C) if, in order to prevent the Company from failing to comply with applicable Law, including the rules of any stock exchange on which the Common Shares are then listed, such individual shall satisfy such criteria or, if such criteria can be met as of such nominee's appointment to the Company Board rather than at the time of nomination without violating the applicable Law, as of such nominee's appointment to the Company Board.

(c) For greater certainty, for so long as either (i) not less than $1,000,000 of Obligations under the Purchased Debenture remain outstanding or (ii) the Percentage of Outstanding Common Shares is equal to or greater than 10%, Archerwill shall have the right to nominate for election as directors to the Company Board the greater of (A) two individuals; and (B) a number of individuals that represents 2/9ths of the number of directors comprising the Company Board (rounded up to the next whole number).

(d) For so long as Archerwill is entitled to designate one or more Archerwill Nominees, the Company shall (i) include the Archerwill Nominees in the notice of meeting, the management information circular, proxy statement and form of proxy relating to the applicable meeting of Company Shareholders as nominees of management, and (ii) (subject to the obligations of the directors of the Company to comply with their fiduciary duties under applicable Law) recommend in favor of, and solicit proxies from the Company Shareholders in favor of, the election of the Archerwill Nominees in a manner no less favorable than the manner in which the Company supports other nominees for election at any such meeting.

(e) The Company shall not do anything to frustrate or hinder the election of the Archerwill Nominees, including supporting any competing nominee for election as directors to the Company Board in any manner whatsoever.

(f) Notwithstanding anything in this Agreement to the contrary, a failure by Archerwill to designate any and all Archerwill Nominees that it is entitled to designate pursuant to this Section 3.1 at any time shall not restrict the ability of Archerwill to designate such Archerwill Nominees at any time in the future.

(g) If an Archerwill Nominee fails to be elected by the Company Shareholders as a director of the Company, Archerwill shall have the right to designate such individual as an observer to the Company Board (each such individual, a "**Board Observer**"). Each Board Observer shall be entitled to (i) receive notice of and to attend meetings of the Company Board, (ii) take part in discussions and deliberations of matters brought before the Company Board, (iii) receive notices, consents, minutes, documents and other information and materials that are sent to members of the Company Board, and (iv) receive copies of any written resolutions proposed to be adopted by the Company Board, including any resolution as approved, each at substantially the same time and in substantially the same manner as the members of the Company Board, except that the Board Observer will not be entitled to vote on any matters brought before the Board. The Board Observer will not be entitled to any compensation from the Company; provided, however, that all reasonable expenses of the Board Observer shall be reimbursed by the Company.

(h) In the event that any Archerwill Nominee ceases to serve as a director of the Company for any reason, including (A) death, disability, resignation, or removal, (B) the failure of an Archerwill Nominee to be elected at a meeting of the Company Shareholders, (C) upon any other vacancy with respect to an Archerwill Nominee, or (D) upon the inability of any Archerwill Nominee to serve as director of the Company pursuant to applicable Laws, including any circumstances where such Archerwill Nominee is unable or not permitted to serve as director in connection with obtaining any required security clearance necessary for occupying any of the prescribed roles under the Cannabis Act necessary for the Company or the Subsidiaries to maintain their licences, authorizations, approvals, or registrations under the Cannabis Act, the Company shall cause the Company Board to appoint as soon as practicable a replacement Archerwill Nominee in accordance with this Agreement and applicable Law to fill the vacancy caused thereby; provided that Archerwill remains eligible to nominate such Archerwill Nominee pursuant to Section 3.1(b) or Section 3.1(c). Notwithstanding anything to the contrary set forth in Section 3.1(a), if the Company is prevented by applicable Law from filling a vacancy with an Archerwill Nominee in accordance with the foregoing sentence of this Section 3.1(h), the Company Board shall, to the maximum extent permitted by applicable Law, promptly resolve to increase the Board Size until the next meeting of the Company Shareholders and appoint such replacement Archerwill Nominee(s) to the Company Board.

(i) For so long as either (i) not less than $1,000,000 of Obligations under the Purchased Debenture remain outstanding or (ii) the Percentage of Outstanding Common Shares is equal to or greater than 10%, Archerwill is entitled to designate one of the Archerwill Nominees, to be appointed to each committee established by the Company Board, including, for certainty, any *ad hoc* committee, special committee, strategic advisory committee or other similarly constituted committee of the Company Board formed for the purposes of, among other things, reviewing, considering or evaluating regulatory issues, strategic initiatives or material transactions involving the Company and/or its Subsidiaries; provided that, if no Archerwill Nominee is Independent, Archerwill shall, if permitted by applicable Law, have the right to designate as an observer to the Company Audit Committee one Archerwill Nominee (with the terms and conditions of the second sentence of Section 3.1(g) applying *mutatis mutandis*), but in no event shall any Archerwill Nominee be appointed to any Independent Committee if no Archerwill Nominee is Independent; provided, further, that if Archerwill provides written notice to the Company Board that it is electing to exercise its right under Section 2.1, any Archerwill Nominee appointed to, or acting as an observer of, an Independent Committee formed for the purpose of considering an Acquisition Proposal shall withdraw from such Independent Committee.

(j) Subject to Section 5.4 and the obligations of the directors of the Company to comply with their fiduciary duties under applicable Law, each Archerwill Nominee who serves on the Company Board or a committee thereof shall be at liberty from time to time to make disclosure to any member of the Archerwill Group of information relating to the Company or any Company Related Person.

(k) The Company shall use its reasonable best efforts to maintain in force a directors' and officers' insurance policy, with coverage and on terms no less favourable to the directors and officers of the Company in the opinion of the Archerwill Nominees, acting reasonably. The Company shall enter into customary indemnification agreements with each Archerwill Nominee in a form acceptable to such Archerwill Nominee. In the event that the Company consolidates with, merges with or into, or sells, conveys, transfers, leases or otherwise disposes of all or substantially all of its property and assets (in one transaction or a series of related transactions) to any Person and the Company is not the surviving entity, the Company shall cause any successor entity to assume in writing all of the obligations of the Company under any such indemnification agreement.

Section 3.2 Archerwill Approval Rights.

(a) For so long as either (i) not less than $1,000,000 of Obligations under the Purchased Debenture remain outstanding or (ii) the Percentage of Outstanding Common Shares is equal to or greater than 10%, the Company shall not (either directly or indirectly through a Subsidiary), and shall cause its Affiliates not to, take any of the following actions without the prior approval of the Company Board, which must include the unanimous approval of the Archerwill Nominees:

(i) create, incur or permit any Lien, Claim or security interest on the property and assets of the Company, or any of its Subsidiaries, other than Permitted Encumbrances, which ranks or purports to rank, or is capable of being enforced in priority to or equally with, the security interest granted pursuant to the Purchased Debenture;

(ii) enter into any Contract or other agreement, arrangement, understanding with respect to, or consummate, any transaction or series of related transactions between the Company or any of its Subsidiaries, on the one hand, and any Company Related Person, on the other hand, but excluding, subject to Section 3.2(a)**Error! Reference source not found.**, any ordinary course compensatory transaction between the Company or any of its Subsidiaries, on the one hand, and any of their respective directors, officers or employees, on the other hand, and any indemnification to which any such director, officer or other employee may be entitled from the Company or any of its Subsidiaries;

(iii) enter into any new line of business or make any material change in the Company Business; and

(iv) sell, assign, exchange, lease, release, license, transfer or abandon or otherwise dispose of, or permit any of its Subsidiaries to sell, assign, exchange, lease, release, license, transfer or abandon or otherwise dispose of, all or any of their assets, rights or properties, except for:

(A) bona fide dispositions of inventory in the Ordinary Course of Business; or

(B) dispositions of obsolete assets and other assets, provided the aggregate value of the foregoing shall not exceed $250,000.

(b) For so long as either (i) not less than $1,000,000 of Obligations under the Purchased Debenture remain outstanding or (ii) the Percentage of Outstanding Common Shares is equal to or greater than 10%, in the event that any Archerwill Nominee ceases to serve as a director of the Company for any reason, including (A) the death, disability, resignation, removal, (B) the failure of an Archerwill Nominee to be elected at a meeting of the Company Shareholders, (C) upon any other vacancy with respect to an Archerwill Nominee, or (D) upon the inability of any Archerwill Nominee to serve as director of the Company pursuant to applicable Laws, including any circumstances where such Archerwill Nominee is

unable or not permitted to serve as director in connection with obtaining any required security clearance necessary for occupying any of the prescribed roles under the Cannabis Act necessary for the Company or the Subsidiaries to maintain their licences, authorizations, approvals, or registrations under the Cannabis Act, the Company shall not (either directly or indirectly through a Subsidiary), and shall use reasonable best efforts to cause its Affiliates not to, take any of the actions set forth in Section 3.2(a) without the prior approval of Archerwill.

ARTICLE 4 – PRE-EMPTIVE RIGHT

Section 4.1 Pre-emptive Rights.

(a) During the term of this Agreement, the Company hereby grants to Archerwill the right to purchase, directly or indirectly by another member of the Archerwill Group, from time to time upon the occurrence of any Triggering Event, up to such number of Common Shares and/or Convertible Securities issuable in connection with the Triggering Event on the same terms and conditions as those issuable in connection with the Triggering Event (the "**Pre-emptive Right Securities**") which will, when added to the Common Shares beneficially owned by the Archerwill Group immediately prior to the Triggering Event, result in the Archerwill Group beneficially owning the Original Percentage immediately after giving effect to the issue of all Common Shares and/or Convertible Securities to be issued in connection with the Triggering Event.

(b) In respect of each exercise of the Pre-emptive Right, the purchase price per Pre-emptive Right Security shall be equal to the Triggering Event Price.

(c) The Company shall provide to Archerwill written notice (a "**Triggering Event Notice**") as soon as practicable (i) following a determination by the Company to effect a Triggering Event, other than a Triggering Event that arises as a result of the exercise of a Special Option, and (ii) following the exercise of a Special Option. Each Triggering Event Notice shall include the number of Pre-emptive Right Securities which Archerwill shall be entitled to purchase as a result of the applicable Triggering Event, a calculation demonstrating how such number was determined, the Triggering Event Price (if known at the time of the Triggering Event Notice and otherwise a good faith estimate of the range of the anticipated Triggering Event Price, which estimate shall not be conclusive of the final amount), the anticipated Triggering Event Closing Date and the terms and conditions of the Pre-Emptive Right Securities, if other than Common Shares. The Company shall also give Archerwill notice as promptly as practicable following the grant of a Special Option.

(d) Subject to the provisions of this Agreement, the Pre-emptive Right shall, in each instance, be exercisable by Archerwill at any time during a period of 15 Business Days following receipt of a Triggering Event Notice in accordance with Section 4.1(c) (or, in the case of a Triggering Event Notice relating to a "bought deal" offering, during a period of 5 Business Days following receipt of such Triggering Event Notice). During the period set forth in the preceding sentence, if Archerwill wishes to exercise the Pre-emptive Right, Archerwill shall deliver an irrevocable notice (an "**Exercise Notice**") in writing addressed to the Company confirming that it wishes to exercise the Pre-emptive Right in respect of such Triggering Event, specifying the number of Pre-emptive Right Securities that it shall purchase and the member(s) of the Archerwill Group to which such Pre-emptive Right Securities are to be issued, if other than Archerwill (it being understood and agreed that any Exercise Notice shall also be unconditional, except that Archerwill may condition the exercise of its Pre-emptive Rights on the consummation of the applicable Triggering Event). Provided that the Company has provided Archerwill with the Triggering Event Notice in compliance with all of the requirements of this Agreement, if the Company does not receive an Exercise Notice in respect of a Triggering Event Notice within the applicable period set out above, Archerwill shall be deemed to have not exercised the Pre-emptive Right in respect of the Triggering Event to which such

Triggering Event Notice relates and the Pre-emptive Right shall be deemed to have expired in respect of such Triggering Event.

(e) Subject to applicable Law, the Pre-emptive Right Closing of the issue of the Pre-emptive Right Securities shall occur on the Triggering Event Closing Date or such later date as the Parties may agree upon, subject to extension to obtain any required regulatory approval.

Section 4.2 Exercise of Pre-emptive Rights.

(a) Each of the Parties shall use all commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done as promptly as practicable, all things necessary, proper or advisable under applicable Law to consummate and make effective the transactions contemplated by this Article 4, including obtaining any governmental, regulatory, stock exchange or other consents, transfers, orders, qualifications, waivers, authorizations, exemptions and approvals, providing all notices and making all registrations, filings and applications necessary or desirable for the consummation of the transactions contemplated by this Article 4, including any filings with Governmental Authorities. The Company shall forthwith notify Archerwill if as a condition of obtaining any applicable regulatory approvals, including securities regulatory and stock exchange approval, the purchase price must be an amount greater than the Triggering Event Price and shall keep Archerwill fully informed and allow Archerwill to participate in any communications with such securities regulator or stock exchange regarding the exercise of Archerwill's rights under this Article 4.

(b) The obligation of the Company to consummate a purchase of Pre-emptive Right Securities under this Article 4 is subject to the fulfilment, prior to or at the applicable closing date, of each of the following conditions, any of which may be waived by the Company in writing:

(i) there shall not be in effect any Order which prohibits the consummation of the transactions contemplated by this Article 4 nor shall there be any pending Claim seeking to prohibit the consummation of the transactions contemplated by this Article 4;

(ii) no applicable Law shall have been enacted or announced which prohibits the consummation of the transactions contemplated by this Article 4 or makes such consummation illegal;

(iii) the closing of the issue and sale of the securities constituting the Triggering Event, which shall have occurred prior to, or which shall occur concurrently with, the Pre-emptive Right Closing;

(iv) any member of the Archerwill Group purchasing securities shall execute a subscription or purchase agreement, if any, which in the case of a purchase of Pre-emptive Right Securities shall be substantially in the same form as the agreements being entered into by the other participants in such Triggering Event; and

(v) any stock exchange upon which the Common Shares are then listed, shall have conditionally approved or approved the issue and sale of such securities.

(c) The obligation of Archerwill and/or its designee to consummate a purchase of Pre-emptive Right Securities under this Article 4 is subject to the fulfilment, prior to or at the applicable closing, of each of the following conditions, any of which may be waived by Archerwill and/or its designee in writing:

(i) there shall not be in effect any Order which prohibits the consummation of the transactions contemplated by this Article 4, nor shall there be any pending Claim seeking to prohibit the consummation of the transactions contemplated by this Article 4;

(ii) no applicable Law shall have been enacted or announced which prohibits the consummation of the transactions contemplated by this Article 4 or makes such consummation illegal;

(iii) the closing of the issue and sale of the securities constituting the Triggering Event, which shall have occurred prior to, or which shall occur concurrently with, the Pre-emptive Right Closing; and

(iv) any stock exchange upon which the Common Shares are then listed, shall have conditionally approved or approved the issue and sale of such securities.

(d) At or prior to the closing of any issuance of securities to the Archerwill Group under this Article 4:

(i) the Company shall deliver, or cause to be delivered, to Archerwill the applicable securities registered in the name of or otherwise credited to Archerwill or such member of the Archerwill Group as is designated in writing by it;

(ii) Archerwill shall deliver or cause to be delivered to the Company payment of the applicable purchase price by wire transfer of immediately available funds to such account or accounts designated by the Company; and

(iii) the Parties shall deliver any documents required to evidence the requirements set out in Section 4.2(a) and Section 4.2(c).

Section 4.3 No Obligations Unless Pre-emptive Right. Nothing herein contained or done pursuant hereto shall obligate Archerwill to purchase or pay for, or shall obligate the Company to issue, the Pre-emptive Right Securities except upon the exercise by Archerwill of the Pre-emptive Right in accordance with the provisions of this Article 4 and compliance with all other conditions precedent to such issue and purchase contained in this Article 4.

Section 4.4 No Rights as Holder of Pre-emptive Right Securities. Archerwill shall not have any rights whatsoever as a holder of any of the Pre-emptive Right Securities (including any right to receive dividends or other distributions therefrom or thereon) until Archerwill shall have acquired the Pre-emptive Right Securities.

ARTICLE 5 – INFORMATION RIGHTS; INSPECTION RIGHTS

Section 5.1 Annual and Quarterly Financial Information. Subject to Section 5.4, the Company agrees that, with respect to any fiscal quarter or fiscal year during the term of this Agreement, the Company shall deliver to Archerwill as promptly as practicable: (a) any Board and Audit Package relating to the Company's financial statements and management's discussion and analysis ("**MD&A**"), (b) the version of the Company's financial statements and MD&A that are approved by the Company Board or the Company Audit Committee for any fiscal quarter or fiscal year, including, in the case of audited annual financial statements, upon receiving the written consent of the Company's independent certified public accountant, which the Company shall use its reasonable best efforts to obtain, the opinion on the audited annual financial statements by the Company's independent certified public accountants, and (c)

copies of all presentations, materials or other written information provided to the Company Board and any committee thereof (including the Company Audit Committee).

Section 5.2 Additional Information Rights.

(a) Subject to Section 5.4, during the term of this Agreement the Company shall:

(i) deliver to Archerwill monthly, unaudited, internal financial reports or statements for the Company prepared for distribution to the Company Board, within fifteen Business Days of the end of each full calendar month;

(ii) prior to the end of each fiscal year and in any case within five Business Days of its or their approval by the Company Board, deliver to Archerwill the annual operating budget, prepared for approval by the Company Board from time to time, including a forecast of the Company's revenues, expenses and cash position on a month-to-month basis, and any revisions to the annual budget throughout the year; and

(iii) promptly following the end of each full calendar quarter, deliver to Archerwill an up-to-date capitalization table, including a schedule of securities outstanding or issuable at the end of such full quarter.

Section 5.3 Inspection Rights. Subject to Section 5.4 the Company shall provide Archerwill and its Representatives with access upon notice during normal business hours, to the Company's and its Subsidiaries' books and records and personnel, including executive management, so that Archerwill may conduct reasonable inspections, investigations and audits relating to the information provided by the Company pursuant to this Article 5 or such other reasonable business purposes.

Section 5.4 Confidentiality.

(a) Except as expressly permitted by the terms of any of the Transaction Agreements, during the term of this Agreement and thereafter for a period commencing on the termination of this Agreement and ending on the one-year anniversary thereof:

(i) the Recipient shall, and shall cause its Affiliates and its and their respective Representatives, to hold the Confidential Information in confidence, and shall not, directly or indirectly, disclose, reveal, divulge or communicate to any Person, other than its Representatives or its Affiliates who reasonably need to know such information in providing services to such Recipient, any Confidential Information without the prior written consent of the Discloser. If any disclosures are made in connection with providing services to the Recipient under this Agreement or any Transaction Agreement, then the Confidential Information so disclosed shall be disclosed solely to the extent necessary to perform such services. The Recipient shall use the same degree of care to prevent and restrain the unauthorized use or disclosure of Confidential Information by any of their Representatives as they currently use for their own confidential information of a like nature, but in no event less than a reasonable standard of care;

(ii) notwithstanding anything to the contrary set forth in this Section 5.4, no consent of the Discloser shall be required for the Recipient to disclose Confidential Information of the Discloser if such disclosure is required by applicable Law or the failure to disclose such Confidential Information would be inconsistent with the fiduciary duties of the board of directors of the Recipient, including, for greater certainty, the rules of any stock exchange upon which securities of the Recipient or any of its Affiliates are traded and any requirement to disclose

information to any Taxing Authority; provided that the Recipient shall use commercially reasonable efforts to give prior written notice to the Discloser and a reasonable opportunity for the Discloser to review and comment on the requisite disclosure before it is made. Further, in the event the Recipient is requested or required (including by interrogatories, subpoena or similar process) to disclose any Confidential Information of the Discloser, the Recipient shall provide the Discloser with prompt written notice of such request (if legally permitted) so the Discloser may consider whether it wishes to seek an appropriate protective order. In the absence of a protective order, the Recipient shall disclose only such Confidential Information as is legally required and shall use commercially reasonable efforts to ensure the confidentiality of any such Confidential Information that is disclosed; and

(iii) upon demand by Discloser upon the termination of this Agreement, the Recipient agrees, to the extent practicable, to promptly return or destroy, at the Discloser's option, all tangible embodiments of Confidential Information and certify to such return or destruction in writing.

(b) To the extent that any of the information or documents furnished or otherwise made available pursuant to this Agreement constitutes information or documents that may be subject to an solicitor-client privilege or protection (including solicitor-client privilege, solicitor work-product protections and confidentiality protections) or any other applicable privilege or protection concerning pending or threatened Claims, the Parties understand and agree that they have a commonality of interest with respect to such matters and it is their desire, intention and mutual understanding that the sharing of such material and information is not intended to, and shall not, waive or diminish in any way the confidentiality of such material or information or its continued protection under such privileges and protections.

ARTICLE 6 – TERMINATION; SURVIVAL

Section 6.1 Termination. Subject to Section 6.2, this Agreement is effective as of the date hereof and shall terminate automatically on the earliest to occur of:

(a) the point in time when the Percentage of Outstanding Common Shares ceases to be at least five percent;

(b) the election of Archerwill to terminate this Agreement by delivery of a written notice to the Company of such election if (i) the Company is adjudicated bankrupt, has failed to vacate an involuntary bankruptcy or reorganization petition within sixty days of the date of such filing, files such a petition on a voluntary basis, fails to vacate the appointment of a receiver or trustee for it or for a substantial portion of its assets within sixty days of such appointment, makes a voluntary assignment for the benefit of the Company's creditors or ceases to do business as a going concern or (ii) in the event of a Claim brought by the Archerwill Group, a court of competent jurisdiction having finally determined (after the Company having had a reasonably opportunity to cure such breach, after written notice from Archerwill of such breach and all appeal rights having expired or all time periods for appeal having expired without appeals having been taken), that the Company shall have materially breached Article 2, Article 3, Article 4 or Article 5 of this Agreement, and such breach constitutes a material breach of this Agreement, and, as a consequence of such breach, ordered the termination of this Agreement; and

(c) the date on which this Agreement is terminated by the mutual consent of the Parties.

Section 6.2 Survival. Upon the expiration or termination of this Agreement pursuant to Section 6.1, this Agreement shall immediately thereafter become void and have no effect, and (a) none of the Company, its Affiliates or any of its or their respective Representatives shall have any liability to any

member of the Archerwill Group or any of their respective Affiliates or any of their respective Representatives, and (b) no member of the Archerwill Group or any of their respective Affiliates or any of their respective Representatives shall have any liability to the Company, its Affiliates or any of its or their respective Representatives pursuant to this Agreement, except that the obligations and terms contained in Article 1, Section 3.1(k), Section 5.4, this Section 6.2, Article 7, and all obligations accrued or related to a period in time prior to the expiration or termination of this Agreement shall survive any expiration or termination of this Agreement; provided, however, that: (i) the expiration or termination of this Agreement shall not discharge any of Party's obligations to pay any amount owing and payable as of the date of expiration or termination of this Agreement; and (ii) nothing in this Section 6.2 shall limit the survival of any provision contemplated by any of the Transaction Agreements to the extent such provision expressly survives the expiration or termination of such Transaction Agreement.

ARTICLE 7 – GENERAL PROVISIONS

Section 7.1 Notices. All notices and other communications given or made hereunder by one or more Parties to one or more of the other Parties shall, unless otherwise specified herein, be in writing and shall be deemed to have been duly given or made on the date of receipt by the recipient thereof if received prior to 5:00 p.m. in the place of receipt and such day is a Business Day (or otherwise on the next succeeding Business Day) if (a) served by personal delivery or by an internationally recognized overnight courier service upon the Party or Parties for whom it is intended, (b) delivered by registered or certified mail, return receipt requested or (c) sent by email; provided that the email transmission is promptly confirmed by telephone or otherwise or clearly evidenced. Such communications must be sent to the respective Parties at the following street addresses or email addresses or at such other street address or email address for a Party as shall be specified for such purpose in a notice given in accordance with this Section 7.1 (it being understood that rejection or other refusal to accept or the inability to deliver because of changed street address or email address of which no notice was given shall be deemed to be receipt of such communication as of the date of such rejection, refusal or inability to deliver):

If to the Company:

Canada House Cannabis Group Inc.
1773 Bayly Street
Pickering, Ontario L1W 2Y7
Attention: Chris Churchill-Smith, Chief Executive Officer
Telephone: <redacted – confidential information>
Email: <redacted – confidential information>

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

Caravel Law
342 Queen Street West, Suite 200
Toronto, Ontario M5V 2A2
Attention: Jeffrey Klam
Telephone: <redacted – confidential information>
Email: <redacted – confidential information>

If to Archerwill or any other member of the Archerwill Group:

Archerwill Investments Inc.
3 Brookfield Road
Toronto, Ontario M2P 1B1

Attention: Irvine Weitzman
Telephone: <redacted – confidential information>
Email: <redacted – confidential information>

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

Blake, Cassels & Graydon LLP
199 Bay Street, Suite 4000
Toronto, Ontario M5L 1A9
Attention: Jake Gilbert
Telephone: <redacted – confidential information>
Email: <redacted – confidential informa ion>

Section 7.2 Expenses. Except as provided in the Subscription Agreement, all costs, fees and expenses incurred in connection with this Agreement and any transactions contemplated by this Agreement, including all costs, fees and expenses of its Representatives, shall be paid by the Party incurring such cost, fee or expense.

Section 7.3 Severability. The provisions of this Agreement shall be deemed severable and the illegality, invalidity or unenforceability of any provision shall not affect the legality, validity or enforceability of the other provisions of this Agreement. If any provision of this Agreement, or the application of such provision to any Person or any circumstance, is illegal, invalid or unenforceable, (a) a suitable and equitable provision to be negotiated by the Parties, each acting reasonably and in good faith shall be substituted therefor in order to carry out, so far as may be legal, valid and enforceable, the intent and purpose of such illegal, invalid or unenforceable provision, and (b) the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected by such illegality, invalidity or unenforceability, nor shall such illegality, invalidity or unenforceability affect the legality, validity or enforceability of such provision, or the application of such provision, in any other jurisdiction.

Section 7.4 Entire Agreement. This Agreement and the Transaction Agreements constitute the entire agreement between the Parties with respect to the subject matter hereof and thereof and supersede all other prior and contemporaneous agreements, negotiations, understandings, representations and warranties, whether oral or written, with respect to such matters.

Section 7.5 No Third-Party Beneficiaries. The Parties hereby agree that their respective representations, warranties and covenants set forth in this Agreement are solely for the benefit of the other, subject to the terms and conditions of this Agreement, and this Agreement is not intended to, and does not, confer upon any Person any rights or remedies, express or implied, hereunder, including, without limiting the generality of Section 7.4, the right to rely upon the representations and warranties set forth in this Agreement.

Section 7.6 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, legal representatives and permitted assigns. No Party may assign any of its rights or interests or delegate any of its obligations under this Agreement, in whole or in part, by operation of Law or otherwise (including pursuant to the division of a limited liability company), without the prior written consent of the other Parties not seeking to assign any of its rights or interests or delegate any of its obligations and any attempted or purported assignment or delegation in violation of this Section 7.6 shall be null and void; provided, however, that Archerwill or any member of the Archerwill Group that is a Holder may assign any of its interests to any other member of the Archerwill Group (including any member of the Archerwill Group to whom Common Shares or the Purchased

Debenture or Purchased Warrant, as applicable, are transferred pursuant to the terms and conditions of the subject document), so long as Archerwill or such Holder provides the Company with advance written notice thereof and, as applicable, complies with any obligations with respect to any transfers, in which event all references to Archerwill or such Holder in this Agreement shall be deemed references to such other member of the Archerwill Group; provided that no assignment, delegation or designation shall relieve Archerwill or any such Archerwill of any of its obligations pursuant to this Agreement unless the Parties enter into a novation.

Section 7.7 Amendment or Other Modification; Waiver.

(a) Subject to the provisions of applicable Law, this Agreement may be amended or otherwise modified only by a written instrument duly executed and delivered by the Parties.

(b) The conditions to each of the respective Parties' obligations to consummate the transactions contemplated by this Agreement are for the sole benefit of such Party and may be waived by such Party in whole or in part to the extent permitted by applicable Law; provided, however, that any such waiver shall only be effective if made in a written instrument duly executed and delivered by the Party against whom the waiver is to be effective. No failure or delay by any Party in exercising any right, power or privilege hereunder or under applicable Law shall operate as a waiver of such rights and, except as otherwise expressly provided herein, no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

Section 7.8 Governing Law and Venue; Submission to Jurisdiction; Selection of Forum; Waiver of Trial by Jury.

(a) This Agreement shall be in all respects governed by and construed and interpreted in accordance with the Laws of the Province of Ontario and the federal Laws of Canada applicable therein, without regard to the conflicts of laws provisions, rules or principles thereof (or any other jurisdiction) to the extent that such provisions, rules or principles would direct a matter to another jurisdiction.

(b) Each of the Parties agrees that: (i) it shall bring any Claim in connection with, arising out of or otherwise relating to this Agreement, any instrument or other document delivered pursuant to this Agreement or the transactions contemplated by this Agreement exclusively in the Chosen Court; and (ii) solely in connection with such Claims, it (A) irrevocably and unconditionally submits to the exclusive jurisdiction of the Chosen Court, (B) irrevocably waives any objection to the laying of venue in any such Claim in the Chosen Court, (C) irrevocably waives any objection that the Chosen Court is an inconvenient forum or does not have jurisdiction over any Party, (D) agrees that mailing of process or other papers in connection with any such Claim in the manner provided in Section 7.1 or in such other manner as may be permitted by applicable Law shall be valid and sufficient service thereof and (E) shall not assert as a defense any matter or Claim waived by the foregoing clauses (A) through (D) of this Section 7.8(b) or that any Order issued by the Chosen Court may not be enforced in or by the Chosen Court.

(c) Each Party acknowledges and agrees that any controversy which may be connected with, arise out of or otherwise relate to this Agreement, any instrument or other document delivered pursuant to this Agreement or the transactions contemplated by this Agreement is expected to involve complicated and difficult issues, and therefore each Party irrevocably and unconditionally waives to the fullest extent permitted by applicable Law any right it may have to a trial by jury with respect to any Claim, directly or indirectly, connected with, arising out of or otherwise relating to this Agreement, any instrument or other document delivered pursuant to this Agreement or the transactions contemplated by this Agreement. Each Party hereby acknowledges and certifies that (i) no Representative of the other Parties has represented, expressly or otherwise, that such other Parties would not, in the event of any Claim, seek to enforce the

foregoing waiver, (ii) it understands and has considered the implications of this waiver, (iii) it makes this waiver voluntarily and (iv) it has been induced to enter into this Agreement and the transactions contemplated by this Agreement by, among other things, the mutual waivers, acknowledgments and certifications set forth in this Section 7.8.

Section 7.9 Injunctive Relief. Each of the Parties acknowledges and agrees that the rights of each Party contemplated by this Agreement, including those with respect to the consummation of any transactions contemplated hereby, are special, unique and of extraordinary character and that if for any reason any of the provisions of this Agreement are not performed in accordance with their specific terms or are otherwise breached, immediate and irreparable harm or damage would be caused for which money damages would not be an adequate remedy. Accordingly, each Party agrees that in addition to any other available remedies a Party may have in equity or at law, each Party shall be entitled to enforce specifically the terms and provisions of this Agreement and to obtain an injunction restraining any breach or violation or threatened breach or violation of the provisions of this Agreement, consistent with the provisions of Section 7.8(b), in the Chosen Court without necessity of posting a bond or other form of security. In the event that any Claim should be brought in equity to enforce the provisions of this Agreement, no Party shall allege, and each Party hereby waives the defense, that there is an adequate remedy at law.

Section 7.10 Further Assurances. Each of the Parties shall promptly do, make, execute, deliver, or cause to be done, made, executed or delivered, all such further acts, documents and things as may reasonably be required to carry out the provisions of this Agreement and to give effect to the transactions contemplated by this Agreement.

Section 7.11 Counterparts. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by electronic transmission, including in portable document format (.pdf), shall be deemed as effective as delivery of an original executed counterpart of this Agreement.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed and delivered as of the date first written above.

CANADA HOUSE CANNABIS GROUP INC. (d/b/a CANADA HOUSE WELLNESS GROUP)

By: _____

Name: Chris Churchill-Smith
Title: Chief Executive Officer

ARCHERWILL INVESTMENTS INC.

By: _____

Name: Irvine Weitzman
Title: President

EXHIBIT B

FORM OF PURCHASED DEBENTURE CERTIFICATE

(*attached*)

UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY AND ANY UNDERLYING SECURITIES MUST NOT TRADE SUCH SECURITIES BEFORE [●], 2020.[1]

THIS DEBENTURE AND THE SECURITIES ISSUABLE UPON CONVERSION OF THIS DEBENTURE ARE SUBJECT TO THE INVESTOR RIGHTS AGREEMENT DATED AS OF THE DATE HEREOF (THE "INVESTOR RIGHTS AGREEMENT") BETWEEN CANADA HOUSE CANNABIS GROUP INC. (THE "COMPANY") AND ARCHERWILL INVESTMENTS INC. A COPY OF THE INVESTOR RIGHTS AGREEMENT SHALL BE FURNISHED OR OTHERWISE MADE AVAILABLE BY OR ON BEHALF OF THE COMPANY TO THE HOLDER OF THIS DEBENTURE UPON REQUEST.

8.00% SECURED CONVERTIBLE DEBENTURE DUE [●], 2025[2]

CANADA HOUSE CANNABIS GROUP INC.

Debenture Certificate Number: CD-2020-001

Original Issuance Date: [●], 2020[3]

Principal Amount: CDN$6,500,000.00

CANADA HOUSE CANNABIS GROUP INC. (d/b/a CANADA HOUSE WELLNESS GROUP), a corporation existing under the *Canada Business Corporations Act* (the "**Company**"), for value received, hereby acknowledges itself indebted and promises to pay to or to the order of ARCHERWILL INVESTMENTS INC. (hereinafter referred to as the "**Holder**"), the principal amount of SIX MILLION dollars ($6,500,000.00) (the "**Principal Amount**") in lawful money of Canada in the manner hereinafter provided at the foregoing address of the Holder, or at such other place or places as the Holder may designate by notice in writing to the Company, on [●], 2025[4] or such earlier date as the Principal Amount may become due and payable (the "**Maturity Date**"), and, if so required in accordance with the terms of this Debenture, to pay interest to the Holder on the Principal Amount outstanding from time to time owing hereunder to the date of payment as hereinafter provided, both before and after maturity or demand, default and judgment.

The Holder shall have the right, at its sole option, at any time, and from time to time, prior to 5:00 p.m. (Eastern time) on the Business Day (as defined herein) immediately preceding the Maturity Date to convert, for no additional consideration, all or (subject to the terms and conditions set forth below) any part of the Principal Amount then outstanding into fully paid and non-assessable Common Shares (as defined herein), at the Conversion Price (as defined herein), subject to adjustment in certain events, and, in certain circumstances provided for in this Debenture, the right to convert for no additional consideration all or (subject to the terms and conditions set forth below) any part of the accrued and unpaid interest owing under this Debenture into fully paid and non-assessable Common Shares (as defined herein), at the Conversion Price.

Unless the Holder exercises the Conversion Rights (as defined herein) attached to this Debenture, the Principal Amount owing, or the portion of the Principal Amount which has yet to be converted, together with any accrued and unpaid interest owing thereon, as well as any fees, costs, charges and expenses from time to time due and owing under this Debenture, shall be due and payable on the Maturity Date in

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[1] Insert the date that is four months and a day following the Closing Date.

[2] Insert the date that is five years following the Closing Date.

[3] Insert the Closing Date.

[4] Insert the date that is five years following the Closing Date.

accordance with the terms hereof. This Debenture is issued subject to the terms and conditions appended hereto as Schedule A.

IN WITNESS WHEREOF, the Company has caused this Debenture to be executed by a duly authorized officer.

DATED this ____ day of _____, 2020.

CANADA HOUSE CANNABIS GROUP INC.
(d/b/a CANADA HOUSE WELLNESS GROUP)

Per: _____
Name: Chris Churchill-Smith
Title: Chief Executive Officer

SCHEDULE A -TERMS AND CONDITIONS FOR
8.00% SECURED CONVERTIBLE DEBENTURE

ARTICLE 1 – INTERPRETATION

Section 1.1 Defined Terms. In this Debenture, the following terms shall have the following meanings:

"**Acquisition Proposal**" means any proposal, offer, inquiry or indication of interest (written or oral) (a) relating to a merger, joint venture, partnership, exclusive license, amalgamation, consolidation, dissolution, liquidation, tender offer, take-over bid, recapitalization, reorganization, spin-off, share exchange, issuance of securities convertible into or exercisable or exchangeable for equity securities, plan of arrangement, business combination, sale, disposition, transfer or similar transaction involving the Company or any of its Subsidiaries or (b) to make an acquisition by any Person or Persons acting Jointly/In Concert with each other, that, in each of the foregoing clauses (a) and (b), if consummated, would result in any Person or Persons acting Jointly/In Concert with each other becoming the beneficial owner of, directly or indirectly, in one or a series of related transactions, of: (i) equity securities (including securities convertible into or exercisable or exchangeable for equity securities) representing 20% or more of the total voting power of the equity securities of the Company; or (ii) assets to which 50% or more of the consolidated revenues or net income of the Company is attributable, or representing 50% or more of the consolidated total assets of the Company (it being understood that assets include equity securities of Subsidiaries of the Company), in each case other than the transactions contemplated by this Debenture.

"**Approvals**" has the meaning attributed thereto in Section 3.5(a).

"**Business Day**" means any day other than a Saturday, Sunday or other day on which commercial banks in Toronto, Ontario are authorized or required by Law to close.

"**Canadian Securities Laws**" means, collectively, the applicable securities Laws of each of the provinces and territories of Canada and the respective regulations, instruments and rules made under those securities Laws, together with all applicable published policy statements, notices, blanket orders and rulings of the securities commissions or securities regulatory authorities of Canada and of each of the provinces and territories.

"**Cannabis**" has the meaning given to the term under the Cannabis Act.

"**Cannabis Accessories**" has the meaning given to the term under the Cannabis Act.

"**Cannabis Act**" means the *Cannabis Act*, S.C. 2018, c.16 as the same may be amended from time to time and includes all regulations, orders, directives and policies issued thereunder, any successor or replacement legislation, orders, directives and policies.

"**Cannabis-Related Activities**" means any activities (including advertising or promotional activities) relating to or in connection with the possession, exportation, importation, cultivation, production, processing, purchase, distribution or sale of Cannabis, Cannabis Accessories or services related to Cannabis of whatsoever nature or kind.

"**Capital Lease**" means a lease with respect to which the lessee is required concurrently to recognize the acquisition of an asset and the incurrence of a liability in accordance with the accounting standards applicable to such lessee.

"**Change of Control Transaction**" has the meaning attributed thereto in Section 7.1(c).

"**Chosen Court**" means the Ontario Superior Court of Justice (Commercial List).

"**Claim**" means any claim, cause of action, action, demand, lawsuit, investigation, review, grievance, citation, summons, subpoena, inquiry, audit, hearing, originating application to a tribunal, arbitration or other similar proceeding of any nature, civil, criminal, regulatory, administrative or otherwise, whether in equity or at law, in contract or in tort or otherwise.

"**Closing Date**" has the meaning ascribed to such term in the Subscription Agreement.

"**Common Share**" means any common share in the capital of the Company.

"**Common Share Reorganization**" has the meaning attributed thereto in Section 3.4(a)(i).

"**Company**" has the meaning ascribed to such term in the legend on the face of this Debenture.

"**Company Business**" means the business carried on by the Company on the Closing Date, consisting of the possession, exportation, importation, cultivation, production, processing, purchase, distribution and sale of Cannabis and Cannabis related products, Cannabis Accessories or services related to Cannabis, including the operation of clinics primarily for medicinal Cannabis-Related Activities and the development, sale and provision of software and services for software-as-a-service (SaaS) for medical marijuana patient management.

"**Company Disclosure Letter**" means the confidential disclosure letter dated July 15, 2020 delivered to the Holder by the Company delivered in connection with the Subscription Agreement.

"**Company Security Agreement**" means the general security agreement dated the date hereof made by the Company in favour of the Holder, as may be amended, supplemented, restated or replaced from time to time, constituting a first-priority Lien (subject to Permitted Encumbrances) over all present and future property (both real and personal) of the Company, including all shares or similar Equity Interests in which the Company has any right, title or interest.

"**Company Shareholders**" means the beneficial owners of Common Shares.

"**Conversion Notice**" has the meaning attributed thereto in Section 3.3.

"**Conversion Price**" means $0.05 per Common Share, subject to adjustment in accordance with the provisions of Section 3.4, in which case it shall mean the adjusted price in effect at such time after such adjustment.

"**Conversion Right**" has the meaning attributed thereto in Section 3.1.

"**Debenture**" means this secured convertible debenture.

"**Designated Event**" has the meaning attributed thereto in Section 7.1(a).

"**Equity Interests**" of a Person means any pre-emptive or other outstanding rights, options, warrants, units, restricted stock or shares, conversion rights, stock appreciation rights, redemption rights, repurchase rights, agreements, arrangements, calls, understanding commitments or rights of any kind.

"**Event of Default**" has the meaning attributed thereto in Section 8.1(a).

"**Exchange**" means the Canadian Securities Exchange, or any successor entity thereto or if the Common Shares are no longer listed, traded or quoted thereon, any other securities exchange or quotation system on which the Common Shares are listed, traded or quoted.

"**Governmental Authority**" means any Canadian, U.S., non-U.S., non-Canadian or supranational government or governmental (including public international organizations), quasi-governmental, regulatory or self-regulatory authority (including any stock exchange or other self-regulatory organization), agency, commission, body, department or instrumentality or any court, tribunal or arbitrator or other entity or subdivision thereof or other legislative, executive, administrative or judicial entity or subdivision thereof, in each case of competent jurisdiction.

"**Indebtedness**" has the meaning attributed thereto in Section 8.1(a)(xi).

"**Interest Conversion Right**" has the meaning attributed thereto in Section 3.2(a).

"**Investor Rights Agreement**" means the investor rights agreement dated as of the date hereof between the Company and the Holder.

"**IsoCanMed**" means IsoCanMed Inc., a corporation amalgamated under the laws of Canada.

"**IsoCanMed Promissory Notes**" means the promissory notes issued on May 29, 2020 by IsoCanMed in the aggregate amount of $12,500,000.

"**Issue Date**" has the meaning attributed thereto in Section 3.3.

"**Jointly/In Concert**" has the meaning ascribed to the term "jointly or in concert" in National Instrument 62-104 – *Take-Over Bids and Issuer Bids*, with necessary modifications where the term is used in the context of a transaction that is not a take-over bid or issuer bid.

"**Law**" means any Canadian, U.S., non-U.S., non-Canadian, federal, provincial, state, territorial, local, municipal or other law, statute, constitution, principle of common law, ordinance, code, standard, rule, regulation, ruling or requirement issued, enacted, adopted, promulgated, implemented or otherwise put into effect by or under the authority of any Governmental Authority or any Order.

"**Lien**" means, with respect to any Person, any mortgage, lien, pledge, charge, security interest, assignment, encumbrance, lien (statutory or otherwise), any interest or title of any vendor, lessor, lender or other secured party to or of such Person under any conditional sale or other title retention agreement or Capital Lease, upon or with respect to any property of such Person, or other encumbrance of any nature or any other arrangement or condition that in substance secures payment or performance of an obligation.

"**Lind Partners Loan**" means the convertible security funding agreement dated September 10, 2019 between the Company and Lind Global Macro Fund, LP for the issue of up to $14,587,500 aggregate principal amount of 8.00% convertible secured debentures of the Company.

"**Market Price**" of the Common Shares means, at any date, the market price of the Common Shares determined in accordance with section 1.11 of National Instrument 62-104 – *Takeover Bids and Issuer Bids*.

"**Material Adverse Change**" means any change, effect, development, event, occurrence, circumstance, state of facts or violation that, individually or in the aggregate, is or is reasonably likely to have a Material Adverse Effect.

"**Material Adverse Effect**" means the effect resulting from, following the date hereof, any change, event, violation, inaccuracy or circumstance that is materially adverse to the business, assets (including intangible assets), liabilities, capitalization, ownership, prospects, financial condition, or results of operations of the Company and the Subsidiaries, taken as a whole.

"**Material Lease**" means any lease of the properties or assets of the Company or any of its Subsidiaries that is material to the business, financial condition, results or operations of the Company or any of its Subsidiaries, which shall include the Company's indoor production facility located in Pickering, Ontario and any other lease whose operations contributes 10% or more of the Company's revenue or production, as applicable, on a consolidated basis for the most recently completed financial reporting period then ended.

"**Material Subsidiary**" means (a) a Subsidiary whose total assets (consolidated in the case of a Subsidiary which itself has subsidiaries) or gross revenues (consolidated in the case of a Subsidiary which itself has subsidiaries) represent not less than 10% of the consolidated total assets or, as the case may be, consolidated gross revenues of the Company, in each case net of minority interests, and (b) any Subsidiary not included in clause (a) of this definition which the Company designates, by written notice to the Holder, to be a Material Subsidiary.

"**Maturity Date**" has the meaning attributed thereto in Section 2.1.

"**Medical Cannabis-Related Activities**" means any Cannabis-Related Activities conducted solely for medical purposes.

"**Non-Medical Cannabis Jurisdiction**" means any country in which it is legal in all political subdivisions therein (including for greater certainty on a federal, provincial, state, territorial and municipal basis) to undertake Non-Medical Cannabis-Related Activities. Uruguay and Canada are the sole Non-Medical Cannabis Jurisdictions as at the date of this Debenture.

"**Non-Medical Cannabis-Related Activities**" means Cannabis-Related Activities other than Medical Cannabis-Related Activities.

"**Obligations**" means (a) all monies now or at any time and from time to time hereafter owing or payable by the Company to the Holder and all obligations (whether now existing, presently arising or created in the future) of the Company in favour of the Holder, and whether direct or indirect, absolute or contingent, matured or not, whether arising from agreement or dealings between the Holder and the Company or from any agreement or dealings with any other Person by which the Holder may be or become in any manner whatsoever a creditor or other obligee of the Company or however otherwise arising and whether the Company is bound alone or with another or others and whether as principal or surety, including monies payable or obligations arising in connection with this Debenture or any other Security Document, (b) all expenses, costs and charges incurred by or on behalf of the Holder in connection with this Debenture or any other Security Document, and (c) the strict performance and observance by the Company of all agreements, warranties, representations, covenants and conditions of the Company made pursuant to this Debenture or any other Security Document.

"**Order**" means any order, award, judgment, injunction, writ, decree (including any consent decree or similar agreed order or judgment), directive, settlement, stipulation, ruling, determination, decision or verdict, whether civil, criminal or administrative, in each case, that is entered, issued, made or rendered by any Governmental Authority.

"**Ordinary Course of Business**" means the conduct by the Company of the Company Business in accordance with the Company's normal day-to-day operations, customs, practices and procedures and, for the avoidance of doubt, no action taken to specifically respond to COVID-19 shall constitute the "Ordinary Course of Business".

"**Permitted Encumbrances**" has the meaning ascribed to such term in Section 6.2(c).

"**Permitted Indebtedness**" means, in respect of the Company or any of the Subsidiaries, the following:

(a) any indebtedness owing as disclosed in Section 1.1(c) of the Company Disclosure Letter;

(b) any indebtedness owing hereunder or under the Security Documents;

(c) trade payables incurred in the Ordinary Course of Business;

(d) any indebtedness owing to:

(i) the Company by any of the Subsidiaries; and

(ii) any of the Subsidiaries by the Company;

(e) indebtedness, at any time not to exceed $6,000,000 in the aggregate (not including amounts owing on the IsoCanMed Promissory Notes), incurred by IsoCanMed;

(f) the IsoCanMed Promissory Notes; and

(g) Permitted Subordinated Indebtedness;

in each case, as approved by the Holder pursuant to the terms of the Investor Rights Agreement, if required.

"**Permitted Subordinated Indebtedness**" means any and all other indebtedness, not including Permitted Indebtedness, incurred or assumed by the Company or any of its Subsidiaries owing at any time after the Closing Date, not to exceed in the aggregate $7,500,000, in respect of which all obligations of payment and performance, together with all security interests or collateral granted as security for payment and performance, are fully postponed and subordinated to the indebtedness owed to and security held by the Holder.

"**Person**" means any individual, corporation (including not-for-profit), general or limited partnership, limited liability company, joint venture, association, joint-stock company, estate, trust, organization, Governmental Authority or other entity of any kind or nature.

"**Per Share Cost**" has the meaning attributed thereto in Section 3.4(a)(ii).

"**Representatives**" means, with respect to any Person, any director, principal, partner, manager, member (if such Person is a member-managed limited liability company or similar entity), employee (including any officer), consultant, investment banker, financial advisor, legal counsel, attorney-in-fact, accountant or other advisor, agent or other representative of such Person, in each case acting in their capacity as such.

"**Rights Offering**" has the meaning attributed thereto in Section 3.4(a)(ii).

"**Rights Offering Securities**" has the meaning attributed thereto in Section 3.4(a)(ii).

"**Rights Period**" has the meaning attributed thereto in Section 3.4(a)(ii).

"**Security Documents**" means, collectively, (i) this Debenture, (ii) the Company Security Agreement, (iii) the Subsidiary Security Agreements, (iv) the Subsidiary Guarantees, and (v) all other agreements, hypothecs and other instruments delivered to the Holder by the Company (whether now existing or presently arising) for the purpose of establishing, perfecting, preserving or protecting any security held by the Holder in respect of any Obligations.

"**Subordination Agreement**" means the subordination agreement dated the date hereof among the Holder, the holders of the IsoCanMed Promissory Notes and the Company, as may be amended, supplemented, restated or replaced from time to time, subordinating the Holder's security interest over the IsoCanMed assets to the security interest of the holders of the IsoCanMed Promissory Notes.

"**Subscription Agreement**" means the subscription agreement dated July 15, 2020 between the Company and the Holder.

"**Subsidiary**" means, with respect to any Person, any other Person of which at least a majority of (a) the securities or ownership interests of such other Person having by their terms ordinary voting power to elect a majority of the board of directors or other individuals performing similar functions or (b) the equity or ownership interests of such other Person, in each case, is directly or indirectly owned or controlled by such first Person and/or by one or more of its Subsidiaries.

"**Subsidiary Guarantees**" means the guarantees dated the date hereof, and at any time hereafter, guaranteeing the Obligations hereunder made by any Subsidiary in favour of the Holder, as may be amended, supplemented, restated or replaced from time to time.

"**Subsidiary Guarantors**" means Abba Medix Corp., Canada House Clinics Inc., 690050 NB Inc. (d/b/a Knalysis Technologies Inc.) and IsoCanMed Inc., and each other Subsidiary party from time to time to a Subsidiary Guarantee.

"**Subsidiary Security Agreements**" means the mortgages, hypothecs and any other security agreements made by any of the Subsidiary Guarantors in favour of the Holder, as set forth in Schedule B, as may be amended, supplemented, restated or replaced from time to time, constituting a first-priority Lien (subject to Permitted Encumbrances) over all present and future property (both real and personal) of each Subsidiary Guarantor, including all shares or similar Equity Interests in which each Subsidiary Guarantor has any right, title or interest.

"**Successor Entity**" has the meaning attributed thereto in Section 7.1(c).

"**Taxes**" means any and all foreign, Canadian or United States federal, provincial, state, local, and other taxes, levies, fees, imposts, duties, and similar governmental charges (including any interest, fines, assessments, penalties or additions to tax imposed in connection therewith or with respect thereto) including those imposed on, measured by, or computed with respect to income, franchise, profits or gross receipts, alternative or add-on minimum, margin, ad valorem, value added, capital gains, sales, harmonized sales, goods and services, use, employer health, real or personal property, land, land transfer, escheat or unclaimed property taxes (or similar), environmental, capital stock, license, branch, payroll, estimated, withholding, employment, social security (or similar), insurance, disability, workers compensation, employment/unemployment insurance, compensation, utility, severance, production, excise, stamp, occupation, premium, windfall profits, transfer and gains taxes, registrations, net worth, and customs duties,

surtaxes, and health insurance and government pension plan premiums or contributions, whether disputed or not.

"**trading day**" means a day on which the Exchange is open for trading (or if the Company's Common Shares are not then listed on the Exchange, such other recognized stock exchange or quotation system on which the Common Shares may trade or be quoted).

"**Transaction Documents**" has the meaning ascribed to such term in the Subscription Agreement, excluding this Debenture.

"**Unrestricted Subsidiary**" means, at any time, any Subsidiary that is not a Subsidiary Guarantor. On the date hereof, the Unrestricted Subsidiaries are 2104071 Alberta Inc. and IsoCanMed R&D Inc.

"**Warrant Certificate**" means the warrant certificate to be dated as of the date hereof between the Company and the Holder.

Section 1.2 Other Terms; Interpretation and Construction

(a) Unless otherwise specified herein, all Preamble, Section, clause and Schedule references used in this Debenture are to the preamble, sections, clauses and schedules to this Debenture.

(b) Unless the context otherwise requires, for purposes of this Debenture: (i) if a term is defined as one part of speech (such as a noun), it shall have a corresponding meaning when used as another part of speech (such as a verb); (ii) the terms defined in the singular shall have a comparable meaning when used in the plural and vice versa; (iii) words importing the masculine gender shall include the feminine and neutral genders and vice versa; (iv) whenever the words "includes" or "including" are used, they shall be deemed to be followed by the words "without limitation"; and (v) the words "hereto," "hereof," "hereby," "herein," "hereunder" and similar terms in this Debenture shall refer to this Debenture as a whole and not any particular provision of this Debenture.

(c) Except as otherwise specifically provided herein or the context otherwise requires, the term "dollars" and the symbol "$" mean Canadian dollars and all amounts in Debenture shall be paid in Canadian dollars, and in the event any amounts, costs, fees or expenses incurred by the Company or the Holder pursuant to this Debenture are denominated in a currency other than Canadian dollars, to the extent applicable, the Canadian dollar equivalent for such costs, fees and expenses shall be determined by converting such other currency to Canadian dollars at the foreign exchange rates published by the Bank of Canada or, if not reported thereby, another authoritative source reasonably determined by the Company, in effect at the time such amount, cost, fee or expense is incurred, and in the event the resulting conversion yields a number that extends beyond two decimal points, rounded to the nearest penny.

(d) Except as otherwise specifically provided herein, when calculating the period of time within which, or following which, any action is to be taken pursuant to this Debenture, the date that is the reference day in calculating such period shall be excluded and if the last day of the period is a non-Business Day, the period in question shall end on the next Business Day or if any action must be taken hereunder on or by a day that is not a Business Day, then such action may be validly taken on or by the next day that is a Business Day. References to a number of days shall refer to calendar days unless Business Days are specified.

(e) The Company and the Holder have jointly negotiated and drafted this Debenture, and if an ambiguity or a question of intent or interpretation arises, this Debenture shall be construed as if drafted

jointly by the Company and the Holder, and no presumption or burden of proof shall arise favoring or disfavoring the Company or the Holder by virtue of the authorship of any provision of this Debenture.

ARTICLE 2 – PAYMENT OF PRINCIPAL, INTEREST AND OTHER CONSIDERATIONS

Section 2.1 Repayment of Principal. Subject to the terms and conditions hereof, the outstanding Principal Amount, together with all accrued and unpaid interest owing thereon, as well as any fees, costs, charges and expenses from time to time due and owing under this Debenture, if any, shall be repaid by the Company to the Holder on [●], 2025[5] or such earlier date as the Principal Amount may become due and payable (the "**Maturity Date**").

Section 2.2 Interest.

(a) Except as otherwise provided herein, the aggregate unconverted and outstanding Principal Amount shall bear interest at a rate of 8.00% per annum from and after the date hereof, to, but excluding, the Maturity Date, compounded annually. Interest shall accrue and shall be calculated on the basis of the actual number of days elapsed in a year of 365 days. For greater certainty, interest shall be owing after, as well as before, maturity, default and judgment.

(b) Subject to Section 3.2, unless payment is otherwise required in accordance with the terms and conditions of this Debenture, interest shall be payable on this Debenture in cash on the Maturity Date (for greater certainty, as contemplated by Section 3.1, if prior to the Maturity Date the Holder exercises its Conversion Right, interest shall be payable in cash on the Maturity Date only in respect of interest which has accrued over the term of this Debenture on that portion of the Principal Amount which is not converted pursuant to the exercise of the Conversion Right).

(c) In the event that the Company fixes a record date for the payment of, or (without having fixed a record date therefor) makes payment of any cash dividend or other cash distribution on its Common Shares, on the date such cash dividend or other cash distribution is paid the Company shall pay to the Holder, in cash, as additional interest, an amount equal to the product obtained by *multiplying* the amount of such cash dividend or other cash distribution paid per Common Share by a fraction: (i) the numerator of which shall be the total amount of unconverted and outstanding Principal Amount, as well as any accrued and unpaid interest owing thereon, on the date such cash dividend or other cash distribution is paid; and (ii) the denominator of which shall be the then applicable Conversion Price.

Section 2.3 Compliance with the *Interest Act* (Canada). For purposes of the *Interest Act* (Canada) and disclosure thereunder, (i) whenever any interest or fee under this Debenture is calculated using a rate based on a year of 365 days (or such other period that is less than a calendar year), as the case may be, the rate determined pursuant to such calculation, when expressed as an annual rate, is equivalent to (x) the applicable rate based on a year of 365 days (or such other period that is less than a calendar year), as the case may be, (y) multiplied by the actual number of days in the calendar year in which the period for which such interest or fee is payable (or compounded) ends, and (z) divided by 365 (or such other period that is less than a calendar year), as the case may be, (ii) the principle of deemed reinvestment of interest

[5] Insert the date that is five years following the Closing Date.

does not apply to any interest calculation under this Debenture, and (iii) the rates of interest stipulated in this Debenture are intended to be nominal rates and not effective rates or yields.

Section 2.4 No Prepayment. The Principal Amount, together with accrued and unpaid interest owing thereon, as well as any fees, costs, charges and expenses due and owing, may not be prepaid in whole or in part, at any time, except with the written consent of the Holder.

Section 2.5 Rank. This Debenture and the Obligations hereunder, including the payment of the Principal Amount, accrued and unpaid interest, and all fees, costs, charges and expenses from time to time due and owing under this Debenture, shall rank senior in right of payments on all other indebtedness, secured or unsecured, of the Company and its Subsidiaries (other than the IsoCanMed Promissory Note and solely in respect of IsoCanMed pursuant to a Subordination Agreement).

Section 2.6 Security. The indebtedness evidenced by this Debenture, including payment of the Principal Amount, together with accrued and unpaid interest owing thereon, and all other fees, costs, charges and expenses due and owing under this Debenture, and the performance by the Company of all the Obligations, is secured by a first-priority lien over all present and future property (both real and personal) of each grantor party to, and as constituted by, the Security Documents.

Section 2.7 Permitted Use of Proceeds. The Company covenants that it shall only use the Principal Amount for the purpose of: (i) first, repayment in full of the Lind Partners Loan, including any accrued but unpaid interest to the date of repayment, that is not converted into Common Shares by the Closing Date in accordance with the terms thereof, (ii) second, in partial repayment of up to $500,000 of the amount owing under the IsoCanMed Promissory Notes, (iii) third, in repayment of the aggregate amount of $[●] due to [redacted – confidential information] under the promissory note obligation, (iv) fourth, in payment of accrued and unpaid bonus payments due to the Company's executive officers in the aggregate amount of $372,500; and (iv) following which, for operations and expansion of the Company.

ARTICLE 3 – CONVERSION OF DEBENTURE

Section 3.1 Right of Holder to Convert Principal Amount into Common Shares. Upon and subject to the terms and conditions hereinafter set forth, the Holder shall have the right (the "**Conversion Right**"), at its sole option, at any time, and from time to time, prior to 5:00 p.m. (Toronto time) on the Business Day immediately preceding the Maturity Date, to notify the Company that it wishes to convert, for no additional consideration, all or any part of the outstanding Principal Amount into duly authorized, validly issued, fully paid and non-assessable Common Shares at the Conversion Price, without presentment, demand, protest or other notice of any kind.

Section 3.2 Conversion of Interest into Common Shares.

(a) Upon the conversion of all or any part of the outstanding Principal Amount into Common Shares at the Conversion Price pursuant to the terms of this Article 3 –, subject to any required approval by the Exchange, the Holder shall have the right (the "**Interest Conversion Right**") to elect to convert all or any part of the accrued and unpaid interest on such Principal Amount so converted up to, but excluding, the date of conversion in accordance with Section 2.2 into duly authorized, validly issued, fully paid and non-assessable Common Shares at the Conversion Price, without presentment, demand, protest or other notice of any kind.

(b) Upon maturity of this Debenture on the Maturity Date, subject to any required approval by the Exchange, the Holder shall have the right to elect to convert all accrued and unpaid interest on the aggregate unconverted and outstanding Principal Amount into duly authorized, validly issued, fully paid

and non-assessable Common Shares at the Conversion Price, without presentment, demand, protest or other notice of any kind.

(c) Subject to any required approval by the Exchange, the Holder shall have the right to elect to convert the full amount of interest payable to the Maturity Date in accordance with Section 7.1(b) or Section 8.1(c), Section 8.1(d)(ii), as applicable, into duly authorized, validly issued, fully paid and non-assessable Common Shares at the Conversion Price, without presentment, demand, protest or other notice of any kind.

Section 3.3 Conversion Procedure. The Conversion Right and/or the Interest Conversion Right, as applicable, may be exercised by the Holder by completing and signing the notice of conversion (the "**Conversion Notice**") attached hereto as Schedule C, and delivering the Conversion Notice and this Debenture to the Company at its address set out in Section 10.2; provided that, in the event the Holder is unable to surrender and/or deliver the physical form of this Debenture along with an original copy of the executed Conversion Notice to the Company's principal office (or such other office of the Company or with a designated agent of the Company as the Company may designate in accordance with the terms hereof) as a result of events which are beyond its control, including cyber-attacks, energy blackouts, pandemics, terrorist attacks, acts of war, earthquakes, hurricanes, tornados, fires, floods, ice storms or other natural or manmade catastrophes, for the purposes of exercising the Conversion Right and/or the Interest Conversion Right, as applicable, the Holder shall be entitled to surrender and/or deliver a copy of this Debenture along with a copy of the executed Conversion Notice by email transmission in accordance with Section 10.2 hereof, and shall provide the physical form of this Debenture along with an original copy of the executed Conversion Notice to the Company or its designated agent as soon as is practicable in light of the circumstances. The Conversion Notice shall provide that the Conversion Right and/or the Interest Conversion Right, as applicable, is being exercised, shall specify the Principal Amount and/or accrued and unpaid interest thereon, if any, being converted, and shall set out the date (the "**Issue Date**") on which Common Shares are to be issued upon the exercise of the Conversion Right and/or the Interest Conversion Right, as applicable (such date to be no later than five Business Days after the day on which the Conversion Notice is issued). The conversion shall be deemed to have been effected immediately prior to the close of business on the Issue Date and the Common Shares issuable upon conversion shall be deemed to be issued as fully paid and non-assessable at such time. Within five Business Days after the Issue Date, the Company shall cause to be delivered a share certificate or certificates (or such other evidence of the issuance of the Common Shares from the Company's transfer agent, including notices under a non-certificated registry) for such number of Common Shares issued, to, or registered in the name of, the Holder or the Person or Persons in whose name or names the Common Shares have been issued, as specified in the Conversion Notice. If less than all of the Principal Amount of this Debenture is the subject of the Conversion Right, then within five Business Days after the Issue Date, the Company shall deliver to the Holder a replacement Debenture in the form hereof in the principal amount of the unconverted principal balance hereof, and this Debenture shall be cancelled. If the Conversion Right is being exercised in respect of the entire Principal Amount of this Debenture, this Debenture shall be cancelled.

Section 3.4 Adjustment to Conversion Price.

(a) The Conversion Price and the number of Common Shares issuable to the Holder upon the conversion of this Debenture shall be subject to adjustment from time to time as expressly provided in the provisions of this Section 3.4 (in each case, after taking into consideration any prior adjustments pursuant to this Section 3.4); provided, however, that if more than one subsection of this Section 3.4 is applicable to a single event, the subsection shall be applied that produces the largest adjustment and no single event shall cause an adjustment under more than one subsection of this Section 3.4 so as to result in duplication.

(i) **Share Dividends or Distributions, Consolidations and Splits**. If at any time prior to the Maturity Date the Company shall: (1) fix a record date for the issue of, or (without having fixed a record date therefor) issue, Common Shares to the holders of all or substantially all of the outstanding Common Shares by way of a share dividend; (2) fix a record date for the distribution to, or (without having fixed a record date therefor) make a distribution to, the holders of all or substantially all of the outstanding Common Shares payable in Common Shares (which for the avoidance of doubt, shall not include any Common Shares issued by the Company upon the conversion of this Debenture); (3) subdivide, split or otherwise divide the outstanding Common Shares into a greater number of Common Shares; or (4) consolidate, reverse-split or otherwise aggregate the outstanding Common Shares into a smaller number of Common Shares (any of the events contemplated by the foregoing clauses (1), (2), (3) and (4) of this Section 3.4(a)(i), a "**Common Share Reorganization**"), then the Conversion Price shall be adjusted, effective immediately after the record date for the determination of the Company Shareholders entitled to receive a distribution contemplated by the foregoing clauses (1) or (2) of this Section 3.4(a)(i) or immediately after the effective date in the case of such a subdivision or consolidation contemplated by the foregoing clauses (3) or (4) of this Section 3.4(a)(i), to an amount equal to the product obtained, rounded to the nearest penny, by *multiplying* the Conversion Price in effect immediately prior to any such adjustment by a fraction: (x) the numerator of which shall be the number of Common Shares outstanding on such record date or effective date, as the case may be, before giving effect to such Common Share Reorganization; and (y) the denominator of which shall be the number of Common Shares which will be outstanding immediately after giving effect to such Common Share Reorganization.

(ii) **Rights Offering**. If at any time prior to the Maturity Date the Company shall fix a record date for the issue of rights, options or warrants (the "**Rights Offering Securities**") to all or substantially all of the Company Shareholders entitling them, for a period of time after such record date (such period from the record date to the date of expiry being referred to in this Section 3.4(a)(ii) as the "**Rights Period**"), to subscribe for or purchase Common Shares (or securities convertible into or exchangeable for Common Shares) at a price per share determined in accordance with applicable Laws and Exchange rules (such subscription price per Common Share (inclusive of any cost of acquisition of securities exchangeable for or convertible into Common Shares in addition to any direct cost of Common Shares) being referred to in this Section 3.4(a)(ii) as the "**Per Share Cost**"), the Company shall give written notice to the Holder with respect thereto (any of such events herein referred to as a "**Rights Offering**"), and the Holder shall have 15 days after receipt of such notice to elect to convert any or all of the Principal Amount plus accrued and unpaid interest thereon into Common Shares at the then applicable Conversion Price and otherwise on terms and conditions set out in this Debenture. If the Holder elects to convert any or all of the Principal Amount plus accrued and unpaid interest thereon, such conversion shall occur immediately prior to the record date for the issuance of such Rights Offering Securities. If the Holder elects not to convert any of the Principal Amount plus accrued and unpaid interest thereon, subject to the Company's obligations under Section 3.5 and any required approvals under applicable Laws or of the Exchange, the Company shall issue to the Holder on the same date as the Rights Offering Securities are issued to Company Shareholders equivalent securities to the Rights Offering Securities providing for the identical rights, terms and conditions as such Rights Offering Securities, including the Per Share Cost that the Holder would have been entitled to be issued on the record date for such Rights Offering if it had converted all of the Principal Amount plus accrued and unpaid interest thereon into Common Shares at the then applicable Conversion Price and was the holder of record of such Common Shares on the record date for the issuance of the Rights Offering Securities, and the Holder will be entitled to subscribe for or purchase Common Shares (or securities convertible into or exchangeable for Common Shares) at the Per Share Cost during the applicable Rights Period.

(b) In connection with any adjustments made pursuant to Section 3.4(a):

(i) subject to the other provisions of this Section 3.4(b), any adjustment made pursuant to Section 3.4(a) shall be made successively whenever an event referred to therein shall occur;

(ii) if the Company sets a record date to determine the Company Shareholders for the purpose of entitling such holders to receive any dividend or distribution and shall thereafter and before the distribution to such holders of any such dividend or distribution rights legally abandon its plan to pay or deliver such dividend or distribution, then no adjustment in the Conversion Price or the number of Common Shares issuable upon the conversion of this Debenture shall be required by reason of the setting of such record date; and

(iii) in any case in which this Debenture shall require that an adjustment shall become effective immediately after a record date for an event referred to in Section 3.4(a), the Company (acting reasonably and in good faith) may defer, until the occurrence of such event: (A) issuing to the Holder, to the extent that this Debenture is converted after such record date and before the occurrence of such event, the additional Common Shares issuable upon such conversion by reason of the adjustment required by such event; and (B) delivering to the Holder any distribution declared with respect to such additional Common Shares after such record date and before such event; provided, however, that the Company shall deliver to the Holder an appropriate instrument evidencing the right of the Holder upon the occurrence of the event requiring the adjustment, to an adjustment in the Conversion Price or the right to receive such additional number of Common Shares upon the conversion of this Debenture and to such distribution declared with respect to any such additional Common Shares issuable on the conversion of this Debenture.

(c) Not later than the earlier of the record date or effective date of any event which requires or might require an adjustment in any of the rights of the Holder under this Debenture, including the Conversion Price or the number of Common Shares issuable upon conversion of this Debenture, the Company shall deliver to the Holder a notice briefly stating the particulars of such event and, if determinable, the required adjustment and the calculation of such adjustment. In case any adjustment for which a notice in this Section 3.4(c) has been given is not then determinable, the Company shall promptly after such adjustment is determinable deliver to the Holder a notice setting forth the calculation of such adjustment.

(d) Subject to the Company's obligations under Section 3.5, where the provisions of this Section 3.4 do not otherwise apply or if for any reason the provisions of this Section 3.4 are unable to be applied pursuant to applicable Laws or the rules of the Exchange, prior to issuing any Common Shares, or any securities exchangeable for or convertible into Common Shares (including, for the avoidance of doubt, any warrant, option, right or preferred security), (i) in any transaction of a similar or comparable nature to the other transactions to which an adjustment to the Conversion Price would be required pursuant to Section 3.4(a)(i) or the Holder's participation right under Section 3.4(a)(ii) and that is made available to all or substantially all of the Company Shareholders, pursuant to which the Holder would have been entitled to be issued Common Shares, or any securities exchangeable for or convertible into Common Shares, as applicable, if it had exercised this Debenture and received Common Shares on the conversion thereof and was the holder of record of such Common Shares on the relevant date for the entitlement to receive such securities or (ii) in the case of a transaction covered by Section 3.4(a)(i) or Section 3.4(a)(ii), if for any reason the provisions of this Section 3.4 are unable to be applied pursuant to applicable Laws or the rules of the Exchange, the Company, to the extent practicable, shall advise and consult in good faith with the Holder and the Parties shall mutually agree in writing on the appropriate adjustment (and the calculation of such adjustment) or an appropriate participation or other right, as the case may be, to be made or provided, as applicable, in connection with such issuance.

Section 3.5 Regulatory Approval.

(a) In connection with any exercise, or anticipated exercise, of all or part of the Conversion Right and/or the Interest Conversion Right, as applicable, that, upon exercise, would require (i) any approval of the Exchange, (ii) any approval of the Company Shareholders, or (iii) any other approval which may be required in accordance with applicable Laws (collectively, the "**Approvals**"), the Holder may convert such amount into Common Shares up to the maximum number of Common Shares not requiring any such Approvals and the Company shall satisfy or obtain such Approvals as promptly as practicable following notice from the Holder to the Company of the Holder's intent to exercise its Conversion Right and/or Interest Conversion Right, as applicable. In furtherance of the foregoing, the Company shall keep the Holder reasonably informed in connection with such efforts.

(b) In connection with any adjustments or readjustments to the Conversion Price made or to be made pursuant to Section 3.4Section 3.4(a)(i) or the Holder's participation right under Section 3.4Section 3.4(a)(ii), as applicable, the Company shall satisfy or obtain any required Approvals as promptly as practicable, and in any event, prior to undertaking or effecting any such transaction contemplated pursuant to Section 3.4 requiring such adjustment or readjustment or participation by the Holder, as applicable. In furtherance of the foregoing, the Company shall keep the Holder reasonably informed in connection with such efforts.

Section 3.6 No Requirement to Issue Fractional Common Shares. The Company shall not be required to issue fractional Common Shares upon the conversion of any Principal Amount of this Debenture or the interest thereon. Any fractional Common Shares shall be rounded up to the nearest whole number without payment or compensation in lieu thereof.

Section 3.7 Company to Reserve Common Shares. The Company covenants with the Holder that it will at all times reserve and keep available out of its authorized Common Shares, solely for the purpose of issue upon exercise of the Conversion Right, and conditionally allot to the Holder, such number of Common Shares as shall then be issuable upon the conversion of this Debenture. The Company covenants with the Holder that all Common Shares which shall be so issuable shall be duly and validly issued as fully paid and non-assessable. The Company covenants with the Holder to cause the Common Shares and the certificates, as applicable, representing the Common Shares, from time to time acquired pursuant to the exercise of the Conversion Right, to be duly issued and delivered in accordance with the terms hereof.

Section 3.8 Certificate as to Adjustment. The Company shall from time to time, immediately after the occurrence of any event which requires an adjustment or readjustment as provided in Section 3.4, deliver an officer's certificate of the Company to the Holder specifying the nature of the event requiring the same and the amount of the adjustment necessitated thereby and setting forth in reasonable detail the method of calculation and the facts upon which such calculation is based. Subject to the dispute resolution procedure in Section 3.9, such certificate shall be binding and determinative of the adjustment to be made, absent manifest error or fraud.

Section 3.9 Dispute Resolution. If a dispute arises with respect to adjustments of the Conversion Price or the number of Common Shares issuable to the Holder upon the conversion of this Debenture, such dispute will be conclusively determined by the auditors of the Company or if they are unable or unwilling to act, by such firm of independent chartered professional accountants as may be selected by the board of directors of the Company and acceptable to the Holder, acting reasonably, and any

such determination will be binding upon the Holder, the Company and all transfer agents and all securityholders of the Company.

Section 3.10 Shareholder of Record. For all purposes, on the Issue Date or the applicable date specified in Section 3.3 the Holder shall be deemed to have become the holder of record of the Common Shares into which the Principal Amount and, if applicable, accrued and unpaid interest (or a portion thereof) is converted in accordance with Section 3.3.

Section 3.11 Resale Restrictions, Legending and Disclosure. By its acceptance hereof the Holder acknowledges that this Debenture and the Common Shares issuable upon conversion hereof will be subject to certain resale restrictions under applicable securities laws, and the Holder agrees to comply with all such restrictions and laws. The Holder further acknowledges and agrees that all Common Share certificates will bear the legend substantially in the form set forth on the face page hereof as well as any legend(s) required by the Exchange, provided that such legend shall not be required on Common Share certificates issued at any time following four months plus one day after the date hereof. The Holder acknowledges that the Company will be required to provide to the applicable securities regulatory authorities the identity of the Holder and its principals and the Holder hereby agrees thereto.

ARTICLE 4 – RIGHTS OF HOLDER

Section 4.1 Distribution on Dissolution, Etc. Subject to applicable Law, upon any sale, in one transaction or a series of transactions, of all, or substantially all, of the assets of the Company or distribution of the assets of the Company upon any dissolution or winding-up or total liquidation of the Company, whether in bankruptcy, liquidation, re-organization, insolvency, receivership or other similar proceedings or upon an assignment to or for the benefit of creditors of the Company or otherwise any payment or distribution of assets of the Company, whether in cash, property or security, shall be paid or delivered by the trustee in bankruptcy, receiver, assignee of or for the benefit of creditors or other liquidating agent of the Company making such payment or distribution, directly to the holder of this Debenture or their Representatives, to the extent necessary, to pay all obligations pursuant to this Debenture in full.

Section 4.2 Certificate Regarding Creditors. Upon any payment or distribution of assets of the Company referred to in this Section 4.2, the Holder shall be entitled to rely upon a certificate of the trustee in bankruptcy, receiver, assignee of or for the benefit of creditors or other liquidating agent of the Company making such payment or distribution, delivered to the Holder, for the purpose of ascertaining the Persons entitled to participate in such distribution, and other indebtedness of the Company, the amount thereof or payable thereon, the amount or amounts paid or distributed thereon and all other facts pertinent thereto or to this Section 4.2.

Section 4.3 Rights of Holder Reserved. Nothing contained in this Article 4 – or elsewhere in this Debenture is intended to or shall impair, as between the Company and the Holder, the obligation of the Company, which is absolute and unconditional, to pay to the Holder the Principal Amount and interest on this Debenture, as and when the same shall become due and payable in accordance with their terms, nor

shall anything herein prevent the Holder from exercising all remedies otherwise permitted by applicable Law upon default under this Debenture.

ARTICLE 5 – REPRESENTATIONS AND WARRANTIES

Section 5.1 Representations and Warranties. The Company represents and warrants to the Holder as follows:

(a) Each of the representations and warranties made by the Company in the Subscription Agreement was, *mutatis mutandis*, true, accurate and complete in all respects as at the date the Subscription Agreement was entered into and as at the Closing Date, and is *mutatis mutandis*, true, accurate and complete in all respects as of the date hereof.

(b) No authorization, consent, approval, registration, qualification, designation, declaration or filing with any Person, is or was necessary in connection with the execution, delivery and performance of obligations under this Debenture and the other Security Documents, except for the registrations required to be made pursuant to the *Personal Property Security Act* (Ontario), *Personal Property Security Act* (British Columbia), *Personal Property Security Act* (New Brunswick) and the equivalent legislation in the Province of Quebec, and except as are in full force and effect, unamended, at the date of this Debenture;

(c) Other than with respect to Permitted Encumbrances, the Company has no liabilities or obligations of any nature, which give the holder of such liability priority over the Obligations; and

(d) The Company is the registered owner of: (i) 1,336,877 Class A Common shares in the capital of Abba Medix Corp., (ii) 98 Common shares in the capital of Canada House Clinics Inc., (iii) 300 Class "A" shares in the capital of IsoCanMed, and (iv) 500 Class A Common shares in the capital of 690050 NB Inc., and other than the foregoing, does not own or control any other shares of, or any options, warrants or securities convertible into shares of the Subsidiaries, and the shares being pledged by the Company to the Holder in connection with this Debenture and the other Security Documents have been duly and validly issued as fully-paid and non-assessable.

(e) Except as set forth under Section 5.1(d), no other securities are issued and outstanding as at such date and there are no existing Equity Interests in, the Subsidiaries obligating such Subsidiary to issue, transfer, register or sell or cause to be issued, transferred, registered or sold any shares in the capital of, or voting debt securities of, or other Equity Interest in, such Subsidiary or securities convertible into or exchangeable for such shares or Equity Interests or other securities. All of the issued and outstanding shares in the capital or other securities of each Subsidiary are owned, directly or indirectly, by the Company.

Section 5.2 Survival of Representations and Warranties. The representations and warranties in this Debenture and in any certificates or documents delivered to the Holder, including the Subscription Agreement and the other Security Documents, shall not merge in or be prejudiced by and shall survive any advance and shall continue in full force and effect so long as any amounts are owing by the Company to the Holder.

ARTICLE 6 – COVENANTS OF THE COMPANY

Section 6.1 Positive Covenants. The Company covenants and agrees with the Holder that so long as this Debenture remains outstanding, the Company shall and shall cause its Subsidiaries to:

(a) **Payment of Obligations**. Punctually pay or cause to be paid to the Holder the principal, interest and other amounts owing to the Holder as and when the same become due or payable hereunder;

(b) **Corporate Existence**. Maintain its corporate existence, and preserve its rights, powers, licenses and privileges which are necessary or material to the conduct of its business, and not materially change the nature of its business;

(c) **Books and Records**. Keep proper and accurate records and books of account, in which complete and correct entries will be made reflecting all financial transactions and prepare its financial statements in accordance with generally accepted accounting principles;

(d) **Compliance with Laws**. Comply in all material respects with the requirements of all applicable Laws, judgments, orders, decisions and awards;

(e) **Government Authorizations**. Comply in all material respects with all Governmental Authorizations that are necessary for the ownership or lease of its properties or the conduct of its businesses;

(f) **Payment of Taxes**. Duly file on a timely basis all Tax returns, reports, notices, designations, elections, or similar documents relating to Taxes required to be filed by it and duly and punctually pay and discharge all Taxes required to be payed by it or imposed upon it or its property as and when the same become due and payable save and except where it contests in good faith the validity thereof by proper legal proceedings and maintains adequate reserves in its books and records for such Taxes in accordance with applicable accounting principles;

(g) **Notification of Matters**. Promptly, and in any event within five Business Days after a responsible officer of the Company becoming aware, give written notice to the Holder of:

(i) any Event of Default or default hereunder that may reasonably be expected to become an Event of Default of which it becomes aware, using reasonable diligence, together with a statement of an officer of the Company setting forth the details of such Event of Default and the action which has been, or is proposed to be, taken with respect thereto;

(ii) any material default by the Company of its obligations under Canadian Securities Laws or the requirements of the Exchange;

(iii) any order, ruling or determination of the Exchange or securities regulatory authority having the effect of suspending the sale or ceasing the trading of any securities of the Company;

(iv) any litigation, arbitration or other proceeding commenced, pending or threatened against the Company or a Subsidiary for which the amount claimed exceeds $100,000, together with a statement of an officer of the Company describing the nature of such litigation, arbitration or other proceeding or other information and the anticipated effects thereof;

(v) any other material change (financial or otherwise) in the business, affairs, operations, assets, liabilities (contingent or otherwise) or capital of the Company and its Subsidiaries, taken as a whole; and

(vi) and from time to time provide the Holder with all reasonable information requested by the Holder concerning the status of any of the foregoing;

(h) **Insurance**. Maintain insurance at all times with responsible insurance carriers with respect to its properties and business against such casualties and contingencies, of such types, on such terms and in such amounts as is customary in the case of entities engaged in the same or a similar business and similarly situated;

(i) **Protect Security**. Promptly cure or cause to be cured any defects in the execution and delivery of this Debenture or any defects in the validity or enforceability of this Debenture, and at its expense, execute and deliver or cause to be executed and delivered, all such agreements, instruments and other documents (including the filing of any financing statements or financing change statements) as the Holder may consider necessary or desirable, acting reasonably, to protect or otherwise perfect the security interest created thereunder, including without limitation, the Security Documents;

(j) **Subsidiary Guarantees**. Cause each Subsidiary Guarantor and each present and future Material Subsidiary to enter into a Subsidiary Guarantee, such that such Subsidiary Guarantor and Material Subsidiary guarantees in favour of the Holder all Obligations of the Company. In addition to the Subsidiary Guarantees provided by the Subsidiary Guarantors, the obligation of a Person to enter into a Subsidiary Guarantee shall arise as soon as reasonably practicable after such Person becomes a Material Subsidiary;

(k) **Liens**. Provide and cause each Subsidiary Guarantor and each present and future Material Subsidiary to provide at all times in favour of the Holder a first-priority lien (subject only to Permitted Encumbrances) over all present and future personal property and real property of the Company or such Subsidiary Guarantor or Material Subsidiary, as applicable, as security for its Obligations, together with such supporting materials as may be required to ensure the perfection or priority of such Lien. In addition to the Liens provided by the Subsidiary Guarantors, the obligation of a Person to provide any such Lien shall arise as soon as is reasonably practicable following such Person (i) becoming a Material Subsidiary, or (ii) if such Person is already a Material Subsidiary and Subsidiary Guarantor, acquiring assets, property or undertaking that are not already subject to a first-priority lien (subject only to Permitted Encumbrances) in favour of the Holder;

(l) **Maintain Listing and Reporting Issuer Status**. Shall maintain the listing of the Common Shares on the Exchange, and take all steps necessary to ensure that any Common Shares issued to the Holder pursuant to the terms of this Debenture are listed and posted for trading on the Exchange (subject, in the case of any Common Shares issued to the Holder pursuant to the terms of this Debenture, to any applicable hold periods, not to exceed four months plus one day), and shall maintain such listing and posting for trading of such Common Shares on the Exchange, and shall maintain the Company's status as a "reporting issuer" not in default of the requirements of Canadian Securities Laws;

(m) **Brokers or Finders**. Neither the Company nor any Subsidiary has incurred, and will not incur, directly or indirectly, as a result of any action taken by the Company, any liability for brokerage or finders' fees or agents' commissions or any similar charges in connection with this Debenture or any of the transactions contemplated hereby or under the Subscription Agreement, Investor Rights Agreement and the Warrant Certificate; and

(n) **Public Filings**. Provide to the Holder and its legal counsel a reasonable period of time within which to review drafts of all public filings of the Company in connection with, or relating to, this Debenture, and to approve the forms thereof, prior to any public dissemination.

Section 6.2 Negative Covenants. The Company covenants and agrees with the Holder that so long as this Debenture remains outstanding, the Company shall not, and shall not permit its Subsidiaries to, without the prior written consent of the Holder (provided that, solely with respect to Section 6.2(e) and

Section 6.2(h), the Holder shall act reasonably in determining whether to provide such prior written consent):

(a) **Indebtedness**. Except for this Debenture, to create, incur, permit, grant, assume or suffer to exist any indebtedness for borrowed money, other than Permitted Indebtedness;

(b) **Guarantees**. The Company shall not become liable under any guarantees or otherwise become a surety for the indebtedness of another Person, other than (a) in the Ordinary Course of Business, or (b) in connection with Permitted Indebtedness incurred or assumed at any time by the Company or its Subsidiaries under Section 6.2(a);

(c) **Encumbrances**. Create, incur, assume or suffer to exist any Lien on any assets or property, other than (i) such Liens as existed on the date hereof, as disclosed to the Holder but not including Permitted Encumbrances described in clause (iv) of this Section 6.2(c); provided that, for the avoidance of doubt, any Liens granted in connection with the Lind Partners Loan are not Permitted Encumbrances; (ii) Liens imposed by any Governmental Authority for any Taxes not yet due and delinquent or which are being contested in good faith by appropriate proceedings and for which adequate reserves have been recorded on the books and records of the Company in accordance with applicable accounting principles; (iii) Liens on the property and assets of IsoCanMed, not including liens granted in connection with the IsoCanMed Promissory Notes, securing indebtedness permitted pursuant to subsection (e) of the definition of Permitted Indebtedness under Section 1.1; (iv) Liens granted in connection with the IsoCanMed Promissory Notes; and (v) Liens granted after the date hereof to secure Permitted Indebtedness incurred under or assumed by the Company or the Subsidiaries after the date hereof under Section 6.2(a) but not including Permitted Encumbrances described in clause (iii) of this Section 6.2(c) (collectively, the "**Permitted Encumbrances**"). For the avoidance of doubt, Permitted Encumbrances described in clauses (i) and (v) of the foregoing sentence must be, at all times, subordinated to the security interest of the Holder;

(d) **Company Business**. Enter into any new line of business or make any change in the Company Business;

(e) **Annual Budget**. Approve or adopt the annual operating budget or plan of the Company;

(f) **Disposal of Assets, Property or Rights**. Sell, assign, exchange, lease, release, license, transfer or abandon or otherwise dispose of, or permit any of its Subsidiaries to sell, assign, exchange, lease, release, license, transfer or abandon or otherwise dispose of, all or any of their assets, rights or properties, except for:

(i) bona fide dispositions of inventory in the Ordinary Course of Business; or

(ii) dispositions of obsolete assets and other assets, provided the aggregate value of the foregoing shall not exceed $250,000;

(g) **Transactions with Related Parties**. Sell, lease or otherwise transfer any property or assets to, or purchase, lease or otherwise acquire any property or assets from, or otherwise engage in any transaction with any employees, officers or directors of the Company or its Subsidiaries or other Persons not dealing at arm's length (within the meaning of the *Income Tax Act* (Canada)) with the Company or any of the Subsidiaries or any "associate" (as defined in the *Canada Business Corporations Act*), except:

(A) with respect to agreements currently in place and disclosed to the Holder;

(B) transactions between or among the Company and its Subsidiaries (other than Unrestricted Subsidiaries); or

(C) otherwise as permitted under this Debenture;

(h) **Changes to Employment or Material Changes to Compensation**.

(A) Hire, appoint, terminate or remove any executive officers of the Company or any of its Subsidiaries; or

(B) Materially change the terms of compensation (including bonuses, option awards or other incentive or performance-based compensation) payable by the Company or any of its Subsidiaries to any officers or directors of the Company or any of its Subsidiaries or any other Persons not dealing at arm's length (within the meaning of the *Income Tax Act* (Canada)) with the Company or any of its Subsidiaries, except in the Ordinary Course of Business in accordance with the Company's current compensation strategies, as disclosed to the Holder;

(i) **Distributions**. Declare, make, pay or commit to any dividend or distribution on its Common Shares, other than as provided for in the Company's annual operating budget or plan;

(j) **Subsidiaries**. Dissolve any of the Subsidiaries;

(k) **Control Agreements**. Enter into, or permit any Subsidiary to enter into, an account control agreement with any bank or financial institution other than the Holder; and

(l) **Conversion Price Adjustment Transactions**. Undertake or effect any transaction requiring an adjustment or readjustment to the Conversion Price contemplated pursuant to Section 3.4, unless it has obtained all necessary Approvals, including with respect to any adjustment or readjustment to the Conversion Price.

ARTICLE 7 – DESIGNATED EVENTS

Section 7.1 Designated Events.

(a) Any of the following shall constitute a Designated Event under this Debenture (each a "**Designated Event**"):

(i) if the Company shall declare, make, pay or commit to or fix a record date for the payment of any dividend or other distribution on its Common Shares;

(ii) if the Company shall reduce the stated capital of the Common Shares or the shares of any of its Subsidiaries;

(iii) if the Company shall effect a repurchase, redemption or take any other action that results in a reduction in the number of Common Shares outstanding;

(iv) if the Company is not permitted to make any one or more adjustment(s) provided for in Section 3.4 pursuant to the applicable rules of the Exchange;

(v) if either the Company or any of the Company Shareholders receive an Acquisition Proposal that is required to be extended to all of the Company Shareholders; or

(vi) if the Company enters into a definitive agreement with respect to an Acquisition Proposal.

(b) In the case of the occurrence of a Designated Event described in Section 7.1(a)(i) to Section 7.1(a)(iv), the Holder shall, in its sole discretion, have the right to cause the entire amount of interest payable in accordance with Section 2.2(a) to the Maturity Date to accrue and to declare the Principal Amount then outstanding (or part thereof) and such accrued interest to become immediately due and payable in cash or be converted into Common Shares at the Conversion Price in accordance with Section 3.2(c).

(c) In the case of the occurrence of a Designated Event described in Section 7.1(a)(v) to Section 7.1(a)(vi) (a "**Change of Control Transaction**"), at any time following the announcement of a Change of Control Transaction and prior to the date that is two Business Days prior to the closing or consummation of such Change of Control Transaction, the Holder shall, in its sole discretion, have the right, but not the obligation, to cause the entire amount of interest payable in accordance with Section 2.2(a) to the Maturity Date to accrue and to declare the Principal Amount then outstanding (or part thereof) and such accrued interest to become immediately due and payable in cash or be converted into Common Shares at the Conversion Price in accordance with Section 3.2(c), and such rights and election to demand payment in cash or the exercise of the rights provided under this Section 7.1(c), including the acceleration of the accrual of interest to the Maturity Date and conversion of all or part of the Principal Amount and accrued interest, shall be conditional only upon the completion of such Change of Control Transaction so that the Holder can participate in the Change of Control Transaction along with the other holders of Common Shares in the case of the exercise, and such conversion shall become effective immediately prior to, or contemporaneously with, the closing of such Change of Control Transaction so that the Holder can participate in the Change of Control Transaction along with the other holders of Common Shares; provided, however, that if the Holder does not make such election, the Holder shall, in its sole discretion, have the further right to elect to either (i) require the Company to purchase this Debenture at 100% of the outstanding Principal Amount thereof plus any and all accrued and unpaid interest to the Maturity Date; or (ii) if the Change of Control Transaction results in a new issuer, cause any successor entity in any Change of Control Transaction in which the Company is not the survivor (the "**Successor Entity**") to assume in writing all of the obligations of the Company under this Debenture pursuant to written agreements in form and substance reasonably satisfactory to the Holder and approved by the Holder prior to such Change of Control Transaction and shall, at the option of the Holder, deliver to the Holder in exchange for this Debenture a security of the Successor Entity evidenced by a written instrument substantially similar in form, terms and substance to this Debenture, which is convertible for a number of shares of such Successor Entity (or its parent entity) equivalent to the number of Common Shares issuable upon conversion of this Debenture (without regard to any limitations on the conversion of this Debenture) prior to such Change of Control Transaction, and with a conversion price that applies the conversion price hereunder to such shares of the Successor Entity (but taking into account the relative value of the Common Shares pursuant to such Change of Control Transaction and the value of such shares, such number of shares and such conversion price being for the purpose of protecting the economic value of this Debenture immediately prior to the consummation of such Change of Control Transaction), and which is reasonably satisfactory in form and substance to the Holder. Upon the occurrence of any such Change of Control Transaction, the Successor Entity shall succeed to, and be substituted for (so that from and after the date of such Change of Control Transaction, the provisions of this Debenture, the Subscription Agreement and the Investor Rights Agreement shall refer instead to the Successor Entity), and may exercise every right and power of the Company and shall assume all of the obligations of the Company under this Debenture, the Subscription Agreement, the Investor Rights Agreement and the Security Documents with the same effect as if such Successor Entity had been named as the Company herein.

(d) Upon the occurrence of any event constituting or reasonably likely to constitute a Designated Event, the Company shall give written notice to the Holder of such Designated Event at least

30 days, or as soon as possible, prior to the record date for and/or effective date of such Designated Event, as applicable, and another written notice on or immediately after the effective date of such Designated Event.

ARTICLE 8 – EVENTS OF DEFAULT

Section 8.1 Events of Default.

(a) Any of the following shall constitute an Event of Default under this Debenture (each an "**Event of Default**"):

(i) if a default occurs in payment of the Principal Amount under this Debenture;

(ii) if a default occurs in payment of any interest or other Obligations payable under this Debenture and it remains unremedied for 5 days;

(iii) if the Company fails to perform, observe or comply with any of the covenants contained in Section 6.1 or Section 6.2, and such failure remains unremedied for 15 days;

(iv) if the Company or the Subsidiaries, as applicable, fails to perform, observe or comply with any term, covenant, condition, obligation or agreement of the Company contained in this Debenture, the Subscription Agreement or any other Security Document or is otherwise in default of any of the provisions contained herein (other than referred in paragraphs (i), (ii) and (iii) of this Section 8.1) and such default, if capable of being remedied, is not remedied within 15 days after the Company receives written notice of such default from the Holder;

(v) if any representation or warranty made or deemed to be made by the Company or the Subsidiaries in this Debenture, the Subscription Agreement or any other Security Document, as applicable, or in any certificate, statement or report furnished in connection therewith is found to be false or incorrect in any material respect (disregarding, for such purposes, any reference to materiality in the applicable representation or warranty) and such representation or warranty remains false or incorrect in any material respect more than 15 days after the earlier of (i) knowledge thereof by the Company; or (ii) notice thereof has been given by the Holder to the Company;

(vi) if the Company or any of its Subsidiaries materially breaches any of the provisions of the Investor Rights Agreement;

(vii) if the Company shall generally fail to pay, or admit in writing its inability or unwillingness to pay, debts as they become due or if a decree or order of a court having jurisdiction is entered adjudging the Company a bankrupt or insolvent;

(viii) if the Company shall apply for, consent to or acquiesce in the appointment of a trustee, receiver, or other custodian for the Company or for a substantial part of the property thereof, or make a general assignment for the benefit of creditors;

(ix) if the Company shall in the absence of such application, consent or acquiescence, become subject to the appointment of a trustee, receiver, or other custodian for the Company or for a substantial part of the property thereof, or have a distress, execution, attachment, sequestration or other legal process levied or enforced on or against a substantial part of the property of the Company;

(x) if the Company shall permit or suffer to exist the commencement of any bankruptcy, reorganization, debt arrangement or other case or proceeding under any bankruptcy or insolvency law, or any dissolution, winding up or liquidation proceeding, in respect of the Company and, if any such case or proceeding is not commenced by the Company, such case or proceeding, if contested by the Company is not dismissed within 30 days;

(xi) any other notes, debentures, bonds or other indebtedness for money borrowed having an aggregate principal amount equal to or greater than $1,000,000 (or its equivalent in any other currency or currencies determined at the then current exchange rate) (hereinafter called "**Indebtedness**") of the Company shall become prematurely repayable following default, or steps are taken to enforce any security therefor, or the Company defaults in the repayment of any such Indebtedness at the maturity thereof or (in the case of Indebtedness due on demand) on demand, or, in either case, at the expiration of any applicable grace period therefor, (if any) or any guarantee of or indemnity in respect of any Indebtedness of others given by the Company shall not be honored when due and called upon;

(xii) if the Company or any of its Subsidiaries commits a material breach or material default under the terms of any Material Lease, or an event has occurred or circumstances exist which, with the delivery of notice, passage of time or both, would constitute a material breach or material default under a Material Lease or would permit the termination, early termination, or acceleration of the Material Lease, including the performance, breach or enforcement of any of the material terms thereof, or any early repayment or penalty payments by the Company or its Subsidiaries under such Material Lease;

(xiii) if any of the Company or the Subsidiaries has any of its licences, authorizations, approvals, or registrations issued under the Cannabis Act or the *Excise Act, 2001* suspended or revoked;

(xiv) if any persons occupying any of the prescribed roles under the Cannabis Act necessary for the Company or the Subsidiaries to maintain their licences, authorizations, approvals, or registrations under the Cannabis Act have their security clearance suspended or revoked, and (A) such clearances are not reinstated within 15 days of such suspension or revocation; or (B) suitable alternate persons with necessary security clearances are not presently engaged by the Company or the Subsidiaries, as applicable, or are not engaged within 15 days of such suspension or revocation;

(xv) if any persons occupying any of the prescribed roles under the Cannabis Act necessary for the Company or the Subsidiaries to maintain their licenses, authorizations, approvals, or registrations under the Cannabis Act leave or are removed from such roles and are not reinstated or replaced in a manner that ensures such licences, authorizations, approvals and registrations will remain in good standing at all times;

(xvi) if the Cannabis Act is repealed and not immediately replaced with legislation to the effect that Canada continues to be a Non-Medical Cannabis Jurisdiction;

(xvii) if a cease trade order is imposed on the Common Shares and lasts for more than five trading days; or

(xviii) if a Material Adverse Change has occurred.

(b) In the case of the occurrence of an Event of Default, the Company must deliver to the Holder the notice prescribed in Section 6.1(g); provided, that, in the case of the occurrence of an Event of Default, the Holder may deliver a written notice to the Company specifying in reasonable detail the basis for the Event of Default.

(c) After the delivery of a notice described in Section 8.1(b), in the case of the occurrence of an Event of Default described in Section 8.1(a)(i) to Section 8.1(a)(vi) or Section 8.1(a)(xi) to Section 8.1(a)(xviii), if the Event of Default specified in such notice has not been cured on or before the date that is seven days following receipt of such notice by the Holder or the Company, as applicable:

(i) the aggregate unconverted and outstanding Principal Amount shall immediately bear interest at a rate of 12.00% per annum, from the date of such Event of Default to but excluding the earlier of (i) the date no Event of Default exists, and (ii) the Maturity Date, compounded annually, subject to the Holder's rights under Section 8.1(c)(ii); and

(ii) for so long as an Event of Default is continuing, the Holder may, at any time, declare the Principal Amount then outstanding to be due and payable in whole (or in part, in which case any principal not so declared to be due and payable may thereafter be declared to be due and payable), and thereupon the entire amount of interest payable on such Principal Amount in accordance with Section 2.2(a) to the Maturity Date shall immediately accrue (which interest for greater certainty shall accrue bearing interest at a rate of 12.00% per annum, from the date of such Event of Default to, but excluding, the Maturity Date, compounded annually) and, the Holder shall, in its sole discretion, have the right to elect for such Principal Amount so declared to be due and payable (or any part thereof), together with accrued interest thereon (on any part thereof) and all fees and other obligations of the Company accrued hereunder, to become due and payable in cash immediately, without presentment, demand, protest or other notice of any kind except as set out earlier in this paragraph, all of which are hereby waived by the Company, or to be converted into Common Shares at the Conversion Price in accordance with Section 3.2(c).

(d) In the case of the occurrence of an Event of Default described in Section 8.1(a)(vii) to Section 8.1(a)(x), immediately upon the occurrence of such Event of Default:

(i) the aggregate unconverted and outstanding Principal Amount shall immediately bear interest at a rate of 12.00% per annum, from the date of such Event of Default to but excluding the earlier of (i) the date no Event of Default exists, and (ii) the Maturity Date, compounded annually, subject to the Holder's rights under Section 8.1(d)(ii);

(ii) for so long as the Event of Default is continuing, the entire amount of interest payable in accordance with Section 2.2(a) to the Maturity Date shall immediately accrue (which interest for greater certainty shall accrue bearing interest at a rate of 12.00% per annum, from the date of such Event of Default to, but excluding, the Maturity Date, compounded annually) and, the Holder shall, in its sole discretion, have the right to elect for such accrued interest to become immediately due and payable in cash or be converted into Common Shares at the Conversion Price in accordance with Section 3.2(c); and

(iii) the Principal Amount then outstanding, together with accrued interest thereon and all fees and other obligations of the Company accrued hereunder shall automatically be-come due and payable, without presentment, demand, protest or other notice of any kind, all of which are here-by waived by the Company.

Section 8.2 Remedies Not Exclusive. No right, power or remedy herein conferred upon or reserved to the Holder is intended to be exclusive of any other right, power or remedy or remedies, and each and every right, power and remedy shall, to the extent permitted by applicable Laws, be cumulative and shall be in addition to every other right, power or remedy given hereunder or now or hereafter existing at law, in equity or by statute. The Holder shall have the power to waive any Event of Default, provided such waiver is obtained in accordance with Section 10.3, and shall not constitute a waiver of any other or subsequent Event of Default. No delay or omission of the Holder in the exercise of any right, power or remedy accruing upon any Event of Default shall impair any such right, power or remedy or shall be construed to be a waiver of any such Event of Default or an acquiescence therein. Every right, power and remedy given to the Holder by this Debenture or under applicable Laws may be exercised from time to time and as often as may be deemed expedient by the Holder. In case the Holder shall have proceeded to enforce any right under this Debenture and the proceedings for the enforcement thereof shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Holder, then and in every such case, the Company and the Holder shall, without any further action hereunder, to the full extent permitted by applicable Laws, subject to any determination in such proceedings, severally and respectively, be restored to their former positions and rights hereunder and thereafter all rights, remedies and powers of the Holder shall continue as though no such proceeding had been taken.

Section 8.3 Application of Monies. Subject to applicable Laws, all monies collected or received by the Holder pursuant to or in exercise of any right or remedy shall be applied on account of the amounts outstanding hereunder in such manner as the Holder deems best or, at the option of the Holder, or released to the Company, all without prejudice to the liability of the Company or the rights of the Holder hereunder, and any surplus shall be accounted for as required by applicable Laws.

ARTICLE 9 – MUTILATION, LOSS, THEFT OR DESTRUCTION OF DEBENTURE CERTIFICATE

In case this Debenture certificate shall become mutilated or be lost, stolen or destroyed, the Company, shall issue and deliver, a new replacement debenture certificate upon surrender and cancellation of the mutilated Debenture certificate or, in the case of a lost, stolen or destroyed Debenture certificate, in lieu of and in substitution for the same. In the case of loss, theft or destruction, the applicant for a substituted debenture certificate shall furnish to the Company such evidence of the loss, theft or destruction of the Debenture certificate as shall be satisfactory to the Company in its discretion and shall also furnish an indemnity and surety bond satisfactory to the Company in its discretion. The applicant shall pay all reasonable expenses incidental to the issuance of any substituted debenture certificate.

ARTICLE 10 – GENERAL

Section 10.1 Interest under *Criminal Code* (Canada). If any provision of this Debenture would obligate the Company or any Subsidiary to make any payment of interest or other amount payable to the Holder in an amount or calculated at a rate which would be prohibited by applicable Law or would result in a receipt by the Holder of interest at a criminal rate (as such terms are construed under the *Criminal Code* (Canada)) then, notwithstanding such provisions, such amount or rate shall be deemed to have been adjusted with retroactive effect to the maximum amount or rate of interest, as the case may be, as would not be so prohibited by applicable Law or so result in a receipt by the Holder of interest at a criminal rate, such adjustment to be effected, to the extent necessary, as follows: firstly, by reducing the amount or rate of interest required to be paid to the Holder under this Debenture, and thereafter, by reducing any fees,

commissions, premiums and other amounts required to be paid to the Holder which would constitute "interest" for purposes of Section 347 of the *Criminal Code* (Canada).

Section 10.2 Notices. All demands, notices, directions and other communications given or made hereunder by the Company to the Holder or the Holder to the Company shall, unless otherwise specified herein, be in writing and shall be deemed to have been duly given or made on the date of receipt by the recipient thereof if received prior to 5:00 p.m. in the place of receipt and such day is a Business Day (or otherwise on the next succeeding Business Day) if (a) served by personal delivery or by an internationally recognized overnight courier service upon the party or parties for whom it is intended, (b) delivered by registered or certified mail, return receipt requested or (c) sent by email; provided that the email transmission is promptly confirmed by telephone or otherwise or clearly evidenced. Such communications must be sent to the respective Parties at the following street addresses, email addresses or at such other street address, email address for the Company or the Holder (as the case may be) as shall be specified for such purpose in a notice given in accordance with this Section 10.2 (it being understood that rejection or other refusal to accept or the inability to deliver because of changed street address or email address of which no notice was given shall be deemed to be receipt of such communication as of the date of such rejection, refusal or inability to deliver):

If to the Company:

Canada House Cannabis Group Inc.
1773 Bayly Street
Pickering, Ontario L1W 2Y7
Attention: Chris Churchill-Smith, Chief Executive Officer
Telephone: <redacted – confidential information>
Email: <redacted – confidential information>

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

Caravel Law
342 Queen Street West, Suite 200
Toronto, Ontario M5V 2A2
Attention: Jeffrey D. Klam
Telephone: <redacted – confidential information>
Email: <redacted – confidential information>

If to the Holder:

Archerwill Investments Inc.
3 Brookfield Road
Toronto, Ontario M2P 1B1
Attention: Irvine Weitzman
Telephone: <redacted – confidential information>
Email: <redacted – confidential information>

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

Blake, Cassels & Graydon LLP
199 Bay Street, Suite 4000
Toronto, Ontario M5L 1A9
Attention: Jake Gilbert
Telephone: <redacted – confidential information>
Email: <redacted – confidential informa ion>

Section 10.3 Expenses. Except as provided in the Subscription Agreement, all costs, fees and expenses incurred in connection with this Debenture and the transactions contemplated by this Debenture shall be paid by the party incurring such cost, fee or expense.

Section 10.4 Registration of Debentures. The Company shall cause to be kept at the head office of the Company a register in which shall be entered the name and latest known address of the Holder and any other holders of Debentures. Such register shall at all reasonable times during regular business hours of the Company be open for inspection by the Holder and any such holder. The Company shall not be charged with notice of or be bound to see to the performance of any trust, whether express, implied, or constructive, in respect of this Debenture and may act on the direction of the Holder, whether named as trustee or otherwise, as though the Holder were the beneficial owner of this Debenture.

Section 10.5 Release and Discharge. If the Holder exercises all conversion rights attached to this Debenture pursuant to Article 4 – hereof or if the Company pays all of the Obligations in full to the Holder, the Holder shall release this Debenture and the Company shall be, and shall be deemed to have, discharged of all its obligations under this Debenture.

Section 10.6 Severability. The provisions of this Debenture shall be deemed severable and the illegality, invalidity or unenforceability of any provision shall not affect the legality, validity or enforceability of the other provisions of this Debenture. If any provision of this Debenture, or the application of such provision to any Person or any circumstance, is illegal, invalid or unenforceable, (a) a suitable and equitable provision to be negotiated by the Company and the Holder, each acting reasonably and in good faith shall be substituted therefor in order to carry out, so far as may be legal, valid and enforceable, the intent and purpose of such legal, invalid or unenforceable provision, and (b) the remainder of this Debenture and the application of such provision to other Persons or circumstances shall not be affected by such illegality, invalidity or unenforceability, nor shall such illegality, invalidity or unenforceability affect the legality, validity or enforceability of such provision, or the application of such provision, in any other jurisdiction.

Section 10.7 Entire Agreement.

(a) This Debenture (including the Schedules), the Subscription Agreement and the Transaction Documents, constitute the entire agreement between the Company and the Holder with respect to the subject matter hereof and thereof and supersede all other prior and contemporaneous agreements, negotiations, understandings, representations and warranties, whether oral or written, with respect to such matters.

(b) Except for the express written representations and warranties made by the Company in this Debenture, the Subscription Agreement or in any Transaction Document, neither the Company nor any other Person makes any express or implied representation or warranty with respect to the Company or any of its Subsidiaries or any of their respective businesses, operations, assets, liabilities, conditions (financial or otherwise) or prospects in connection with this Debenture or the transactions contemplated by this Debenture, and the Company expressly disclaims any such other representations or warranties and the

Holder acknowledges and agrees that it has relied solely on the results of its and its Subsidiaries' and its and their respective Representatives' independent investigations, and none of the Holder, any of its Affiliates or any of its or their respective Representatives has relied on and none are relying on any representations or warranties regarding the Company or any of its Subsidiaries or any of its or their respective Representatives, other than the express written representations and warranties expressly set forth in this Debenture and in any instrument or other document delivered pursuant to this Debenture, the Subscription Agreement or any of the Transaction Documents; provided, however, that notwithstanding anything to the contrary set forth in the foregoing provisions of this Section 10.7, nothing in this Section 10.7 shall limit the Holder's remedies with respect to claims of fraud in connection with, arising out of or otherwise related to the express written representations and warranties made by the Company in this Debenture and in any instrument or other document delivered pursuant to this Debenture or any Intentional Breach of any representation, warranty, agreement or covenant in this Debenture.

Section 10.8 Successors and Assigns. This Debenture shall be binding upon and inure to the benefit of the Company and the Holder and their respective successors, legal representatives and permitted assigns.

Section 10.9 Transfer of Debenture. No transfer of this Debenture shall be valid unless made in accordance with applicable Laws, including all applicable Canadian Securities Laws. If the Holder intends to transfer this Debenture or any portion thereof, it shall deliver to the Company the transfer form attached to this Debenture as Schedule D, duly executed by the Holder. Upon compliance with the foregoing conditions and the surrender by the Holder of this Debenture, the Company shall execute and deliver to the applicable transferee a new Debenture registered in the name of the transferee. If less than the full Principal Amount of this Debenture is transferred, the Holder shall be entitled to receive, in the same manner, a new Debenture registered in its name evidencing the portion of the Principal Amount of this Debenture not so transferred. Prior to registration of any transfer of this Debenture, the Holder and the applicable transferee shall be required to provide the Company with necessary information and documents, including certificates and statutory declarations, as may be required to be filed under applicable Laws.

Section 10.10 Amendment or Other Modification; Waiver.

(a) Subject to the provisions of applicable Law, this Debenture may be amended or otherwise modified only by a written instrument duly executed and delivered by the Company and the Holder.

(b) The conditions to each of the Company's and the Holder's respective obligations to consummate the transactions contemplated by this Debenture are for the sole benefit of the Company and the Holder (as the case may be) and may be waived by the Company and the Holder (as the case may be) in whole or in part to the extent permitted by applicable Law; provided, however, that any such waiver shall only be effective if made in a written instrument duly executed and delivered by the party against whom the waiver is to be effective. No failure or delay by the Company or the Holder in exercising any right, power or privilege hereunder or under applicable Law shall operate as a waiver of such rights and, except as otherwise expressly provided herein, no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

Section 10.11 Governing Law and Venue; Submission to Jurisdiction; Selection of Forum; Waiver by Trial by Jury.

(a) This Debenture shall be in all respects governed by and construed and interpreted in accordance with the Laws of the Province of Ontario and the federal Laws of Canada applicable therein, without regard to the conflicts of laws provisions, rules or principles thereof (or any other jurisdiction) to the extent that such provisions, rules or principles would direct a matter to another jurisdiction.

(b) The Company and the Holder agree that: (i) it shall bring any Claim in connection with, arising out of or otherwise relating to this Debenture, any instrument or other document delivered pursuant to Debenture or the transactions contemplated by this Debenture exclusively in the Chosen Court; and (ii) solely in connection with such Claims, (A) irrevocably and unconditionally submits to the exclusive jurisdiction of the Chosen Court, (B) irrevocably waives any objection to the laying of venue in any such Claim in the Chosen Court, (C) irrevocably waives any objection that the Chosen Court is an inconvenient forum or does not have jurisdiction over the Company or the Holder, (D) agree that mailing of process or other papers in connection with any such Claim in the manner provided in Section 10.2 or in such other manner as may be permitted by applicable Law shall be valid and sufficient service thereof and (E) it shall not assert as a defense any matter or Claim waived by the foregoing clauses (A) through (D) of this Section 10.11(b) or that any Order issued by the Chosen Court may not be enforced in or by the Chosen Court.

(c) The Company and the Holder acknowledge and agree that any controversy which may be connected with, arise out of or otherwise relate to this Debenture, any instrument or other document delivered pursuant to this Debenture or the transactions contemplated by this Debenture is expected to involve complicated and difficult issues, and therefore the Company and the Holder irrevocably and unconditionally waive to the fullest extent permitted by applicable Law any right it may have to a trial by jury with respect to any Claim, directly or indirectly, connected with, arising out of or otherwise relating to this Debenture, any instrument or other document delivered pursuant to this Debenture or the transactions contemplated by this Debenture. The Company and the Holder hereby acknowledge and certify that (i) no Representative of the other has represented, expressly or otherwise, that the other would not, in the event of any Claim, seek to enforce the foregoing waiver, (ii) it understands and has considered the implications of this waiver, (iii) it makes this waiver voluntarily and (iv) it has been induced to enter into this Debenture and the transactions contemplated by this Debenture by, among other things, the mutual waivers, acknowledgments and certifications set forth in this Section 10.11(c).

Section 10.12 Injunctive Relief. The Company and the Holder acknowledge and agree that the rights of each to consummate the transactions contemplated by this Debenture are special, unique and of extraordinary character and that if for any reason any of the provisions of this Debenture are not performed in accordance with their specific terms or are otherwise breached, immediate and irreparable harm or damage would be caused for which money damages would not be an adequate remedy. Accordingly, the Company and the Holder agree that, subject to Section 10.7(b) in addition to any other available remedies the Company or the Holder may have in equity or at law, each shall be entitled to enforce specifically the terms and provisions of this Debenture and to obtain an injunction restraining any breach or violation or threatened breach or violation of the provisions of this Debenture, consistent with the provisions of Section 10.11(b) in the Chosen Court without necessity of posting a bond or other form of security. In the event that any Claim should be brought in equity to enforce the provisions of this Debenture, no party shall allege, and each party hereby waives the defense, that there is an adequate remedy at law.

Section 10.13 Further Assurances. Each of the Company and the Holder shall promptly do, make, execute, deliver, or cause to be done, made, executed or delivered, all such further acts, documents and things as may reasonably be required to carry out the provisions of this Debenture and to give effect to the transactions contemplated by this Debenture.

Section 10.14 Counterparts. This Debenture may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Debenture by electronic transmission, including in portable document format (.pdf), shall be deemed as effective as delivery of an original executed counterpart of this Debenture.

SCHEDULE B

SUBSIDIARY SECURITY AGREEMENTS

SCHEDULE C

CONVERSION NOTICE

TO: CANADA HOUSE CANNABIS GROUP INC. (the "Company")

Pursuant to the 8.00% Secured Convertible Debenture (the "**Debenture**") of the Company issued to the undersigned on [●], 2020, the undersigned hereby notifies you that $_____ of **[the principal amount outstanding under the Debenture] [and] [$_____ of the accrued and unpaid interest owing under the Debenture]** shall be converted into Common Shares of the Company in accordance with the terms of the Debenture on _____ **[DATE]**.

The certificates representing the Common Shares to be issued shall be registered as follows:

Name	Address for Delivery	# of Common Shares

SIGNED by the above named

_____
(Print name as name is to appear on Share Certificate)

DATED this ____ day of _____**[DATE]**.

[NAME]

By: _____
Name:
Title:

SCHEDULE D

TRANSFER FORM

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers to:

(Name)

_____

(Address)

_____

_____

(the "**Transferee**"), of $ _____ principal amount of 8.00% Secured Convertible Debenture of Canada House Cannabis Group Inc. issued on [●], 2020 registered in the name of the undersigned on the register of Debentures represented by the attached Debenture, and irrevocably appoints _____ as the attorney of the undersigned to transfer to the Transferee the said principal amount of the Debenture on the books or register of transfer, with full power of substitution.

DATED the _____ day of_____, _____.

[NAME]

By: _____

Name:
Title:

Note to Holder: In order to transfer the Debenture, this transfer form must be delivered to Canada House Cannabis Group Inc.

EXHIBIT C

FORM OF PURCHASED WARRANT CERTIFICATE

(*attached*)

UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY AND ANY UNDERLYING SECURITIES MUST NOT TRADE SUCH SECURITIES BEFORE [●], 2020.[1]

THIS WARRANT CERTIFICATE AND THE SECURITIES ISSUABLE UPON EXERCISE OF THIS WARRANT CERTIFICATE ARE SUBJECT TO THE INVESTOR RIGHTS AGREEMENT DATED AS OF THE DATE HEREOF (THE "INVESTOR RIGHTS AGREEMENT") BETWEEN CANADA HOUSE CANNABIS GROUP INC. (THE "COMPANY") AND ARCHERWILL INVESTMENTS INC. A COPY OF THE INVESTOR RIGHTS AGREEMENT SHALL BE FURNISHED OR OTHERWISE MADE AVAILABLE BY OR ON BEHALF OF THE COMPANY TO THE HOLDER OF THIS WARRANT CERTIFICATE UPON REQUEST.

WARRANT TO PURCHASE COMMON SHARES

CANADA HOUSE CANNABIS GROUP INC.

Warrant Certificate Number: W-2020-001

Original Issuance Date: [●], 2020

This WARRANT TO PURCHASE COMMON SHARES (this "**Warrant Certificate**") OF CANADA HOUSE CANNABIS GROUP INC. (d/b/a CANADA HOUSE WELLNESS GROUP), a corporation existing under the *Canada Business Corporations Act* (the "**Company**"), certifies that, for value received and subject to the terms and conditions set forth herein, including, for the avoidance of doubt, Section 6, ARCHERWILL INVESTMENTS INC. (the "**Holder**"), or its permitted assigns, is entitled at any time from and following the date hereof and prior to the Expiry Time, to subscribe for and purchase, acquire, accept and receive up to 130,000,000 Common Shares (as adjusted from time to time pursuant to Section 6, the "**Warrant Shares**"), validly issued, fully paid and non-assessable and free and clear of all Encumbrances, at the Exercise Price. This Warrant Certificate is issued pursuant to the terms and conditions of the Subscription Agreement dated July 15, 2020 (the "**Subscription Agreement**") between the Company and the Holder.

Nothing contained herein shall confer any right upon the Holder to subscribe for or purchase, acquire, accept or receive any Common Shares at any time after the Expiry Time, and from and after the Expiry Time, this Warrant Certificate and all rights hereunder and thereunder shall be void and of no value.

Section 1. Defined Terms. Whenever used in this Warrant Certificate, except as otherwise specifically provided herein, the following terms shall have the meanings set forth in this Section 1.

"**Adjustment Period**" means the period commencing on the date hereof.

"**Affiliate**" means, with respect to any Person, any other Person directly or indirectly controlling, controlled by, or under common control with such Person as of the date on which, or at any time during the period for which, the determination of affiliation is being made (for purposes of this definition, the term "control" (including the correlative meanings of the terms "controlled by" and "under common control with"), as used with respect to any Person, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by Contract or otherwise); provided, however, that solely for the purposes of the definition

[1] Insert the date that is four months and one day following the Closing Date.

of "Independent Person": (a) with respect to the Company and its Subsidiaries, "Affiliate" at all times excludes the Holder and any Person that directly or indirectly controls or is under common control with the Holder; and (b) with respect the Holder and any Person that directly or indirectly controls or is under common control with the Holder, "Affiliate" at all times excludes the Company and its Subsidiaries (and, for the avoidance of doubt, the other entities listed in clause (a)).

"**Approvals**" has the meaning ascribed to such term in Section 7(a).

"**Bankruptcy and Equity Exception**" means bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar Laws of general applicability relating to or affecting creditors' rights and to general equity principles.

"**Business Day**" means any day other than a Saturday, Sunday or other day on which commercial banks in Toronto, Ontario are authorized or required by Law to close.

"**CDS**" means CDS Clearing and Depository Services Inc.

"**Chosen Court**" means the Ontario Superior Court of Justice (Commercial List).

"**Claim**" means any claim, cause of action, action, demand, lawsuit, investigation, review, grievance, citation, summons, subpoena, inquiry, audit, hearing, originating application to a tribunal, arbitration or other similar proceeding of any nature, civil, criminal, regulatory, administrative or otherwise, whether in equity or at law, in contract or in tort or otherwise.

"**Closing**" has the meaning ascribed to such term in the Subscription Agreement.

"**Common Share**" means any common share in the capital of the Company.

"**Common Share Reorganization**" has the meaning ascribed to such term in Section 6(a)(i)(A).

"**Company**" has the meaning ascribed to such term in the legend on the face of this Warrant Certificate.

"**Company Shareholder**" means the holders of Common Shares.

"**Contract**" has the meaning ascribed to such term in the Subscription Agreement.

"**Debenture**" means the 8.00% secured convertible debenture due [●], 2025 in the aggregate principal amount of $6,000,000 issued by the Company to the Holder on the date hereof.

"**Encumbrance**" means any pledge, lien, charge, option, hypothecation, mortgage, security interest, adverse right or claim, prior assignment, encroachment, easement, right of way, restriction, or any other encumbrance of any kind or nature whatsoever, whether contingent or absolute, but excludes any Permitted Encumbrance.

"**Exchange**" means the Canadian Securities Exchange, or any successor entity thereto or if the Common Shares are no longer listed, traded or quoted thereon, any other securities exchange or quotation system on which the Common Shares are listed, traded or quoted.

"**Exercise Price**" means, subject to adjustment pursuant to Section 6 from time to time, $0.06 per Warrant Share, without any setoff, counterclaim, deduction or withholding.

"**Exercise Price Change**" has the meaning ascribed to such term in Section 6(a)(i)(B).

"**Expiry Time**" means 5:00 p.m. (Toronto time) on [●], 2024.[2]

"**Governmental Authority**" means any Canadian, U.S., non-U.S., non-Canadian or supranational government or governmental (including public international organizations), quasi-governmental, regulatory or self-regulatory authority (including any stock exchange or other self-regulatory organization), agency, commission, body, department or instrumentality or any court, tribunal or arbitrator or other entity or subdivision thereof or other legislative, executive, administrative or judicial entity or subdivision thereof, in each case of competent jurisdiction.

"**Independent Person**" means an individual that is (a) "independent" under sections 1.4 and 1.5 of National Instrument 52-110 *Audit Committees*; and (b) not a director, officer or other employee of the Holder or any of its Affiliates.

"**Investor Rights Agreement**" has the meaning ascribed to such term in the legend on the face of this Warrant Certificate.

"**Law**" means any Canadian, U.S., non-U.S., non-Canadian, federal, state, provincial, territorial, local, municipal or other law, statute, constitution, principle of common law, ordinance, code, standard, rule, regulation, ruling or requirement issued, enacted, adopted, promulgated, implemented or otherwise put into effect by or under the authority of any Governmental Authority or any Order.

"**Order**" means any order, award, judgment, injunction, writ, decree (including any consent decree or similar agreed order or judgment), directive, settlement, stipulation, ruling, determination, decision or verdict, whether civil, criminal or administrative, in each case, that is entered, issued, made or rendered by any Governmental Authority.

"**Parties**" means, collectively, the Company and the Holder (each, a "**Party**").

"**Permitted Encumbrance**" has the meaning ascribed to such term in the Debenture.

"**Per Share Cost**" has the meaning ascribed to such term in Section 6(a)(ii).

"**Person**" means any individual, corporation (including not-for-profit), general or limited partnership, limited liability company, joint venture, association, joint-stock company, estate, trust, organization, Governmental Authority or other entity of any kind or nature.

"**Representatives**" means, with respect to any Person, any director, principal, partner, manager, member (if such Person is a member-managed limited liability company or similar entity), employee (including any officer), consultant, investment banker, financial advisor, legal counsel, attorney-in-fact, accountant or other advisor, agent or other representative of such Person, in each case acting in their capacity as such.

"**Rights Offering**" has the meaning ascribed to such term in Section 6(a)(ii).

"**Rights Offering Securities**" has the meaning ascribed to such term in Section 6(a)(ii).

[2] Insert the date that is four years following the Closing Date.

"**Rights Period**" has the meaning ascribed to such term in Section 6(a)(ii).

"**Subscription Agreement**" has the meaning ascribed to such term in the Preamble.

"**Subscription Form**" means the subscription form in the form set forth in Schedule A or such other form the Company and the Holder may agree to in writing.

"**Subsidiary**" means, with respect to any Person, any other Person of which at least a majority of (a) the securities or ownership interests of such other Person having by their terms ordinary voting power to elect a majority of the board of directors or other individuals performing similar functions or (b) the equity or ownership interests of such other Person, in each case is directly or indirectly owned or controlled by such first Person and/or by one or more of its Subsidiaries.

"**Transaction Documents**" has the meaning ascribed to such term in the Subscription Agreement, excluding this Warrant Certificate.

"**Transfer Form**" means the transfer form in the form set forth in Schedule B or such other form the Company and the Holder may agree to in writing.

"**Warrant Certificate**" has the meaning ascribed to such term in the Preamble, but also means any warrant certificates issued upon division or combination of, or in replacement of this Warrant Certificate pursuant to Section 3, Section 9, Section 10 or Section 16, as the case may be.

"**Warrant Register**" has the meaning ascribed to such term in Section 16(c).

"**Warrant Shares**" has the meaning ascribed to such term in the Preamble.

Section 2. Other Terms; Interpretation and Construction.

(a) Unless otherwise specified herein, all Preamble, Section, clause and Schedule references used in this Warrant Certificate are to the preamble, sections, clauses and schedules to this Warrant Certificate.

(c) Unless the context otherwise requires, for purposes of this Warrant Certificate: (i) if a term is defined as one part of speech (such as a noun), it shall have a corresponding meaning when used as another part of speech (such as a verb); (ii) the terms defined in the singular shall have a comparable meaning when used in the plural and vice versa; (iii) words importing any gender shall include all genders; (iv) whenever the words "includes" or "including" are used, they shall be deemed to be followed by the words "without limitation"; (v) the words "hereto," "hereof," "hereby," "herein," "hereunder" and similar terms in this Warrant Certificate shall refer to this Warrant Certificate as a whole and not any particular provision of this Warrant Certificate; and (vi) the word "extent" in the phrase "to the extent" shall mean the degree to which a subject or other thing extends and such phrase shall not mean simply "if".

(d) Except as otherwise specifically provided herein or the context otherwise requires, the term "dollars" and the symbol "$" mean Canadian dollars and all amounts in this Warrant Certificate shall be paid in Canadian dollars, and in the event any amounts, costs, fees or expenses incurred by the Company or the Holder pursuant to this Warrant Certificate are denominated in a currency other than Canadian dollars, to the extent applicable, the Canadian dollar equivalent for such costs, fees and expenses shall be determined by converting such other currency to Canadian dollars at the foreign exchange rates published by the Bank of Canada or, if not reported thereby, another authoritative source reasonably determined by

the Company, in effect at the time such amount, cost, fee or expense is incurred, and in the event the resulting conversion yields a number that extends beyond two decimal points, rounded to the nearest penny.

(e) Except as otherwise specifically provided herein, when calculating the period of time within which, or following which, any action is to be taken pursuant to this Warrant Certificate, the date that is the reference day in calculating such period shall be excluded and if the last day of the period is a non-Business Day, the period in question shall end on the next Business Day or if any action must be taken hereunder on or by a day that is not a Business Day, then such action may be validly taken on or by the next day that is a Business Day. References to a number of days shall refer to calendar days unless Business Days are specified.

(h) The Company and the Holder have jointly negotiated and drafted this Warrant Certificate, and if an ambiguity or a question of intent or interpretation arises, this Warrant Certificate shall be construed as if drafted jointly by the Company and the Holder, and no presumption or burden of proof shall arise favoring or disfavoring the Company or the Holder by virtue of the authorship of any provision of this Warrant Certificate.

Section 3. Exercise of Warrant.

(a) The rights represented by this Warrant Certificate may be exercised by the Holder, in whole or in part, from time to time on any Business Day on or after the date hereof, but, for the avoidance of doubt, following the Closing, until the Expiry Time, by: (i) the surrender of this Warrant Certificate (subject to Section 3(d)), with a duly properly completed and duly executed Subscription Form, at the Company's then principal office (or such other office of the Company or with a designated agent of the Company as the Company may designate by notice in writing to the Holder at the address of such Holder appearing in the Warrant Register from time to time); and (ii) payment by wire transfer of immediately available funds to such account or accounts designated by the Company on behalf of itself or such one or more designees thereof in an amount equal to the product obtained by ***multiplying*** the Exercise Price by the aggregate number of Warrant Shares in respect of which this Warrant Certificate is then being exercised; provided that, in the event the Holder is unable to surrender and/or deliver the physical form of this Warrant Certificate along with an original copy of the executed Subscription Form to the Company's principal office (or such other office of the Company or with a designated agent of the Company as the Company may designate in accordance with the terms hereof) as a result of events which are beyond its control, including cyber-attacks, energy blackouts, pandemics, terrorist attacks, acts of war, earthquakes, hurricanes, tornados, fires, floods, ice storms or other natural or manmade catastrophes, for the purposes of exercising the Warrant the Holder shall be entitled to surrender and/or deliver a copy of this Warrant Certificate along with a copy of the executed Subscription Form by email transmission in accordance with Section 11 hereof, and shall provide the physical form of this Warrant Certificate along with an original copy of the executed Subscription Form to the Company or its designated agent as soon as is practicable in light of the circumstances.

(b) Upon the proper exercise of the rights represented by this Warrant Certificate pursuant to Section 3(a), the Company shall, as promptly as practicable, issue, sell and deliver to the Holder the Warrant Shares so subscribed for and purchased pursuant to such exercise (it being acknowledged and agreed that any such Warrant Share shall be represented by one or more fully registered global certificates registered in the name of "CDS & Co.", as the nominee of CDS to be held by CDS as book-based securities in accordance with the rules and procedures of CDS on behalf of the securities account designated by the Holder in the applicable Subscription Form). Any Warrant Shares subscribed for and purchased pursuant to this Warrant Certificate shall be deemed to be issued, sold and delivered to the Holder, as the beneficial owner of such Warrant Shares, as of the close of business on the Business Day on which the Holder shall

have satisfied its obligations under Section 3(a) with respect to the exercise of the rights contemplated thereby.

(c) Any partial exercise of the rights represented by this Warrant Certificate resulting in the Holder subscribing for and purchasing, acquiring, accepting and receiving less than all of the aggregate number of Warrant Shares available hereunder shall reduce the number of outstanding Warrant Shares the Holder may subscribe for and purchase, acquire, accept and receive hereunder by an amount equal to the number of Warrant Shares so subscribed for and purchased, acquired, accepted and received, and the Holder or any successor, permitted assign or transferee thereof, by acceptance of this Warrant Certificate, acknowledges and agrees that the number of Warrant Shares available for subscription for and purchase, acquisition, acceptance and receipt hereunder at any given time may be less than the amount stated on the face hereof. The Company shall, as promptly as practicable, confirm in writing the number of Warrant Shares available hereunder upon the reasonable request of the Holder.

(d) Unless the rights represented by this Warrant Certificate shall have expired or shall have been fully exercised, the Company shall, at the request of the Holder, upon the issuance, sale and delivery of the applicable Warrant Shares pursuant to Section 3(b), issue to the Holder a new Warrant Certificate, which shall be of like tenor to the Warrant Certificate being so replaced and shall be exercisable in the aggregate for a number of Warrant Shares as expressly contemplated by the Warrant Certificate so replaced *less* any Warrant Shares subscribed for and purchased, acquired, accepted and received under such replaced Warrant Certificate.

(e) No fractional Warrant Shares or scrip shares representing fractional Warrant Shares shall be issued upon any exercise of this Warrant Certificate. Any fractional Warrant Shares or scrip shares representing fractional Warrant Shares shall be rounded up to the nearest whole number without payment or compensation in lieu thereof.

Section 4. Holder Not a Shareholder. Except as expressly provided by this Warrant Certificate and the Investor Rights Agreement, prior to the issuance to the Holder of the Warrant Shares to which the Holder is entitled to receive upon the exercise of this Warrant Certificate, the Holder, with respect to such Warrant Shares, shall not be entitled to receive dividends or other distributions, consent to any action of the Company Shareholders, receive notice of or vote at any meeting of Company Shareholders, receive notice of any other proceedings of the Company, or have any other rights as a Company Shareholder.

Section 5. Valid Issuance and Authorized Shares. With respect to the exercise of this Warrant Certificate, the Company hereby represents, covenants and agrees that:

(a) this Warrant Certificate is a valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, subject to the Bankruptcy and Equity Exception;

(b) all Warrant Shares which may be issued upon the exercise of the rights represented by this Warrant Certificate, including, for the avoidance of doubt, as adjusted pursuant to Section 6, shall, upon issuance, be duly and validly authorized and issued, fully paid and non-assessable and free and clear of all Encumbrances;

(c) a sufficient number of Warrant Shares to provide for the exercise of the rights represented by this Warrant Certificate, including, for the avoidance of doubt, as adjusted pursuant to Section 6, shall, from the date hereof until the Expiry Time, be authorized and reserved for issuance;

(d) the Company shall not close its shareholder books or records in any manner which prevents the timely exercise of the rights represented by this Warrant Certificate, pursuant to the terms hereof; and

(e) the Company shall ensure that Warrant Shares may be issued to the Holder upon the exercise of this Warrant Certificate without violation of any applicable Law (including, for the avoidance of doubt, the requirements of the Exchange and any other stock or securities exchange, marketplace or trading market upon which the Company has sought and obtained listing of the Common Shares).

Section 6. Adjustment to Exercise Price and Number of Warrant Shares.

(a) Subject to Section 6(b), the Exercise Price and the number of Warrant Shares issuable to the Holder upon the exercise of this Warrant Certificate shall be subject to adjustment from time to time as expressly provided in the provisions of this Section 6 (in each case, after taking into consideration any prior adjustments pursuant to this Section 6); provided, however, that if more than one subsection of this Section 6 is applicable to a single event, the subsection shall be applied that produces the largest adjustment and no single event shall cause an adjustment under more than one subsection of this Section 6 so as to result in duplication.

(i) **Share Dividends or Distributions, Consolidations and Splits**.

(A) If at any time during the Adjustment Period the Company shall: (1) fix a record date for the issue of, or (without having fixed a record date therefor) issue, Common Shares to the holders of all or substantially all of the outstanding Common Shares by way of a share dividend; (2) fix a record date for the distribution to, or (without having fixed a record date therefor) make a distribution to, the holders of all or substantially all of the outstanding Common Shares payable in Common Shares (which for the avoidance of doubt, shall not include any Warrant Shares issued by the Company upon the exercise of this Warrant Certificate); (3) subdivide, split or otherwise divide the outstanding Common Shares into a greater number of Common Shares; or (4) consolidate, reverse-split or otherwise aggregate the outstanding Common Shares into a smaller number of Common Shares (any of the events contemplated by the foregoing clauses (1), (2), (3) and (4) of this Section 6(a)(i)(A), a "**Common Share Reorganization**"), then the Exercise Price shall be adjusted, effective immediately after the record date for the determination of the Company Shareholders entitled to receive the distributions contemplated by the foregoing clauses (1) or (2) of this Section 6(a)(i)(A) or immediately after the effective date in the case of such a subdivision or consolidation contemplated by the foregoing clauses (3) or (4) of this Section 6(a)(i)(A), to an amount equal to the product obtained, rounded to the nearest penny, by ***multiplying*** the Exercise Price in effect immediately prior to any such adjustment by a fraction: (x) the numerator of which shall be the number of Common Shares outstanding on such record date or effective date, as the case may be, before giving effect to such Common Share Reorganization; and (y) the denominator of which shall be the number of Common Shares which will be outstanding immediately after giving effect to such Common Share Reorganization.

(B) If at any time during the Adjustment Period any adjustment in the Exercise Price shall occur pursuant to this Section 6(a)(i)(B)**Error! Reference source not found.** (any such adjustment, an "**Exercise Price Change**"), then the number of Warrant Shares purchasable upon the subsequent exercise of this Warrant Certificate shall be simultaneously adjusted so that it is equal to the product obtained by ***multiplying*** (I) the number of Common Shares purchasable upon the exercise of this Warrant Certificate immediately prior to the effectiveness of such Exercise Price Change by (II) a fraction of

which (x) the numerator is the Exercise Price as in effect immediately prior to such Exercise Price Change and (y) the denominator is the Exercise Price as in effect immediately after such Exercise Price Change.

(ii) **Rights Offering**. If at any time prior to the Expiry Date the Company shall fix a record date for the issue of rights, options or warrants (the "**Rights Offering Securities**") to all or substantially all of the Company Shareholders entitling them, for a period of time after such record date (such period from the record date to the date of expiry being referred to in this Section 6(a)(ii) as the "**Rights Period**"), to subscribe for or purchase Common Shares (or securities convertible into or exchangeable for Common Shares) at a price per share determined in accordance with applicable Laws and Exchange rules (such subscription price per Common Share (inclusive of any cost of acquisition of securities exchangeable for or convertible into Common Shares in addition to any direct cost of Common Shares) being referred to in this Section 6(a)(ii) as the "**Per Share Cost**"), the Company shall give written notice to the Holder with respect thereto (any of such events herein referred to as a "**Rights Offering**"), and the Holder shall have 15 days after receipt of such notice to elect to exercise this Warrant Certificate at the then applicable Exercise Price and otherwise on terms and conditions set out in this Warrant Certificate. If the Holder elects to exercise this Warrant Certificate, such conversion shall occur immediately prior to the record date for the issuance of such Rights Offering Securities. If the Holder elects not to exercise this Warrant Certificate, subject to the Company's obligation under Section 7 and any required approvals under applicable Laws or of the Exchange, the Company shall issue to the Holder on the same date as the Rights Offering Securities are issued to Company Shareholders equivalent securities to the Rights Offering Securities providing for the identical rights, terms and conditions as such Rights Offering Securities, including the Per Share Cost that the Holder would have been entitled to be issued on the record date for such Rights Offering if it had exercised this Warrant Certificate into Common Shares at the then applicable Exercise Price and was the holder of record of such Common Shares on the record date for the issuance of the Rights Offering Securities, and the Holder will be entitled to subscribe for or purchase Common Shares (or securities convertible into or exchangeable for Common Shares) at the Per Share Cost during the applicable Rights Period.

(b) In connection with any adjustments made pursuant to Section 6(a):

(i) subject to the other provisions of this Section 6(b), any adjustment made pursuant to Section 6(a) shall be made successively whenever an event referred to therein shall occur;

(ii) if the Company sets a record date to determine the Company Shareholders for the purpose of entitling such holders to receive any dividend or distribution and shall thereafter and before the distribution to such holders of any such dividend or distribution legally abandon its plan to pay or deliver such dividend or distribution, then no adjustment in the Exercise Price or the number of Common Shares purchasable under the Warrant Certificate shall be required by reason of the setting of such record date; and

(iii) in any case in which this Warrant Certificate shall require that an adjustment shall become effective immediately after a record date for an event referred to in Section 6(a), the Company (acting reasonably and in good faith) may defer, until the occurrence of such event: (A) issuing to the Holder, to the extent that this Warrant Certificate is exercised after such record date and before the occurrence of such event, the additional Warrant Shares issuable upon such exercise by reason of the adjustment required by such event; and (B) delivering to the Holder any distribution declared with respect to such additional Warrant Shares after such record date and before such event; provided, however, that the Company shall deliver to the Holder an appropriate instrument evidencing the right of the Holder upon the occurrence of the event requiring the

adjustment, to an adjustment in the Exercise Price or the number of Warrant Shares purchasable upon the exercise of this Warrant Certificate and to such distribution declared with respect to any such additional Warrant Shares issuable on the exercise of this Warrant Certificate.

(c) Not later than the earlier of the record date or effective date of any event which requires or might require an adjustment in any of the rights of the Holder under this Warrant Certificate, including the Exercise Price or the number of Warrant Shares which may be subscribed for and purchased, acquired, accepted and received under this Warrant Certificate, the Company shall deliver to the Holder a notice briefly stating the particulars of such event and, if determinable, the required adjustment and the calculation of such adjustment. In case any adjustment for which a notice in this Section 6(c) has been given is not then determinable, the Company shall promptly after such adjustment is determinable deliver to the Holder a notice setting forth the calculation of such adjustment.

(d) Subject to the Company's obligations under Section 7, where the provisions of this Section 6 do not otherwise apply or if for any reason the provisions of this Section 6 are unable to be applied pursuant to applicable Laws or the rules of the Exchange, prior to issuing any Common Shares, or any securities exchangeable for or convertible into Common Shares (including, for the avoidance of doubt, any warrant, option, right or preferred security), (i) in any transaction of a similar or comparable nature to the other transactions to which an adjustment to the Exercise Price would be required pursuant to Section 6(a)(i) or the Holder's participation right under Section 6(a)(ii) and that is made available to all or substantially all of the Company Shareholders, pursuant to which the Holder would have been entitled to be issued Common Shares, or any securities exchangeable for or convertible into Common Shares, as applicable, if it had exercised this Warrant Certificate and received Common Shares on the exercise thereof and was the holder of record of such Common Shares on the relevant date for the entitlement to receive such securities or (ii) in the case of a transaction covered by Section 6(a)(i) or Section 6(a)(ii), if for any reason the provisions of this Section 6 are unable to be applied pursuant to applicable Laws or the rules of the Exchange, the Company, to the extent practicable, shall advise and consult in good faith with the Holder and the Parties shall mutually agree in writing on the appropriate adjustment (and the calculation of such adjustment) or an appropriate participation or other right, as the case may be, to be made or provided, as applicable, in connection with such issuance.

Section 7. Regulatory Approval.

(a) In connection with any exercise, or anticipated exercise, of the rights represented by this Warrant Certificate that, upon exercise, would require (i) any approval of the Exchange, (ii) any approval of the Company Shareholders, or (iii) any other approval which may be required in accordance with applicable Laws (collectively, "**Approvals**"), Holder may convert such amount into Common Shares up to the maximum number of Common Shares not requiring any such Approvals and the Company shall, and shall cause its Subsidiaries to, satisfy or obtain such Approvals as promptly as practicable following notice from the Holder to the Company of the Holder's intent to exercise its rights pursuant to this Warrant Certificate. In furtherance of the foregoing, the Company shall keep the Holder reasonably informed in connection with such efforts.

(a) In connection with any adjustments or readjustments to the Exercise Price made or to be made pursuant to Section 6Section 6(a)(i) or the Holder's participation right under Section 6Section 6(a)(ii), as applicable, the Company shall satisfy or obtain any required Approvals as promptly as practicable, and in any event, prior to undertaking or effecting any such transaction contemplated pursuant to Section 6Section 6(a)(i) requiring such adjustment or readjustment or participation by the Holder, as applicable. In furtherance of the foregoing, the Company shall keep the Holder reasonably informed in connection with such efforts.

Section 8. Subscription Agreement, Investor Rights Agreement, Securities Laws and Legend.

(a) Notwithstanding the generality of Section 14, the Holder hereby acknowledges and agrees that this Warrant Certificate and all Warrant Shares issuable upon exercise of this Warrant Certificate are and shall be subject to the terms and conditions of the Subscription Agreement and the Investor Rights Agreement, including any representations and warranties of the Holder made therein.

(b) The Holder hereby acknowledges the legend set forth on the face of this Warrant Certificate, agrees to comply in all respects with the applicable securities Laws contemplated by such legend and the requirements of such legend and acknowledges and agrees that any new Warrant Certificate or Warrant Certificates issued pursuant to Section 3, Section 9, Section 10 or Section 16 shall bear or contain the legend set forth on the face of this Warrant Certificate.

Section 9. Loss, Theft, Destruction or Mutilation of this Warrant Certificate. Upon receipt of evidence reasonably satisfactory to the Company (acting reasonably and in good faith) of the loss, theft, destruction or mutilation of this Warrant Certificate and, in the case of any such loss, theft or destruction, upon delivery of a bond, indemnity or security satisfactory to the Company (acting reasonably and in good faith), or, in the case of any such mutilation, upon surrender to the Company and cancellation of such mutilated Warrant Certificate, the Company shall issue to the Holder, in lieu of such lost, stolen, destroyed or mutilated Warrant Certificate, a new Warrant Certificate of like tenor to such lost, stolen, destroyed or mutilated Warrant Certificate, which shall be exercisable in the aggregate for an equivalent number of Warrant Shares as expressly contemplated by the Warrant Certificate so replaced.

Section 10. Division and Combination. Subject to the other applicable terms and conditions of this Warrant Certificate and subject to the terms and conditions of the Investor Rights Agreement (in each case, including those related to any assignment or other transfer of this Warrant Certificate), at any time prior to the Expiry Time, (a) this Warrant Certificate may be divided or, following any such division of this Warrant Certificate, subsequently combined with other Warrant Certificates, upon the surrender of this Warrant Certificate or other Warrant Certificates to the Company at the Company's then principal office (or such other office of the Company or with a designated agent of the Company as the Company may designate by notice in writing to the Holder at the address of such Holder appearing in the Warrant Register from time to time), together with a written notice specifying the names and denominations in which new Warrant Certificates are to be issued, signed by the Holder or their agents or attorneys, (b) the Company shall at, the Holder's expense, issue a new Warrant Certificate or Warrant Certificates in exchange for the Warrant Certificate or Warrant Certificates so surrendered, and (c) such new Warrant Certificate or Warrant Certificates shall be of like tenor to the surrendered Warrant Certificate or Warrant Certificates and shall be exercisable in the aggregate for an equivalent number of Warrant Shares as expressly contemplated by the Warrant Certificate or Warrant Certificates so surrendered.

Section 11. Notices. All notices and other communications given or made hereunder by the Company to the Holder or the Holder to the Company shall, unless otherwise specified herein, be in writing and shall be deemed to have been duly given or made on the date of receipt by the recipient thereof if received prior to 5:00 p.m. in the place of receipt and such day is a Business Day (or otherwise on the next succeeding Business Day) if (a) served by personal delivery or by an internationally recognized overnight courier service upon the Party or Parties for whom it is intended, (b) delivered by registered or certified mail, return receipt requested or (c) sent by email; provided that the email transmission is promptly confirmed by telephone or otherwise or clearly evidenced. Such communications must be sent to the respective Parties at the following street addresses or email addresses or at such other street address or email address for the Company or the Holder (as the case may be) as shall be specified for such purpose in a notice given in accordance with this Section 11 (it being understood that rejection or other refusal to accept

or the inability to deliver because of changed street address or email address of which no notice was given shall be deemed to be receipt of such communication as of the date of such rejection, refusal or inability to deliver):

If to the Company:

Canada House Cannabis Group Inc.
1773 Bayly Street
Pickering, Ontario L1W 2Y7
Attention: Chris Churchill-Smith, Chief Executive Officer
Telephone: <redacted – confidential information>
Email: <redacted – confidential information>

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

Caravel Law
342 Queen Street West, Suite 200
Toronto, Ontario M5V 2A2
Attention: Jeffrey D. Klam
Telephone: <redacted – confidential information>
Email: <redacted – confidential information>

If to the Holder:

Archerwill Investments Inc.
3 Brookfield Road
Toronto, Ontario M2P 1B1
Attention: Irvine Weitzman
Telephone: <redacted – confidential information>
Email: <redacted – confidential information>

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

Blake, Cassels & Graydon LLP
199 Bay Street, Suite 4000
Toronto, Ontario M5L 1A9
Attention: Jake Gilbert
Telephone: <redacted – confidential information>
Email: <redacted – confidential informa ion>

Section 12. Expenses. Except as provided in the Subscription Agreement, all costs, fees and expenses incurred in connection with this Warrant Certificate and the transactions contemplated by this Warrant Certificate, including all costs, fees and expenses of its Representatives, shall be paid by the Party incurring such cost, fee or expense.

Section 13. Severability. The provisions of this Warrant Certificate shall be deemed severable and the illegality, invalidity or unenforceability of any provision shall not affect the legality, validity or enforceability of the other provisions of this Warrant Certificate. If any provision of this Warrant Certificate, or the application of such provision to any Person or any circumstance, is illegal, invalid or unenforceable, (a) a suitable and equitable provision to be negotiated by the Company and the Holder, each acting reasonably and in good faith shall be substituted therefor in order to carry out, so far as may be legal,

valid and enforceable, the intent and purpose of such legal, invalid or unenforceable provision, and (b) the remainder of this Warrant Certificate and the application of such provision to other Persons or circumstances shall not be affected by such illegality, invalidity or unenforceability, nor shall such illegality, invalidity or unenforceability affect the legality, validity or enforceability of such provision, or the application of such provision, in any other jurisdiction.

Section 14. Entire Agreement. This Warrant Certificate (including the Schedules), the Subscription Agreement and the Transaction Documents, constitute the entire agreement between the Company and the Holder with respect to the subject matter hereof and thereof and supersede all other prior and contemporaneous agreements, negotiations, understandings, representations and warranties, whether oral or written, with respect to such matters.

Section 15. No Third-Party Beneficiaries. The Company and the Holder hereby agree that their respective representations, warranties and covenants set forth in this Warrant Certificate are solely for the benefit of the other, subject to the terms and conditions of this Warrant Certificate, and this Warrant Certificate is not intended to, and does not, confer upon any Person (other than the Company and the Holder and their respective successors, legal representatives and permitted assigns) any rights or remedies, express or implied, hereunder.

Section 16. Successors and Assigns; Transferability; Warrant Register.

(a) This Warrant Certificate shall be binding upon and inure to the benefit of the Company and the Holder and their respective successors, legal representatives and permitted assigns.

(b) Subject to applicable securities Laws and Section 8, this Warrant Certificate and all rights hereunder are transferable, in whole or in part, by the Holder to any of its Affiliates, upon the surrender of this Warrant Certificate to the Company at the Company's then principal office (or such other office of the Company or with a designated agent of the Company as the Company may designate by notice in writing to the Holder at the address of such Holder appearing in the Warrant Register from time to time), together with a properly completed and duly executed Transfer Form. Upon such surrender and, if required, such payment, the Company shall issue a new warrant certificate or certificates in the name of the transferee, as applicable, and in the denomination or denominations specified in the Transfer Form, and shall issue to the transferee a new warrant certificate evidencing the portion of this Warrant Certificate, if any, not so transferred, and this Warrant Certificate shall promptly be cancelled.

(c) The Company shall register this Warrant Certificate and any transfers, replacements, divisions or combinations thereof effected pursuant to Section 3, Section 9, Section 10 or Section 16(b) and reflect the number of Warrant Shares subscribed for and purchased, acquired, accepted and received pursuant to the terms of this Warrant Certificate or such other Warrant Certificates in records of the Company to properly be maintained by the Company for such purpose (the "**Warrant Register**"). The Company (acting reasonably and in good faith) may deem and treat the Person whose name appears in the Warrant Register as the holder of this Warrant Certificate or any other Warrant Certificate or Warrant Certificates (as applicable) as the holder thereof for all purposes notwithstanding the receipt of any notices to the contrary.

Section 17. Amendment or Other Modification; Waiver. Subject to the provisions of applicable Law, this Warrant Certificate may be amended or otherwise modified only by a written instrument duly executed and delivered by the Company and the Holder.

Section 18. Governing Law and Venue; Submission to Jurisdiction; Selection of Forum; Waiver of Trial by Jury.

(a) This Warrant Certificate shall be in all respects governed by and construed and interpreted in accordance with the Laws of the Province of Ontario and the federal Laws of Canada applicable therein, without regard to the conflicts of laws provisions, rules or principles thereof (or any other jurisdiction) to the extent that such provisions, rules or principles would direct a matter to another jurisdiction.

(b) The Company and the Holder agree that: (i) it shall bring any Claim in connection with, arising out of or otherwise relating to this Warrant Certificate, any instrument or other document delivered pursuant to Warrant Certificate or the transactions contemplated by this Warrant Certificate exclusively in the Chosen Court; and (ii) solely in connection with such Claims, (A) irrevocably and unconditionally submits to the exclusive jurisdiction of the Chosen Court, (B) irrevocably waives any objection to the laying of venue in any such Claim in the Chosen Court, (C) irrevocably waives any objection that the Chosen Court is an inconvenient forum or do not have jurisdiction over the Company or the Holder, (D) agree that mailing of process or other papers in connection with any such Claim in the manner provided in Section 10 or in such other manner as may be permitted by applicable Law shall be valid and sufficient service thereof and (E) it shall not assert as a defense any matter or Claim waived by the foregoing clauses (A) through (D) of this Section 18(b) or that any Order issued by the Chosen Court may not be enforced in or by the Chosen Court.

(c) The Company and the Holder acknowledge and agree that any controversy which may be connected with, arise out of or otherwise relate to this Warrant Certificate, any instrument or other document delivered pursuant to this Warrant Certificate or the transactions contemplated by this Warrant Certificate is expected to involve complicated and difficult issues, and therefore the Company and the Holder irrevocably and unconditionally waive to the fullest extent permitted by applicable Law any right it may have to a trial by jury with respect to any Claim, directly or indirectly, connected with, arising out of or otherwise relating to this Warrant Certificate, any instrument or other document delivered pursuant to this Warrant Certificate or the transactions contemplated by this Warrant Certificate. The Company and the Holder hereby acknowledge and certify that (i) no Representative of the other has represented, expressly or otherwise, that the other would not, in the event of any Claim, seek to enforce the foregoing waiver, (ii) it understands and has considered the implications of this waiver, (iii) it makes this waiver voluntarily and (iv) it has been induced to enter into this Warrant Certificate and the transactions contemplated by this Warrant Certificate by, among other things, the mutual waivers, acknowledgments and certifications set forth in this Section 18.

Section 19. Injunctive Relief. The Company and the Holder acknowledge and agree that the rights of each to consummate the transactions contemplated by this Warrant Certificate are special, unique and of extraordinary character and that if for any reason any of the provisions of this Warrant Certificate are not performed in accordance with their specific terms or are otherwise breached, immediate and irreparable harm or damage would be caused for which money damages would not be an adequate remedy. Accordingly, the Company and the Holder agree that in addition to any other available remedies the Company or the Holder may have in equity or at law, each shall be entitled to enforce specifically the terms and provisions of this Warrant Certificate and to obtain an injunction restraining any breach or violation or threatened breach or violation of the provisions of this Warrant Certificate, consistent with the provisions of Section 18(b) in the Chosen Court without necessity of posting a bond or other form of security. In the

event that any Claim should be brought in equity to enforce the provisions of this Warrant Certificate, no Party shall allege, and each Party hereby waives the defense, that there is an adequate remedy at law.

Section 20. Further Assurances. Each of the Company and the Holder shall promptly do, make, execute, deliver, or cause to be done, made, executed or delivered, all such further acts, documents and things as may reasonably be required to carry out the provisions of this Warrant Certificate and to give effect to the transactions contemplated by this Warrant Certificate.

Section 21. Counterparts. This Warrant Certificate may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Warrant Certificate by electronic transmission, including in portable document format (.pdf), shall be deemed as effective as delivery of an original executed counterpart of this Warrant Certificate.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the Company has caused this Warrant Certificate to be duly executed and delivered as of the date first written above.

CANADA HOUSE CANNABIS GROUP INC. (d/b/a CANADA HOUSE WELLNESS GROUP)

By: _____

Name: Chris Churchill-Smith
Title: Chief Executive Officer

ACCEPTED AND AGREED TO:

ARCHERWILL INVESTMENTS INC.

By: _____

Name: Irvine Weitzman
Title: President

SCHEDULE A

SUBSCRIPTION FORM

TO: CANADA HOUSE CANNABIS GROUP INC. (the "Company")

Unless the context otherwise requires, capitalized terms used and not otherwise defined herein have the meanings ascribed to them in the warrant to purchase common shares of the Company, no par value, registered as warrant certificate number [●] in the name of the undersigned in the records of the Company maintained for such purpose (the "**Warrant Certificate**").

Pursuant to Section 3 of the Warrant Certificate, the undersigned hereby exercises the right to subscribe for and purchase, acquire, accept and receive [●] Warrant Shares pursuant to the terms and conditions of the Warrant Certificate and in connection therewith has made or contemporaneously herewith shall make payment of an amount equal to the product of the Exercise Price *multiplied* by such number of Warrant Shares. The Warrant Shares are to be issued as follows:

Name: _____

Address in full: _____

Securities Account Number: _____

DATED this [●] day of [●], 20[●]

Signature Guaranteed
(if required)

_____
(Signature of Warrantholder)

_____
Print full name

_____
Print full address

SCHEDULE B

TRANSFER FORM

TO: CANADA HOUSE CANNABIS GROUP INC. (the "Company")

FOR VALUE RECEIVED, the undersigned (the "**Transferor**") hereby sells, assigns and transfers to [●], located at [●], the warrant to purchase common shares of the Company, no par value, registered as warrant certificate number [●] in the name of the undersigned in the records of the Company maintained for the such purpose (the "**Warrant Certificate**"), and hereby unconditionally and irrevocably appoints [●] the attorney of the undersigned to transfer such securities in such records of the Company with full power of substitution.

DATED this [●] day of [●], 20[●]

Signature Guaranteed

_____
(Signature of Transferor)

_____
Print full name

_____
Print full address

EXHIBIT D

FORM OF SUPPORT AGREEMENT

(*attached*)

VOTING SUPPORT AGREEMENT

THIS AGREEMENT is made as of [●], 2020

BETWEEN:

ARCHERWILL INVESTMENTS INC., a corporation continued and existing under the laws of the Cayman Islands (the "**Purchaser**")

- and –

[●], an individual resident in the city of [●] (the "**Securityholder**")

RECITALS:

WHEREAS the Securityholder understands that the Purchaser and Canada House Cannabis Group Inc. (d/b/a Canada House Wellness Group) have entered into a subscription agreement dated July 15, 2020 (the "**Subscription Agreement**") contemplating the issuance, sale and delivery to the Purchaser of a 8.00% secured convertible debenture due [●], 2025 (the "**Purchased Convertible Debenture**") in the aggregate amount of $6,500,000 and a warrant (the "**Purchased Warrant**") entitling the Purchaser to subscribe for and purchase, acquire, accept and receive from the Company 130,000,000 common shares in the capital of the Company (the "**Common Shares**") (as adjusted pursuant to the terms and conditions of the Purchased Warrant Certificate (as defined in the Subscription Agreement)) (the "**Transaction**");

AND WHEREAS the Securityholder is the beneficial owner of, or exercises control or direction over, directly or indirectly, the securities of the Company listed in Schedule "A" attached hereto (together with all securities of the Company directly or indirectly acquired by or issued to the Securityholder after the date hereof (including without limitation any Common Shares issued upon further exercise of options or other rights to purchase Common Shares, but excluding, from time to time, any Common Shares that are subsequently sold, transferred or disposed of by the Securityholder to an arm's length party for *bona fide* consideration, the "**Subject Securities**"));

AND WHEREAS, as contemplated in the Subscription Agreement, the Purchaser and the Company wish to enter into an investors right agreement dated the date hereof to address certain corporate governance matters (the "**Investor Rights Agreement**");

AND WHEREAS the Securityholder believes it will derive benefit from the Transaction and wishes to confirm its support for the Transaction;

AND WHEREAS this Agreement sets out, among other things, the terms and conditions of the Securityholder's agreement to abide by the covenants in respect of the Subject Securities and the other restrictions and covenants set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties hereto agree as follows:

ARTICLE 1 – INTERPRETATION

1.1 Defined Terms. Capitalized terms used in this Agreement not otherwise defined herein shall have the respective meanings given to them in the Subscription Agreement or the Investor Rights Agreement.

1.2 Incorporation of Schedules. Schedule "A" attached hereto, for all purposes hereof, forms an integral part of this Agreement.

ARTICLE 2 – REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties of the Securityholder. The Securityholder hereby represents and warrants to and in favour of the Purchaser as follows and acknowledges that the Purchaser is relying upon such representations and warranties in connection with the matters contemplated by this Agreement, the Subscription Agreement and the Investor Rights Agreement:

(a) he or she has the legal capacity to enter this Agreement and to carry out his or her obligations hereunder;

(b) as at the date hereof, he or she is the sole registered and/or beneficial owner of, or exercises control or direction over, the Subject Securities, with good and marketable title thereto, free and clear of all Liens, proxies, voting trusts or other agreements, rights, understandings or arrangements or any other encumbrances or restrictions whatsoever on transfer or exercise of any rights of a securityholder in respect of the Subject Securities (including with respect to the right to vote, call meetings or give consents or approvals of any kind), except for any such Liens, proxies, voting trusts or agreements, rights, understanding or arrangements or any other encumbrances or restrictions that may be imposed pursuant to this Agreement;

(c) the only securities of the Company owned (whether as registered or beneficial owner), controlled or directed, directly or indirectly, by the Securityholder on the date hereof are the Subject Securities;

(d) the Securityholder has the sole right to vote, or direct the voting of, the Subject Securities;

(e) no consent, waiver, approval, order or authorization of, or declaration or filing with, any Person is required to be obtained by the Securityholder (including, in the case of Subject Securities over which the Securityholder exercises control or direction, the beneficial owner(s) of such Subject Securities or the registered holder of such Subject Securities, as applicable) in connection with the execution and delivery of this Agreement by the Securityholder and the performance by it of its obligations under this Agreement;

(f) there is no claim, action, suit, audit, investigation, lawsuit, arbitration, mediation or other or other proceeding in progress or pending, or to the best of the knowledge of the Securityholder, threatened against (i) the Securityholder or (ii) in the case of Subject Securities over which the Securityholder exercises control or direction, the beneficial owner(s) of such Subject Securities, that, individually or in the aggregate, could reasonably be expected to have an adverse effect on the Securityholder's ability to execute and deliver this Agreement and to perform its obligations contemplated hereby; and

(g) the Securityholder acknowledges that he or she has read this Agreement in its entirety, understands it and agrees to be bound by its terms and conditions and is entering into this Agreement voluntarily.

ARTICLE 3 – COVENANTS

3.1 Covenants of Shareholder.

(a) The Securityholder hereby covenants with the Purchaser and agrees that from the date of this Agreement until the termination of this Agreement pursuant to Section 4.1, except with the prior written consent of the Purchaser, he or she shall, with respect to any meeting of the Company Shareholders at which the Securityholder or any beneficial and/or registered holder of the Subject Securities (in the case of Subject Securities over which the Securityholder exercises control or direction) is entitled to vote, and in any action by written consent of the Company Shareholders:

(i) vote (or cause to be voted) all of the Subject Securities, and any other securities that may become beneficially owned, or in respect of which the voting may become, directly or indirectly, controlled or directed by the Securityholder after the date hereof (including, without limitation, any Common Shares issued pursuant to any convertible securities of the Company owned by the Securityholder):

(A) in favour of the election of each of the Archerwill Nominees nominated for election as directors to the Company Board in accordance with the Investor Rights Agreement;

(B) against any Acquisition Proposal or sale or tender of any securities of the Company held by the Securityholder that the Purchaser has advised the Securityholder in writing, contravenes, impairs, interferes or otherwise adversely affects the Purchaser's right under the Investor Rights Agreement, the Purchased Debenture or the Purchased Warrant;

(ii) if any of the actions in Sections 3.1(a)(i)(A) or 3.1(a)(i)(B) are to be taken, cause to be counted as present for purposes of establishing quorum all of the Subject Securities; and

(iii) deposit (or cause to be deposited) a proxy or voting instruction form, as the case may be, duly completed and executed in respect of all of the Subject Securities in respect of which the Securityholder is entitled to vote as soon as practicable following the mailing of the information circular of the Company and in any event at least three Business Days prior to the relevant meeting of the Company Shareholders and as far in advance as practical of any adjournment or postponement thereof, voting all such Subject Securities in accordance with Sections 3.1(a)(i)(A) or 3.1(a)(i)(B), as applicable, and provide confirmation to the Purchaser of such deposit on request;

(b) The Securityholder hereby covenants with the Purchaser and agrees that from the date of this Agreement until the termination of this Agreement pursuant to Section 4.1, he or she shall not, and shall ensure that its Affiliates do not, directly or indirectly, through any officer, director, employee, representative or agent or otherwise:

(i) permit any Person on his or her behalf to, take any action to withdraw, revoke, amend or invalidate any form of proxy or voting instruction form deposited pursuant to Section 3.1(a)(iii), notwithstanding any statutory or other rights or otherwise which the Securityholder might have;

(ii) not, directly or indirectly, make or participate in or take any action which could frustrate, impede, interfere with, delay or in any way adversely affect the actions to be taken pursuant to Sections 3.1(a)(i)(A) or 3.1(a)(i)(B), including, but not limited to, (A) soliciting proxies

or becoming a participant in a solicitation of opposition to or competition with the actions to be taken pursuant to Sections 3.1(a)(i)(A) or 3.1(a)(i)(B), (B) cooperating in any way with, assisting or participating in, knowingly encouraging or otherwise facilitating or encouraging any effort or attempt by any other Person to do or seek to do the foregoing, and (C) requisitioning or joining in the requisition of any meeting of the Company Shareholders for the purpose of considering any resolution which could frustrate, impede, interfere with, delay or in any way adversely affect the actions to be taken pursuant to Sections 3.1(a)(i)(A) or 3.1(a)(i)(B).

(c) The Securityholder shall cause each of his or her Affiliates, if any, to comply with each of the covenants in this Section 3.1.

(d) The Securityholder agrees to promptly notify the Purchaser of the amount of new Common Shares acquired by the Securityholder, if any, after the date hereof. Any such Common Shares will be subject to the terms of this Agreement as though they were Subject Securities owned by the Securityholder on the date hereof.

(e) The Securityholder agrees to promptly notify the Purchaser if any of the Securityholder's representations and warranties contained in this Agreement becomes untrue or incorrect in any material respect.

(f) The Securityholder hereby consents to this Agreement being made publicly available, including by filing on the System for Electronic Document Analysis and Retrieval (SEDAR) operated on behalf of the Canadian Securities Administrators, provided that the Purchaser agrees that this Agreement, including schedules, will be filed in its entirety on SEDAR without redaction other than certain e-mail information in Section 4.4 and certain address information in Schedule "A" hereof.

ARTICLE 4 – GENERAL PROVISIONS

4.1 Term. This Agreement will remain in effect for so long as either (a) at least $1,000,000 of Obligations under the Purchased Debenture remain outstanding or (b) the Percentage of Outstanding Common Shares is equal to or greater than 10%.

4.2 Independent Legal Advice. Each of the parties hereby acknowledges that it has been afforded the opportunity to obtain independent legal advice and confirms by the execution and delivery of this Agreement that they have either done so or waived their right to do so in connection with the entering into of this Agreement.

4.3 Fiduciary Duty.[1] Notwithstanding any provision of this Agreement to the contrary, the Purchaser hereby agrees and acknowledges that the Securityholder is executing this Agreement solely in his or her capacity as securityholder of the Company. Nothing contained in this Agreement shall limit or restrict the actions the Securityholder is required to take to discharge his or her fiduciary duties as a director or officer of the Company.

4.4 Notices. All notices and other communications given or made hereunder by a party to the other party shall, unless otherwise specified herein, be in writing and shall be deemed to have been duly given or made on the date of receipt by the recipient thereof if received prior to 5:00 p.m. in the place of receipt and such day is a Business Day (or otherwise on the next succeeding Business Day) if (a) served by personal delivery or by an internationally recognized overnight courier service upon the party or parties for whom it is intended, (b) delivered by registered or certified mail, return receipt requested or (c) sent by

[1] To be included in agreements where Securityholder is a director/officer of the Company only.

email; provided that the email transmission is promptly confirmed by telephone or otherwise or clearly evidenced. Such communications must be sent to the respective parties at the following street addresses or email addresses or at such other street address or email address for a party as shall be specified for such purpose in a notice given in accordance with this Section 4.4 (it being understood that rejection or other refusal to accept or the inability to deliver because of changed street address or email address of which no notice was given shall be deemed to be receipt of such communication as of the date of such rejection, refusal or inability to deliver):

If to the Purchaser:

Archerwill Investments Inc.
3 Brookfield Road
Toronto, Ontario M2P 1B1
Attention: Irvine Weitzman
Telephone: <redacted – confidential information>
Email: <redacted – confidential information>

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

Blake, Cassels & Graydon LLP
199 Bay Street, Suite 4000
Toronto, Ontario M5L 1A9
Attention: Jake Gilbert
Telephone: <redacted – confidential information>
Email: <redacted – confidential informa ion>

If to the Securityholder:

[***Securityholder Name***]
[*Securityholder Address*]
Telephone: [●]
Email: [●]

4.5 Amendment or Other Modification; Waiver.

(a) Subject to the provisions of applicable Law, this Agreement may be amended or otherwise modified only by a written instrument duly executed and delivered by the parties.

(b) The conditions to each of the respective parties' obligations to consummate the transactions contemplated by this Agreement are for the sole benefit of such party and may be waived by such party in whole or in part to the extent permitted by applicable Law; provided, however, that any such waiver shall only be effective if made in a written instrument duly executed and delivered by the party against whom the waiver is to be effective. No failure or delay by any party in exercising any right, power or privilege hereunder or under applicable Law shall operate as a waiver of such rights and, except as otherwise expressly provided herein, no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

4.6 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, legal representatives and permitted assigns. No party may assign any of its rights or interests or delegate any of its obligations under this Agreement, in whole or in

part, by operation of Law or otherwise (including pursuant to the division of a limited liability company), without the prior written consent of the other parties not seeking to assign any of its rights or interests or delegate any of its obligations and any attempted or purported assignment or delegation in violation of this Section 4.6 shall be null and void

4.7 Expenses. Each party will pay all costs and expenses (including the fees and disbursements of legal counsel and other advisers) it incurs in connection with the negotiation, preparation and execution of this Agreement and the transactions contemplated by this Agreement.

4.8 Severability. The provisions of this Agreement shall be deemed severable and the illegality, invalidity or unenforceability of any provision shall not affect the legality, validity or enforceability of the other provisions of this Agreement. If any provision of this Agreement, or the application of such provision to any Person or any circumstance, is illegal, invalid or unenforceable, (a) a suitable and equitable provision to be negotiated by the parties, each acting reasonably and in good faith shall be substituted therefor in order to carry out, so far as may be legal, valid and enforceable, the intent and purpose of such illegal, invalid or unenforceable provision, and (b) the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected by such illegality, invalidity or unenforceability, nor shall such illegality, invalidity or unenforceability affect the legality, validity or enforceability of such provision, or the application of such provision, in any other jurisdiction.

4.9 Governing Law and Venue. This letter agreement be in all respects governed by and construed and interpreted in accordance with the Laws of the Province of Ontario and the federal Laws of Canada applicable therein, without regard to the conflicts of laws provisions, rules or principles thereof (or any other jurisdiction) to the extent that such provisions, rules or principles would direct a matter to another jurisdiction. The parties hereto irrevocably and unconditionally submits to the exclusive jurisdiction of the Ontario Superior Court of Justice (Commercial List) and irrevocably waives any objection to that such court is an inconvenient forum.

4.10 Injunctive Relief. Each of the parties acknowledges and agrees that the rights of each party to consummate the transactions contemplated by this Agreement are special, unique and of extraordinary character and that if for any reason any of the provisions of this Agreement are not performed in accordance with their specific terms or are otherwise breached, immediate and irreparable harm or damage would be caused for which money damages would not be an adequate remedy. Accordingly, each Party agrees that, in addition to any other available remedies a party may have in equity or at law, each party shall be entitled to enforce specifically the terms and provisions of this Agreement and to obtain an injunction restraining any breach or violation or threatened breach or violation of the provisions of this Agreement without necessity of posting a bond or other form of security. In the event that any claim should be brought in equity to enforce the provisions of this Agreement, no party shall allege, and each party hereby waives the defense, that there is an adequate remedy at law.

4.11 Further Assurances. Each of the parties shall promptly do, make, execute, deliver, or cause to be done, made, executed or delivered, all such further acts, documents and things as may reasonably be required to carry out the provisions of this Agreement and to give effect to the transactions contemplated by this Agreement.

4.12 Language. The parties expressly acknowledge that they have requested that this letter agreement and all ancillary and related documents thereto be drafted in the English language only. *Les*

parties aux présentes reconnaissent avoir exigé que la présente lettre entente et tous les documents qui y sont accessoires soient rédigés en anglais seulement.

4.13 Counterparts. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by electronic transmission, including in portable document format (.pdf), shall be deemed as effective as delivery of an original executed counterpart of this Agreement.

[Signature Page Follows]

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

ARCHERWILL INVESTMENTS INC.

By: _____

Name: Irvine Weitzman
Title: President

_____ _____

Witness **[Securityholder]**

Schedule "A"

SUBJECT SECURITIES

Securityholder	**Number and Type of Securities of the Company Held**
[Name] **[Address]**	