UNDERWRITING AGREEMENT

October 23, 2020

Planet 13 Holdings Inc.
4850 W Sunset Rd., #130
Las Vegas, NV 89118

Attention: **Robert A. Groesbeck, Co-Chief Executive Officer, and Larry Scheffler, Co-Chief Executive Officer**

Dear Sirs:

Canaccord Genuity Corp. ("**Canaccord**"), as co-lead underwriter and co-bookrunner, together with Beacon Securities Limited as co-lead underwriter and co-bookrunner (collectively, with Canaccord, the "**Underwriters**" and, individually, an "**Underwriter**") hereby severally, and not jointly and severally, in their respective percentages set out in Section 19 below, offer and agree to purchase, on a "bought deal" basis, in the Qualifying Jurisdictions (as defined below) and the other jurisdictions contemplated herein, including the United States, from Planet 13 Holdings Inc. (the "**Company**"), and the Company hereby agrees to issue and sell to the Underwriters, an aggregate of 5,825,000 units (the "**Initial Units**") of the Company, at the purchase price of $4.30 per Initial Unit (the "**Issue Price**"), for aggregate gross proceeds of $25,047,500, upon and subject to the terms and conditions contained herein (the "**Offering**"). Each Initial Unit shall consist of one common share in the capital of the Company (each an "**Initial Share**" and collectively the "**Initial Shares**") and one-half of one common share purchase warrant of the Company (each whole common share purchase warrant being an "**Initial Warrant**" and collectively, the "**Initial Warrants**"). After a reasonable effort has been made to sell all of the Initial Units at the Issue Price, the Underwriters may subsequently reduce the selling price to investors from time to time, in compliance with Applicable Securities Laws and, specifically, the requirements of NI 44-101 (as defined herein) and the disclosure concerning the same contained in the Prospectus, provided that any such reduction in the Issue Price shall not affect the aggregate gross proceeds less Underwriting Fees (as defined below) payable to the Company.

Upon and subject to the terms and conditions herein set forth and in reliance upon the representations and warranties herein contained, the Company hereby grants to the Underwriters, in the respective percentages set out in Section 19 of this Agreement, an option (the "**Over-Allotment Option**") to purchase up to 873,750 additional units of the Company (the "**Additional Units**") at a price equal to the Issue Price, that is exercisable on or before 5:00 p.m. (Toronto time) on the date that is 30 days after the Closing Date (as defined below). Each Additional Unit shall consist of one common share in the capital of the Company (each an "**Additional Share**" and collectively the "**Additional Shares**") and one-half of one common share purchase warrant of the Company (each whole common share purchase warrant being an "**Additional Warrant**" and collectively the "**Additional Warrants**"). The Underwriters can elect to exercise the Over-Allotment Option for Additional Units, Additional Shares and/or Additional Warrants. The purchase price for Additional Warrants purchased upon exercise of the Over-Allotment Option is $0.32 per Additional Warrant, and the purchase price per Additional Share purchased upon exercise of the Over-Allotment Option is $4.14 per Additional Share. The Over-Allotment Option may be exercised in whole or in part at any time and from time to time prior to its expiry in accordance with the provisions of this Agreement. The Underwriters shall be under no obligation whatsoever to exercise the Over-Allotment Option in whole or in part.

Delivery of and payment for any Additional Units will be made at the time and on the date (each an "**Option Closing Date**") as set out in a written notice of the Underwriters, referred to below, which Option Closing Date may occur on the Closing Date but will in no event occur earlier than the Closing Date nor later than seven Business Days (as defined below) after the date upon which the Company receives a written notice from the Underwriters setting out the number of Additional Units to be purchased by the Underwriters. Any such notice must be received by the Company not later than 5:00 p.m. (Toronto time) on the date that is 30 days after the Closing Date. Upon the furnishing of such a notice, the Underwriters will be committed to purchase, and the Company will be committed to sell and deliver to the Underwriters, in accordance with and subject to the provisions of this Agreement, the number of Additional Units indicated in such notice.

Unless the context otherwise requires or unless otherwise specifically stated, all references in this Agreement to (i) the "**Offering**" shall be deemed to include the Over-Allotment Option, (ii) the "**Offered Units**" shall mean, collectively, the Initial Units and the Additional Units, (iii) the "**Shares**" shall mean, collectively, the Initial Shares and the Additional Shares, and (iv) the "**Warrants**" shall mean, collectively, the Initial Warrants and the Additional Warrants.

The Warrants shall be created and issued pursuant to a warrant indenture (the "**Warrant Indenture**") to be dated as of the Closing Date between the Company and Odyssey Trust Company, in its capacity as warrant agent thereunder (the "**Warrant Agent**"). Each Warrant will entitle the holder thereof to acquire one common share in the capital of the Company (each a "**Warrant Share**" and collectively the "**Warrant Shares**") at a price of $5.80 per Warrant Share, for a period of 24 months from the Closing Date (as defined herein), The description of the Warrants herein is a summary only and is subject to the specific attributes and detailed provisions of the Warrants to be set forth in the Warrant Indenture. In case of any inconsistency between the description of the Warrants in this Agreement and the terms of the Warrants set forth in the Warrant Indenture, the provisions of the Warrant Indenture will govern.

In consideration of the Underwriters' services to be rendered in connection with the Offering, the Company agrees to pay to the Underwriters: (A) at or prior to the Closing Time (as defined below) on the Closing Date an aggregate cash fee equal to 6.0% of the gross proceeds from the sale of the Initial Units; and (B) at or prior to the Closing Time on each Option Closing Date an aggregate cash fee equal to 6.0% of the gross proceeds from the sale of the Additional Units at that time (the fees referred to in (A) and (B) are collectively the "**Underwriters' Fees**").

In consideration of the Underwriters' services to be rendered in connection with the Offering, the Company will also issue to the Underwriters on the Closing Date and the Over-Allotment Closing Date, as applicable, up to that number of non-transferable compensation options (the "**Compensation Options**") that is equal to 6% of the number of Initial Units and Additional Units sold under the Offering, respectively. If the Underwriters elect to exercise the Over-Allotment Option for Additional Shares and/or Additional Warrants, the Company will also issue to the Underwriters that number of Compensation Options equal to 6% of the number of Additional Shares and/or Additional Warrants issued in connection with the exercise of the Over-Allotment Option. Each Compensation Option will entitle the holder to purchase one Common Share (a "**Compensation Share**") at the Issue Price at any time prior to 5:00 p.m. (Toronto time) on the date which is 24-months from the Closing Date. Unless the context otherwise requires or unless otherwise specifically stated, all references in this Agreement to Compensation Options and Compensation Shares shall include, respectively, the additional Compensation Options issuable upon exercise of the Over-Allotment Option and the Compensation Shares underlying such additional Compensation Options. If the Compensation Options are unavailable for any reason, the Company shall pay the Underwriters other compensation of comparable value to the Compensation Options, such other form of compensation to be agreed between the Company and the Underwriters, each acting reasonably.

The Company agrees that each of the Underwriters will be permitted to appoint, at the sole cost and expense of the Underwriter so appointing, other registered dealers (or other dealers duly qualified in their respective jurisdictions) as their agents to assist in the Offering, and that the Underwriters may determine the remuneration payable to such other dealers appointed by them.

The Company and the Underwriters agree that any offers to sell or sales of the Offered Units to purchasers that are in the United States (as defined below) will (i) be made in compliance with Schedule "A" attached hereto, which forms part of this Agreement, and allows for the Underwriters, acting through their U.S. Affiliates, to offer and re-sell the Offered Units in the United States or to or for the account or benefit of U.S. Persons that are Qualified Institutional Buyers (as defined below) in accordance with Rule 144A (as defined below); (ii) be conducted in such a manner so as not to require registration thereof or the filing of a registration statement or a prospectus with respect thereto under the U.S. Securities Act (as defined below) and (iii) be conducted through one or more duly registered U.S. Affiliates (as defined below) of the Underwriters in compliance with applicable federal and state securities laws of the United States. In addition, the Underwriters agree that all offers and sales of Offered Units outside the United States to purchasers that are not U.S. Persons have been made and will be made in accordance with the requirements of Schedule "A" applicable thereto.

Subject to Applicable Laws and the terms of this Agreement, the Offered Units may be distributed outside of Canada and the United States, in each jurisdiction as mutually agreed to by the Company and the Underwriters where they be lawfully sold by the Underwriters without: (i) giving rise to a requirement under the laws of such jurisdiction to prepare and/or file a prospectus or document having similar effect; or (ii) creating any ongoing compliance obligations or continuous disclosure obligations for the Company pursuant to the laws of such jurisdiction.

The Offering is conditional upon and subject to the additional terms and conditions set forth below. The following are additional terms and conditions of the Agreement between the Company and the Underwriters.

1. Definitions

In addition to the terms previously defined and terms defined elsewhere in this Agreement (as defined below) (including the Schedules hereto), where used in this Agreement or in any amendment hereto, the following terms shall have the following meanings, respectively:

"**Additional Shares**" has the meaning ascribed thereto in the opening paragraphs of this Agreement;

"**Additional Units**" has the meaning ascribed thereto in the opening paragraphs of this Agreement;

"**Additional Warrants**" has the meaning ascribed thereto in the opening paragraphs of this Agreement;

"**Agreement**" means this underwriting agreement dated October 23, 2020 between the Company and the Underwriters, as the same may be supplemented, amended and/or restated from time to time;

"**Ancillary Documents**" means all agreements, indentures (including the Warrant Indenture), certificates (including the certificates, if any, representing the Shares, Warrants, Warrant Shares and Compensation Options), officer's certificates, notices and other documents executed and

delivered, or to be executed and delivered, by the Company in connection with the Offering, whether pursuant to Applicable Securities Laws or otherwise;

"**Applicable Money Laundering Laws**" has the meaning ascribed thereto in Section 8(hhh) of this Agreement;

"**Applicable Laws**" means, in relation to any person or persons, the Applicable Securities Laws and all other statutes, regulations, rules, orders, by-laws, codes, ordinances, decrees, the terms and conditions of any grant of approval, permission, authority or licence, or any judgment, order, decision, ruling, award, policy or guidance document that are applicable to such person or persons or its or their business, undertaking, property or securities and emanate from a Governmental Authority having jurisdiction over the person or persons or its or their business, undertaking, property or securities;

"**Applicable Securities Laws**" means, all applicable securities laws in each of the Qualifying Jurisdictions, including any of the other Selling Jurisdictions, as applicable, the respective regulations made thereunder, together with applicable published fee schedules, prescribed forms, policy statements, multilateral and national instruments, orders, rulings (including blanket rulings), notices and other regulatory instruments of the securities regulatory authorities in such jurisdictions, including the rules and published policies of the CSE;

"**Assets and Properties**" with respect to any person means all assets and properties of every kind, nature, character and description (whether real, personal or mixed, tangible or intangible, choate or inchoate, absolute, accrued, contingent, fixed or otherwise, and, in each case, wherever situated), including the goodwill related thereto, operated, owned, licensed or leased by or in the possession of such person;

"**BCBCA**" means the *Business Corporations Act* (British Columbia);

"**Beneficiaries**" has the meaning ascribed thereto in Section 14(c) of this Agreement;

"**Bid Letter**" means, the letter dated October 19, 2020 between the Company and Canaccord, as amended by the letter dated October 20, 2020 relating to the increase in the size of the Offering;

"**Business Day**" means a day, other than a Saturday, a Sunday or a day on which chartered banks are not open for business in Toronto, Ontario;

"**Canaccord**" has the meaning ascribed thereto in the opening paragraphs of this Agreement;

"**CDS**" means CDS Clearing and Depository Services Inc.;

"**Claims**" and "**Claim**" have the meanings ascribed thereto in Section 14(a) of this Agreement;

"**Closing**" means the closing of the Offering;

"**Closing Date**" means November 5, 2020 or such earlier or later date as may be agreed to in writing by the Company and Canaccord on behalf of the Underwriters, each acting reasonably;

"**Closing Time**" means 8:30 a.m. (Toronto time) on the Closing Date or Option Closing Date, as applicable, or such other time on the Closing Date or Option Closing Date, as applicable, as may be agreed to by the Company and Canaccord on behalf of the Underwriters;

"**Common Shares**" means the common shares in the capital of the Company;

"**Company**" has the meaning ascribed thereto in the opening paragraphs of this Agreement;

"**Compensation Options**" has the meaning ascribed thereto in the opening paragraphs of this Agreement;

"**Compensation Shares**" has the meaning ascribed thereto in the opening paragraphs of this Agreement;

"**Constating Documents**" means, in respect of any entity, the notice of articles and articles, articles of incorporation or other governing documents of such entity, and all amendments thereto;

"**Contract**" means all agreements, contracts or commitments of any nature, written or oral, including, for greater certainty and without limitation, licenses, leases, loan documents and security documents;

"**CSE**" means the Canadian Securities Exchange;

"**Defaulted Units**" has the meaning ascribed thereto in Section 19 of this Agreement;

"**Disclosure Record**" means the Company's prospectuses, annual reports, annual and interim financial statements, annual information forms, business acquisition reports, management discussion and analysis of financial condition and results of operations, information circulars, material change reports, press releases and all other information or documents required to be filed or furnished by the Company under Applicable Securities Laws which have been publicly filed or otherwise publicly disseminated by the Company;

"**distribution**" means distribution or distribution to the public, as the case may be, for the purposes of the Applicable Securities Laws;

"**Directed Selling Efforts**" has the meaning ascribed thereto in Schedule "A";

"**Documents Incorporated by Reference**" means the documents specified in the Preliminary Prospectus, Prospectus or any Supplementary Material, as the case may be, as being incorporated therein by reference, together with such other documents which are deemed to be incorporated therein by reference pursuant to Applicable Securities Laws;

"**Due Diligence Sessions**" has the meaning ascribed thereto in Section 9(d);

"**Eligible Issuer**" means an issuer which meets the criteria and has complied with the requirements of NI 44-101 so as to be qualified to offer securities by way of a short form prospectus under Applicable Securities Laws;

"**Final Receipt**" means the Passport Receipt for the Prospectus;

"**Financial Information**" means the Financial Statements and certain other financial information of the Company and its Subsidiaries (including financial forecasts, auditors' reports, accounting data, management's discussion and analysis of financial condition and results of operations)

included or incorporated by reference in the Preliminary Prospectus, the Prospectus and any Supplementary Materials;

"**Financial Statements**" means, collectively, the (i) audited consolidated financial statements of the Company incorporated by reference in the Offering Documents for the financial year ended December 31, 2019 (which financial statements include comparative financial information for the 2018 financial year), together with the notes thereto and the auditor's report thereon; and (ii) the unaudited condensed consolidated interim financial statements of the Company to be incorporated by reference in the Prospectus for the three and six months ended June 30, 2020 (which financial statements include comparative financial information for the comparable periods in 2019), together with notes thereto;

"**General Solicitation or General Advertising**" has the meaning ascribed thereto in Schedule "A";

"**Governmental Authority**" means any governmental authority and includes, without limitation, any international, national, federal, state, provincial or municipal government or other political subdivision of any of the foregoing, any entity exercising executive, legislative, judicial, regulatory or administrative functions on behalf of a governmental authority or pertaining to government and any corporation or other entity owned or controlled (through stock or capital ownership or otherwise) by any of the foregoing;

"**Governmental Licenses**" has the meaning ascribed thereto in Section 8(sss);

"**IFRS**" means International Financial Reporting Standards as issued by the International Accounting Standards Board, which were adopted by the Canadian Accounting Standards Board as Canadian generally accepted accounting principles applicable to publicly accountable enterprises;

"**including**" or "**includes**" means including or includes, without limitation;

"**Indemnified Parties**" and **"Indemnified Party**" have the meanings ascribed thereto in Section 14(a) of this Agreement;

"**Initial Shares**" has the meaning ascribed thereto in the opening paragraphs of this Agreement;

"**Initial Units**" has the meaning ascribed thereto in the opening paragraphs of this Agreement;

"**Initial Warrants**" has the meaning ascribed thereto in the opening paragraphs of this Agreement;

"**Intellectual Property**" means all domestic and foreign (a) inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto and all patents, patent applications, patent disclosures and industrial designs, together with all re-issuances, continuations, continuations-in-part, revisions, extensions and re-examinations thereof, (b) trademarks, service marks, trade dress, trading styles, logos, trade names and business names, domain names, social media handles, together with all translations, adaptations, derivations and combinations thereof and including all goodwill associated therewith and all applications, registrations and renewals in connection therewith, (c) copyrightable works, copyrights and applications, registrations and renewals in connection therewith, (d) trade secrets and confidential business information (including ideas, research and development, know-how, formulas,

algorithms, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information and business and marketing plans and proposals), (e) computer systems, software, data and related documentation, (f) right, title and interest as licensee or authorized user of any of the aforementioned intellectual property, and (g) copies and tangible embodiments thereof in whatever form or medium whether now known or hereafter developed;

"**Issue Price**" has the meaning ascribed thereto in the opening paragraphs of this Agreement;

"**Lease**" has the meaning ascribed thereto in Section 8(pp);

"**Lock-up Period**" has the meaning ascribed thereto in Section 11(q);

"**Losses**" has the meaning ascribed thereto in Section 14(a) of this Agreement;

"**MMDC**" means MM Development Company, Inc.;

"**marketing materials**" and "**template version**" shall have their respective meanings ascribed thereto in NI 41-101;

"**Material Adverse Effect**" means any event or change that, individually or in the aggregate with other events or changes, is or would reasonably be expected to be, materially adverse to the business, operations, assets, properties, capital, prospects, condition (financial or otherwise) or liabilities, whether contractual or otherwise, of the Company and its Subsidiaries, taken as a whole; provided that a Material Adverse Effect shall not include an adverse effect resulting from a change: (i) that arises out of a matter that has been publicly disclosed prior to the date of this Agreement; (ii) that results from general economic, financial, currency exchange, interest rate or securities market conditions in Canada or the United States; or (iii) that is a direct result of any matter permitted by this Agreement or consented to in writing by the Underwriters;

"**material change**" has the meaning ascribed thereto in the Applicable Securities Laws of the Qualifying Jurisdictions;

"**material fact**" has the meaning ascribed thereto in the Applicable Securities Laws of the Qualifying Jurisdictions;

"**misrepresentation**" has the meaning ascribed thereto in the Applicable Securities Laws of the Qualifying Jurisdictions;

"**NI 44-101**" means National Instrument 44-101 – *Short Form Prospectus Distributions* of the Canadian Securities Administrators;

"**NI 51-102**" means National Instrument 51-102 – *Continuous Disclosure Obligations* of the Canadian Securities Administrators;

"**Offered Units**" has the meaning ascribed thereto in the opening paragraphs of this Agreement;

"**Offering**" has the meaning ascribed thereto in the opening paragraphs of this Agreement;

"**Offering Documents**" means, collectively, the Preliminary Prospectus, the Prospectus and the Supplementary Materials, and also includes the U.S. Placement Memorandum;

"**Option Closing Date**" has the meaning ascribed thereto in the opening paragraphs of this Agreement;

"**OSC**" means the Ontario Securities Commission;

"**Over-Allotment Option**" has the meaning ascribed thereto in the opening paragraphs of this Agreement;

"**person**" shall be broadly interpreted and shall include an individual, firm, corporation, syndicate, partnership, trust, association, unincorporated organization, joint venture, investment club, government or agency or political subdivision thereof and every other form of legal or business entity of whatsoever nature or kind;

"**Passport Receipt**" means a receipt issued by the OSC as principal regulator pursuant to the Passport System, and which also evidences the deemed receipt of the Securities Commissions of the Qualifying Jurisdictions (other than Ontario), for the Preliminary Prospectus or the Prospectus, as the case may be;

"**Passport System**" means the passport system procedures provided for under National Policy 11-202 - *Process for Prospectus Reviews in Multiple Jurisdictions* of the Canadian Securities Administrators;

"**Personally Identifiable Information**" means any information that alone or in combination with other information held a person or entity can be used to specifically identify a person including but not limited to a natural person's name, street address, telephone number, e-mail address, photograph, social insurance number, driver's license number, passport number, credit or debit card number or customer or financial account number or any similar information that is treated as "Personally Identifiable Information" under any applicable laws;

"**Preliminary Prospectus**" means the preliminary short form prospectus of the Company dated the date hereof, including all of the Documents Incorporated by Reference therein, relating to the qualification in all of the Qualifying Jurisdictions of the distribution of the Offered Units under the Applicable Securities Laws;

"**Preliminary Receipt**" means the Passport Receipt for the Preliminary Prospectus;

"**Prospectus**" means the (final) short form prospectus of the Company, including all of the Documents Incorporated by Reference therein, to be prepared in connection with the qualification in all of the Qualifying Jurisdictions of the distribution of the Offered Units under Applicable Securities Laws;

"**Qualified Institutional Buyer**" has the meaning given to it in Schedule "A" to this Agreement;

"**Qualifying Jurisdictions**" means each of the Provinces of Canada except Québec;

"**Regulation D**" has the meaning given to it in Schedule "A" to this Agreement;

"**Regulation S**" has the meaning ascribed thereto in Schedule "A" to this Agreement;

"**Restricted Voting Shares**" means Class A restricted voting shares in the capital of the Company;

"**RSU**" has the meaning ascribed thereto in Section 11(q)to this Agreement;

"**Rule 144A**" has the meaning given to it in Schedule "A" to this Agreement;

"**Sanctions**" has the meaning ascribed thereto in Section 8(iii);

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

"**Securities Commission**" means the applicable securities commission or regulatory authority in each of the Qualifying Jurisdictions and "**Securities Commissions**" means all of them;

"**Selling Firm**" has the meaning ascribed thereto in Section 4(a) of this Agreement;

"**Selling Jurisdictions**" means, collectively, each of the Qualifying Jurisdictions and may also include the United States and any jurisdiction outside of Canada and the United States as mutually agreed to between the Company and the Underwriters;

"**Shares**" has the meaning ascribed thereto in the opening paragraphs of this Agreement;

"**Standard Listing Conditions**" has the meaning ascribed thereto in Section 5(a)(v) of this Agreement;

"**Subsequent Disclosure Documents**" means any annual and/or interim financial statements, management's discussion and analysis of financial condition and results of operations, information circulars, annual information forms, material change reports or other documents issued by the Company after the date of this Agreement that are required by Applicable Securities Laws or deemed to be incorporated by reference into the Preliminary Prospectus and/or the Prospectus;

"**Subsidiary**" means, individually or collectively, as the context requires, MMDC, MM Development MI, Inc., MM Development CA, Inc., Planet 13 Illinois, LLC, LBC CBD, LLC, BLC Management Company, LLC, BLC NV Food, LLC, By The Slice, LLC and Newtonian Principles, Inc.;

"**Supplementary Material**" means, collectively, any amendment to or amendment and restatement of the Preliminary Prospectus and/or the Prospectus, and any further amendment, amendment and restatement or supplemental prospectus thereto or ancillary materials that may be filed by or on behalf of the Company under Applicable Securities Laws relating to the distribution of the Offered Units thereunder;

"**Taxes**" has the meaning ascribed thereto in Section 8(z) of this Agreement;

"**Term Sheet**" means the term sheet dated October 19, 2020 relating to the Offering as amended on October 20, 2020;

"**Underwriters**" has the meaning ascribed thereto in the opening paragraphs of this Agreement;

"**Underwriters' Fees**" has the meaning given to it in the opening paragraphs of this Agreement;

"**Underwriters' Information**" means the disclosure relating solely to the Underwriters provided to the Company by or on behalf of the Underwriters in writing for inclusion in any of the Offering Documents;

"**United States**" means the United States of America, its territories and possessions, any state of the United States, and the District of Columbia;

"**U.S. Affiliates**" has the meaning given to it in Schedule "A" to this Agreement;

"**U.S. Person**" has the meaning given to it in Schedule "A" to this Agreement;

"**U.S. Placement Memorandum**" has the meaning given to it in Schedule "A" to this Agreement;

"**U.S. Securities Act**" has the meaning given to it in Schedule "A" to this Agreement;

"**U.S. Exchange Act**" has the meaning given to it in Schedule "A" to this Agreement;

"**Warrant Agent**" has the meaning ascribed thereto in the opening paragraphs of this Agreement;

"**Warrant Indenture**" has the meaning ascribed thereto in the opening paragraphs of this Agreement;

"**Warrant Shares**" has the meaning ascribed thereto in the opening paragraphs of this Agreement; and

"**Warrants**" has the meaning ascribed thereto in the opening paragraphs of this Agreement.

Other

(a) Capitalized terms used but not defined herein have the meanings ascribed to them in the Preliminary Prospectus or, upon filing of the Prospectus, the Prospectus.

(b) Any reference in this Agreement to a Section shall refer to a section of this Agreement.

(c) All words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties referred to in each case require and the verb shall be construed as agreeing with the required word and/or pronoun.

(d) Any reference in this Agreement to "$" or to "dollars" shall refer to the lawful currency of Canada, unless otherwise specified.

(e) The following are the schedules to this Agreement, which schedules (including the representations, warranties and covenants set out therein) are deemed to be a part hereof and are hereby incorporated by reference herein:

Schedule "A" - Terms and Conditions for Compliance with U.S. Securities Laws

(f) Where any representation or warranty contained in this Agreement or any Ancillary Document is expressly qualified by reference to the "**knowledge**" of the Company, or where any other reference is made herein or in any Ancillary Document to the "**knowledge**" of the Company, it shall be deemed to refer to the actual knowledge of, (i) Robert A. Groesbeck, Co-Chief Executive Officer; (ii) Larry Scheffler, Co-Chief Executive Officer; and (iii) Dennis Logan, Chief Financial Officer after having made due enquiry.

2. Offering

Each purchaser participating in the Offering who is resident in a Qualifying Jurisdiction shall purchase the Offered Units pursuant to the Prospectus. Each other purchaser participating in the Offering not resident in a Qualifying Jurisdiction, or located outside of a Qualifying Jurisdiction, shall purchase Offered Units, which have been qualified by the Prospectus in Canada, only on a private placement basis under the applicable securities laws of the jurisdiction in which the purchaser is resident or located, in accordance with such procedures as the Company and the Underwriters may mutually agree, acting reasonably, in order to fully comply with Applicable Laws and the terms of this Agreement (including Schedule "A" to this Agreement with respect to offers and sales of Offered Units in the United States). The Company hereby agrees to comply with all Applicable Securities Laws on a timely basis, in connection with the distribution of the Offered Units and the Company shall execute and file with the Securities Commissions all forms, notices and certificates relating to the Offering required to be filed pursuant to Applicable Securities Laws in the Qualifying Jurisdictions within the time required, and in the form prescribed, by Applicable Securities Laws in the Qualifying Jurisdictions. The Company also agrees to file within the periods stipulated under Applicable Laws outside of Canada and at the Company's expense all private placement forms required to be filed by the Company in connection with the Offering and pay all filing fees required to be paid in connection therewith so that the distribution of the Offered Units outside of Canada may lawfully occur without the necessity of filing a prospectus or any similar document under the Applicable Laws outside of Canada. The Underwriters agree to offer the Offered Units for sale only in the Qualifying Jurisdictions and to offer the Offered Units to purchasers in the United States only in compliance with Schedule "A" attached hereto, and, subject to the consent of the Company (acting reasonably), in such Selling Jurisdictions outside of the Qualifying Jurisdictions or the United States where permitted by and in accordance with Applicable Laws and the applicable securities laws of such other jurisdictions, and provided that in the case of jurisdictions other than the Qualifying Jurisdictions and the United States, the Company shall not be required to become registered or file a prospectus or registration statement or similar document in such jurisdictions and the Company will not be subject to any continuous disclosure requirements in such jurisdictions.

3. Filing of Prospectus

(a) The Company shall:

(i) not later than 5:00 p.m. (Toronto time) on October 23, 2020 have prepared and filed the Preliminary Prospectus and other required documents with the Securities Commissions under the Applicable Securities Laws and shall have elected to use the Passport System and designated the OSC as the principal regulator thereunder, and shall have obtained by no later than 5:00 p.m. (Toronto time) on the next Business Day, a Preliminary Receipt from the OSC under the Passport System which shall also evidence that a receipt has been issued or is deemed to have been issued for the Preliminary Prospectus by each of the Securities Commissions of the other Qualifying Jurisdictions; and

(ii) forthwith after any comments with respect to the Preliminary Prospectus have been received from the Securities Commissions, use commercially reasonable efforts to promptly resolve and settle all comments, and, in any event, not later than 5:00 p.m. (Toronto time) on October 30, 2020 (or such later date as may be agreed to in writing by the Company and Canaccord on behalf of the

Underwriters, each acting reasonably), prepare and file the Prospectus and other required documents with the Securities Commissions under the Applicable Securities Laws and elected to use the Passport System and designated the OSC as the principal regulator thereunder, and shall have obtained a Final Receipt from the OSC under the Passport System which shall also evidence that a receipt has been issued or is deemed to have been issued for the Prospectus by each of the Securities Commissions of the other Qualifying Jurisdictions and otherwise fulfilled all legal requirements to qualify the Offered Units for distribution to the public in the Qualifying Jurisdictions through the Underwriters or any other registered dealer in the applicable Qualifying Jurisdictions.

(b) During the period of distribution of the Offered Units, the Company will promptly take, or cause to be taken, any additional steps and proceedings that may from time to time be required under the Applicable Securities Laws, or be requested by Canaccord on behalf of the Underwriters, to continue to qualify the distribution of the Offered Units.

(c) Prior to the filing of the Preliminary Prospectus and the Prospectus and thereafter, during the period of distribution of the Offered Units, including prior to the filing of any Supplementary Material, the Company shall have allowed the Underwriters to review and comment on such documents and shall have allowed the Underwriters to conduct all due diligence investigations (including through the conduct of oral due diligence sessions at which management of the Company, the chair of the Company's audit committee, its auditors, former auditors, legal counsel and other applicable experts) which they may reasonably require in order to fulfill their obligations as underwriters in order to enable them to execute the certificate required to be executed by them at the end of the Offering Documents. Without limiting the scope of the due diligence inquiry the Underwriters (or their counsel) may conduct, the Company shall use its best efforts to make available its directors, senior management, auditors, former auditors and legal counsel to answer any questions which the Underwriters may have and to participate in one or more due diligence sessions to be held prior to filing of each of the Preliminary Prospectus, the Prospectus and any Supplementary Material.

4. Distribution Obligations

(a) The Underwriters shall, and shall use commercially reasonable efforts to require any investment dealer (other than the Underwriters) with which the Underwriters have a contractual relationship in respect of the distribution of the Offered Units (each, a "**Selling Firm**") to agree to, comply with the Applicable Securities Laws in connection with the distribution thereof and shall offer the Offered Units for sale to the public only in the Selling Jurisdictions where they may lawfully be offered for sale directly and through Selling Firms upon the terms and conditions set out in the Prospectus and this Agreement. The Underwriters shall, and shall use commercially reasonable efforts to require any Selling Firm to agree to, offer for sale to the public and sell the Offered Units only in those jurisdictions that comply with Section 2 and where they may be lawfully offered for sale or sold and shall seek the prior consent of the Company, such consent not to be unreasonably withheld, regarding the jurisdictions other than the Qualifying Jurisdictions and the United States where the Offered Units are to be offered and sold, provided that such offer and sale will not require the Company to comply with the registration, prospectus, filing or continuous disclosure or other similar requirements under the Applicable Laws of such other jurisdiction or pay any additional governmental filing fees which relate to such other jurisdictions. The Underwriters shall use all

commercially reasonable efforts to complete and cause each Selling Firm to complete the distribution of the Offered Units as soon as reasonably practicable but in any event no later than 42 days after the date of the Final Receipt; and (ii) as soon as practicable after the completion of the distribution of the Offered Units, and in any event within 30 days after the later of the Closing Date or the last Option Closing Date and provide the Company with a breakdown of the number of Offered Units distributed in the Qualifying Jurisdictions and in any other Selling Jurisdictions.

(b) The Underwriters and any Selling Firm shall be entitled to offer and sell the Offered Units to purchasers in the United States solely pursuant to an applicable exemption or exemptions from the registration requirements of the U.S. Securities Act and the registration or qualification requirements of applicable state securities laws, and in other jurisdictions outside of Canada and the United States that comply with Section 2 in accordance with any applicable securities and other laws in the jurisdictions in which the Underwriters and/or Selling Firms offer the Offered Units. Any offer or sale of the Offered Units to purchasers in the United States will be made in accordance with Schedule “A” hereto.

(c) For the purposes of this Section 4, the Underwriters shall be entitled to assume that the Offered Units are qualified for distribution in any Qualifying Jurisdiction where a Passport Receipt or similar document for the Prospectus shall have been obtained from or deemed issued by the applicable Securities Commission (including a Final Receipt for the Prospectus issued under the Passport System) following the filing of the Prospectus, unless otherwise notified in writing by the Company.

(d) During the distribution of the Offered Units, other than the Offering Documents, the press release announcing the Offering, the Term Sheet (which the Company and the Underwriters agree is a “template version” within the meaning of NI 44-101 of such marketing materials), the Underwriters shall not provide any potential investor with any materials or written communication in relation to the distribution of the Offered Units. The Company, and the Underwriters (on a several basis), each covenant and agree (i) not to provide any potential investor of Offered Units with any marketing materials unless a template version of such marketing materials has been filed by the Company with the Securities Commissions on or before the day such marketing materials are first provided to any potential investor of Offered Units, (ii) not to provide any potential investor in the Qualifying Jurisdictions with any materials or information in relation to the distribution of the Offered Units or the Company other than (a) such marketing materials that have been approved and filed in accordance with NI 44-101, (b) the Preliminary Prospectus, the Prospectus and any Supplementary Material, and (c) any “standard term sheets” (within the meaning of Applicable Securities Laws) approved in writing by the Company and Canaccord on behalf of the Underwriters, and (iii) that any marketing materials approved and filed in accordance with NI 44-101 and any standard term sheets approved in writing by the Company and Canaccord on behalf of the Underwriters, shall only be provided to potential investors in the Qualifying Jurisdictions.

(e) Notwithstanding the foregoing provisions of this Section 4, an Underwriter will not be liable to the Company under this Section 4 or Schedule “A” with respect to a default under this Section 4 or Schedule “A” by another Underwriter or another Underwriter’s U.S. Affiliate or any Selling Firm appointed by another Underwriter. However, each Underwriter shall be liable to the Company under this Section 4 or Schedule “A” with

respect to any breach by it, or its U.S. Affiliate or any Selling Firm appointed by it of this Section 4 or of the selling restrictions set forth in Schedule "A".

(f) The Company acknowledges that Canaccord shall, in its sole discretion and without notice to or consent of the Company, be entitled to assign its underwriting commitment under this Agreement to any affiliate or subsidiary of Canaccord Genuity Group Inc., provided that no such assignment shall relieve Canaccord of any liability or its obligations under or in connection with this Agreement.

5. Deliveries on Filing and Related Matters

(a) The Company shall deliver, or cause to be delivered, to each of the Underwriters:

(i) concurrently with the filing of each of the Preliminary Prospectus and the Prospectus, as the case may be, a copy of each of the Preliminary Prospectus and Prospectus, as the case may be, signed by the Company as required by Applicable Securities Laws;

(ii) concurrently with the filing thereof, a copy of any Supplementary Material required to be filed by the Company in compliance with Applicable Securities Laws;

(iii) concurrently with the filing of the Prospectus with the Securities Commissions, one or more "long form" comfort letters dated the date of the Prospectus, in form and substance satisfactory to the Underwriters, acting reasonably, addressed to the Underwriters and the directors of the Company from the auditors of the Company and former auditors of the Company and with respect to the Financial Statements and other financial and accounting information relating to the Company, contained or incorporated by reference in the Prospectus, which letters shall be based on a review by such auditors within a cut-off date of not more than two Business Days prior to the date of the letters, which letters shall be in addition to any auditors' comfort and consent letters addressed to the Securities Commissions in the Qualifying Jurisdictions;

(iv) as soon as possible after the Preliminary Prospectus, the Prospectus and any Supplementary Material are prepared, copies of the U.S. Placement Memorandum;

(v) prior to the filing of the Prospectus with the Securities Commissions, copies of correspondence demonstrating that the listing and posting for trading on the CSE of the Shares, the Warrants, the Warrant Shares issuable in connection with the Offering, and the Compensation Shares underlying the Compensation Options, has been approved subject only to the satisfaction by the Company of such customary and standard conditions imposed by the CSE in similar circumstances and set forth in a letter of the CSE addressed to the Company (the "**Standard Listing Conditions**"); and

(vi) copies of all other documents resulting or related to the Company taking all other steps and proceedings that may be necessary in order to qualify the Offered Units for distribution in each of the Qualifying Jurisdictions by the Underwriters and other persons who are registered in a category permitting them to distribute the

Offered Units under Applicable Securities Laws and who comply with such Applicable Securities Laws.

(b) ***Supplementary Material***

If applicable, the Company shall also prepare and deliver promptly to the Underwriters signed copies of all Supplementary Material. Concurrently with the delivery of any Supplementary Material or the incorporation or deemed incorporation by reference in the Prospectus of any Subsequent Disclosure Document, the Company shall deliver to the Underwriters, with respect to such Supplementary Material or Subsequent Disclosure Document, a comfort letter from the Company's current auditor substantially similar to the letters referred to in Section 5(a)(iii).

(c) ***Representations as to Prospectus and Supplementary Material***

Each delivery to any Underwriter of any Offering Document by the Company shall constitute the representation and warranty of the Company to the Underwriters that:

(i) all information and statements (except for the Underwriters' Information) contained and incorporated by reference in such Offering Documents, are, at their respective dates and, if applicable, the respective dates of filing, of such Offering Documents, true and correct in all material respects and contain no misrepresentation and, on the respective dates of such Offering Documents, constitute full, true and plain disclosure of all material facts relating to the Company and the Subsidiaries (on a consolidated basis) and the Offered Units, Shares, Warrants and Warrant Shares as required by Applicable Securities Laws;

(ii) no material fact or information (except for the Underwriters' Information) has been omitted from any Offering Document which is required to be stated therein or is necessary to make the statements therein not misleading in the light of the circumstances in which they were made; and

(iii) except with respect to Underwriters' Information, each of such Offering Documents complies with the requirements of the Applicable Securities Laws in all material respects.

Such deliveries shall also constitute the Company's consent to the Underwriters' and any Selling Firm's use of the Offering Document in connection with the distribution of the Offered Units in compliance with this Agreement.

(d) ***Delivery of Prospectus and Related Matters***

The Company will cause to be delivered to the Underwriters, at those delivery points as the Underwriters reasonably request, as soon as possible and in any event no later than 12:00 noon (Toronto time) on the next Business Day (or by 12:00 noon (Toronto time) on the second Business Day for deliveries outside of Toronto), in each case following the day on which the Company has obtained (i) the Preliminary Receipt for the Preliminary Prospectus, and (ii) the Final Receipt for the Prospectus, and thereafter from time to time during the distribution of the Offered Units, as many commercial copies of the Preliminary Prospectus, the Prospectus, any Supplementary Materials and/or the U.S. Placement Memorandum, as applicable, as the Underwriters may reasonably request.

Each delivery of any of the Offering Documents will have constituted or will constitute, as the case may be, consent of the Company to the use by the Underwriters and any Selling Firms of those documents in connection with the distribution and sale of the Offered Units in all of the Qualifying Jurisdictions and of the U.S. Placement Memorandum for the distribution of the Offered Units to purchasers in the United States in compliance with the provisions of Schedule “A”.

(e) ***Press Releases***

Neither the Company, nor the Underwriters or their U.S. Affiliates, shall make any public announcement in connection with the Offering, except if the other party has consented to such announcement or the announcement is required by applicable laws or stock exchange rules. For greater certainty, during the period commencing on the date hereof and until completion of the distribution of the Offered Units, the Company will promptly provide to the Underwriters drafts of any press releases of the Company for review and comment by the Underwriters and the Underwriters’ counsel prior to issuance, provided that any such review will be completed in a timely manner, and the Company will incorporate in such press releases all reasonable comments of the Underwriters. To deal with the possibility that the Offered Units may be offered and sold to United States purchasers, any such press release shall contain the following legend and comply with Rule 135e under the U.S. Securities Act: “NOT FOR DISTRIBUTION TO UNITED STATES NEWS WIRE SERVICES OR FOR DISSEMINATION IN THE UNITED STATES.”; and “The securities offered have not been and will not be registered under the United States Securities Act of 1933, as amended, or any state securities law, and may not be offered or sold in the United States absent registration or an exemption from such registration requirements. This press release shall not constitute an offer to sell or the solicitation of an offer to buy in the United States nor shall there by any sale of the securities in any State in which such offer, solicitation or sale would be unlawful.”

In addition, any such press release or announcement shall contain the following disclaimer:

> “The Company is indirectly involved in the manufacture, possession, use, sale and distribution of cannabis in the recreational and medicinal cannabis marketplace in the United States through its subsidiary MM Development Company, Inc. (“MMDC”). Local state laws where MMDC operates permit such activities however, these activities are currently illegal under United States federal law. Additional information regarding this and other risks and uncertainties relating to the Company's business are contained under the heading “Risk Factors” in the Company's annual information form dated April 13, 2020 filed on its issuer profile on SEDAR at www.sedar.com”.

6. Material Change

(a) During the period commencing on the date hereof and ending on the day the Underwriters notify the Company of the completion of the distribution of the Offered Units in accordance with Section 4(a) hereof, the Company shall promptly inform the Underwriters (and promptly confirm such notification in writing) of the full particulars of:

(i) any material change whether actual, anticipated, contemplated, threatened or proposed, in the Company or any Subsidiary or in any of their respective businesses, assets (including intangible assets), affairs, operations, prospects, liabilities (contingent or otherwise), capital, properties, condition (financial or otherwise) or results of operations or in the Offering;

(ii) any material fact which has arisen or has been discovered or any new material fact that would have been required to have been stated in the Offering Documents had that fact arisen or been discovered on or prior to the date of any of the Offering Documents;

(iii) any change in any material fact (which for the purposes of this Agreement shall be deemed to include the disclosure of any previously undisclosed material fact) contained or incorporated by reference in the Offering Documents or whether any event or state of facts has occurred after the date hereof, which, in any case, is, or may be, of such a nature as to render any of the Offering Documents untrue or misleading in any material respect or to result in any misrepresentation in any of the Offering Documents, including as a result of any of the Offering Documents containing or incorporating by reference therein an untrue statement of a material fact or omitting to state a material fact required to be stated therein or necessary to make any statement therein not false or not misleading in the light of the circumstances in which it was made, or which could result in any of the Offering Documents not complying with the Applicable Securities Laws; or

(iv) any notice by any governmental, judicial or regulatory authority requesting any material information, or meeting or hearing, relating to the Company or any Subsidiary or the Offering.

(b) Subject to Section 6(d), the Company will prepare and file promptly (and, in any event, within the time prescribed by Applicable Securities Laws) any Supplementary Material which may be necessary under the Applicable Securities Laws, and the Company will prepare and file promptly at the request of the Underwriters any Supplementary Material which, in the opinion of the Underwriters, acting reasonably, may be necessary or advisable, and will otherwise comply with all legal requirements necessary, to continue to qualify the Offered Units for distribution in each of the Qualifying Jurisdictions.

(c) During the period commencing on the date hereof until the Underwriters notify the Company of the completion of the distribution of the Offered Units, the Company will promptly inform the Underwriters in writing of the full particulars of:

(i) any request of any Securities Commission for any amendment to any Offering Document or for any additional information in respect of the Offering or the Company;

(ii) the receipt by the Company of any material communication, whether written or oral, from any Securities Commission, the CSE or any other competent authority, relating to the Preliminary Prospectus, the Prospectus, the distribution of the Offered Units or the Company;

(iii) any notice or other correspondence received by the Company from any Governmental Authority and any requests from such bodies for information, a

meeting or a hearing relating to the Company, any Subsidiary, the Offering, the issue and sale of the Offered Units or any other event or state of affairs that could, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect; or

(iv) the issuance by any Securities Commission, the CSE or any other competent authority, including any other Governmental Authority, of any order to cease or suspend trading or distribution of any securities of the Company (including Offered Units, Shares, Warrants, Warrant Shares, Compensation Options or Compensation Shares issuable upon the exercise of the Compensation Options) or of the institution, threat of institution of any proceedings for that purpose or any notice of investigation that could potentially result in an order to cease or suspend trading or distribution of any securities of the Company (including Offered Units, Shares, Warrants, Warrant Shares, Compensation Options and Compensation Shares issuable upon the exercise of the Compensation Options).

(d) In addition to the provisions of Sections 6(a), 6(b) and 6(c) hereof, the Company shall in good faith discuss with the Underwriters any circumstance, change, event or fact contemplated in any of Section 6(a), Section 6(b) or Section 6(c) which is of such a nature that there is or could be reasonable doubt as to whether notice should be given to the Underwriters under any of Section 6(a), Section 6(b) or Section 6(c) hereof and shall consult with the Underwriters with respect to the form and content of any Supplementary Material proposed to be filed by the Company, it being understood and agreed that no such Supplementary Material shall be filed with any Securities Commission prior to the review and approval thereof by the Underwriters and their counsel, acting reasonably.

7. Regulatory Approvals

(a) Prior to the filing of the Prospectus with the Securities Commissions, the Company shall file or cause to be filed with the CSE all necessary documents and shall take or cause to be taken all necessary steps to ensure that the Company has obtained all necessary approvals for the Shares, the Warrants, the Warrant Shares and the Compensation Shares underlying the Compensation Options, to be listed on the CSE subject only to the Standard Listing Conditions of the CSE.

(b) The Company will make all necessary filings and obtain all necessary regulatory consents and approvals (if any) required to be obtained by the Company pursuant to Applicable Laws, and the Company will pay all filing, exemption and other fees required to be paid in connection with the transactions contemplated in this Agreement.

8. Representations and Warranties of the Company

The Company represents and warrants to the Underwriters and the U.S. Affiliates, and acknowledges that the Underwriters are relying on such representations and warranties in purchasing the Offered Units, that:

(a) the Company is a corporation duly incorporated, amalgamated, continued or organized and validly existing under the laws of British Columbia and has all requisite power, capacity and authority to carry on its business as it is now being conducted and as it is proposed to be conducted;

(b) each Subsidiary is duly incorporated or formed and validly existing under the laws of its jurisdiction of incorporation or formation, and has all requisite power, capacity and authority to carry on its business as it is now being conducted and as proposed to be conducted;

(c) the Company and each Subsidiary is duly registered to do business and is in good standing in each jurisdiction in which the character of its properties, owned or leased, or the nature of its activities make such registration necessary;

(d) the Company has full corporate power, capacity and authority to enter into this Agreement and the Ancillary Documents including the Warrant Indenture, and to do all acts and things and execute and deliver all documents as are required hereunder and thereunder to be done, observed, performed or executed and delivered by it in accordance with the terms hereof, and the Company has taken all necessary corporate action to authorize the execution, delivery and performance of this Agreement and the Ancillary Documents and to perform the provisions of this Agreement and the Ancillary Documents in accordance with the provisions hereof and thereof;

(e) this Agreement has been executed and delivered by the Company and constitutes a valid and legally binding obligation of the Company enforceable against the Company in accordance with its terms subject to such limitations and prohibitions as may exist or may be enacted in applicable laws relating to bankruptcy, insolvency, liquidation, moratorium, reorganization, arrangement or winding-up and other laws, rules and regulations of general application affecting the rights, powers, privileges, remedies and/or interests of creditors generally;

(f) the Warrant Indenture and the Certificates representing the Compensation Options will at the Closing Time on the Closing Date be duly authorized and executed by the Company and will constitute a valid and binding obligation of the Company enforceable against the Company in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting the rights of creditors generally and except as limited by the application of equitable principals when equitable remedies are sought, and by the fact that rights to indemnity, contribution and waiver, and the ability to sever unenforceable terms, may be limited by Applicable Law;

(g) the entering into and the performance by the Company of the transactions contemplated herein and in the Ancillary Documents to which the Company is a party:

  (i) does not require any consent, approval, authorization or order of any court or other Governmental Authority;

  (ii) will not contravene any statute or regulation of any Governmental Authority which is binding on the Company or any of the Subsidiaries;

  (iii) will not result in the breach of, or be in conflict with, or constitute a default under, or create a state of facts which, after notice or lapse of time, or both, would constitute a default under any term or provision of the Constating Documents of the Company or any of the Subsidiaries or resolutions of the Company or any of the Subsidiaries or any mortgage, note, indenture, contract or agreement instrument, lease or other document to which the Company or any of

the Subsidiaries is a party, or any judgment, decree or order or any term or provision thereof;

(h) all necessary corporate action has been taken to authorize the offering, issuance, sale and the delivery of the Offered Units (including the Shares and Warrants comprising the Offered Units) and to issue and sell the Warrant Shares underlying the Warrants, the certificates representing the Compensation Options, and to grant the Over-Allotment Option;

(i) the Shares, the Warrants and the Compensation Options, have been duly authorized, allotted and reserved for issuance and, at the applicable Closing Time:

(i) the Initial Shares and, if applicable, the Additional Shares will be duly and validly issued and outstanding as fully paid and non-assessable common shares in the capital of the Company;

(ii) the Initial Warrants and, if applicable, the Additional Warrants will be duly created and validly issued and outstanding as fully paid securities of the Company;

(iii) the Warrant Shares have been duly authorized, allotted and reserved for issuance, and, upon the exercise of the Warrants and payment of the exercise price therefor, will be validly issued and outstanding as fully paid and non-assessable common shares in the capital of the Company;

(iv) the Compensation Options will be duly created and validly issued and outstanding as fully paid securities of the Company;

(v) the Compensation Shares issuable upon the exercise of the Compensation Options have been validly reserved for issuance by the Company and, upon the payment of the exercise price therefor and the issue thereof, the Compensation Shares will be validly issued as fully paid and non-assessable common shares in the capital of the Company;

(vi) the Shares, the Warrants, the Warrant Shares, the Compensation Options and the Compensation Shares, will not have been issued in violation of or subject to any pre-emptive or contractual rights to purchase securities issued or granted by the Company;

(j) Prior to the Closing Time, all necessary notices and filings will have been made with and all necessary consents, approvals, authorizations will have been obtained by the Company from the CSE to ensure that, subject to fulfilling the Standard Listing Conditions, the Shares, the Warrants, the Warrant Shares and the Compensation Shares underlying the Compensation Options, will be listed and posted for trading on the CSE upon their issuance;

(k) the Company is the direct or indirect registered and beneficial owner of all of the issued and outstanding shares and other voting securities of each Subsidiary, in each case, except as disclosed in the Documents Incorporated by Reference, free and clear of all encumbrances, liens, mortgages, hypothecations, security interests, charges or adverse interests whatsoever, and no person, firm, corporation or entity has any agreement,

option, right or privilege (whether pre-emptive or contractual) capable of becoming an agreement or option, for the purchase from the Company or any Subsidiary of any of the shares or other securities of any Subsidiary;

(l) the form (if certificated) and terms of the Shares, Warrants and Compensation Options have been approved and adopted by the directors of the Company and do not conflict with any Applicable Laws;

(m) the attributes of the Shares, the Warrants and the Compensation Options conform and will conform in all material respects with the description thereof in the Offering Documents;

(n) Odyssey Trust Company, at its Calgary office has been duly appointed as the registrar transfer agent of the Company for the Common Shares and Restricted Voting Shares and, prior to the Closing Time, will be duly appointed as warrant agent for the Warrants;

(o) the minute books and records of the Company and its Subsidiaries, which the Company has made available to the Underwriters and their counsel in connection with their due diligence investigation of the Company are all of the minute books and substantially all of the records of the Company and contain copies of all Constating Documents of the Company, including all amendments thereto, and all material proceedings of securityholders and directors and are complete in all material respects;

(p) the authorized and issued share capital of the Company is accurately disclosed in the Preliminary Prospectus under the headings "Description of Securities Being Distributed" and "Consolidated Capitalization"; the Company is authorized to issue an unlimited number of Common Shares, of which 113,047,571 Common Shares are outstanding on the date hereof, and an unlimited number of Restricted Voting Shares, of which 57,242,815 Restricted Voting Shares are outstanding on the date hereof. There are no outstanding options, warrants, rights or conversion or exchange privileges or other securities entitling anyone to acquire any Common Shares or Restricted Voting Shares, or any other rights, agreements or commitments of any character whatsoever requiring the issuance, sale or transfer by the Company of any shares of the Company or any securities convertible into, exchangeable or exercisable for, or otherwise evidencing a right to acquire, any Common Shares or Restricted Voting Shares or other equity securities of the Company (including any pre-emptive rights, rights of first refusal or any similar rights to subscribe for any securities of the Company), except as disclosed in the Offering Documents. All outstanding Common Shares and Restricted Voting Shares have been duly authorized and validly issued, and are fully paid and non-assessable shares;

(q) other than the Subsidiaries, the Company has no subsidiary and no investment in any person which in either case is or could be material to the business and affairs of the Company, nor any agreement, option or commitment to acquire any such investment except as disclosed in the Offering Documents. Except as disclosed in the Offering Documents, the Company is the registered and beneficial owner of 100% of the issued and outstanding shares and other equity interests in each Subsidiary, free and clear of all encumbrances, liens, mortgages, hypothecations, security interests, charges or adverse interests whatsoever. There are no outstanding options, warrants, rights or conversion or exchange privileges or other securities entitling anyone to acquire any securities or any rights, agreements or commitments of any character whatsoever requiring the issuance, sale or transfer by the Company or any Subsidiary of any securities of the Subsidiaries or

any securities convertible into, exchangeable or exercisable for, or otherwise evidencing a right to acquire, any securities of the Subsidiaries (including any pre-emptive rights, rights of first refusal or any similar rights to subscribe for any securities of the Subsidiaries). All outstanding securities of the Subsidiaries have been duly authorized and validly issued, and are fully paid and non-assessable and are not subject to, nor have they been issued in violation of any pre-emptive rights;

(r) the Common Shares are listed on the CSE; the Company is a "reporting issuer" under the laws of British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, New Brunswick, Nova Scotia, Prince Edward Island and Newfoundland and Labrador and is not in default in any material respect of any requirements of Applicable Securities Laws related thereto. The Company is not, as at the date hereof, included on the list of defaulting reporting issuers maintained by any of the Securities Commissions;

(s) no material change has occurred in relation to the Company which is not disclosed in the Offering Documents, and the Company has not filed any confidential material change reports which continue to remain confidential;

(t) the Company has filed all documents forming the Disclosure Record on a timely basis in accordance with the requirements of Securities Laws; each document comprising the Disclosure Record required to be filed by the Company by Applicable Securities Laws was, as of the date of filing, in compliance in all material respects with all applicable requirements under Applicable Securities Laws and none of documents comprising the Disclosure Record, as of their respective filing dates, contained any misrepresentation;

(u) the Company has filed a current annual information form in the form prescribed by NI 51-102 in each of the jurisdictions of British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, New Brunswick, Nova Scotia, Prince Edward Island and Newfoundland and Labrador prior to the date of this Agreement; the Company is as of the date hereof an Eligible Issuer in the jurisdictions of British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, New Brunswick, Nova Scotia, Prince Edward Island and Newfoundland and Labrador and, on the dates of and upon filing of the Preliminary Prospectus and Prospectus, will be an Eligible Issuer in all of the Qualifying Jurisdictions and there will be no documents required to be filed under Applicable Securities Laws in connection with the Offering of the Offered Units and Warrants that will not have been filed as required as at those respective dates;

(v) no order ceasing or suspending trading in any securities of the Company is currently outstanding and no proceeding for such purpose are pending, or to the knowledge of the Company, threatened;

(w) the Company and each Subsidiary has conducted and is conducting its business in compliance in all material respects with all Applicable Laws of each jurisdiction in which it carries on business and with all Applicable Laws, tariffs and directives material to its operations, including all applicable federal, state, municipal, and local laws and regulations and other lawful requirements of any Governmental Authority that govern any aspects of the Company's or the Subsidiaries' business, including, but not limited to, permits and/or licenses to grow, process, and dispense cannabis and cannabis-derived products, with the exception of certain U.S. federal laws, statutes, and/or regulations as applicable to the production, trafficking, distribution, processing, cultivation, extraction,

sale, etc. of cannabis and cannabis related substances and products as disclosed in the Prospectus and other related judgements, orders and decrees;

(x) there are no material liabilities of the Company or the Subsidiaries, whether direct, indirect, absolute, contingent or otherwise which are not disclosed or reflected in the Offering Documents;

(y) no proceedings have been taken, instituted or are pending for the dissolution, winding-up or liquidation of the Company or any of the Subsidiaries, and no board approvals have been given to commence any such proceedings;

(z) all taxes (including income tax, capital tax, value added tax, sales tax, goods and services tax, payroll taxes, employer health tax, workers' compensation payments, property taxes, custom and land transfer taxes and similar taxes), duties, royalties, levies, imposts, assessments, deductions, charges or withholdings and all liabilities with respect thereto including any penalty and interest payable with respect thereto (collectively, "**Taxes**") due and payable by the Company and each Subsidiary have been paid, withheld, collected, and remitted as required by Applicable Laws except for where the failure to do so would not constitute an adverse material fact of the Company. All tax returns due, declarations, remittances and filings required to be filed by the Company and each Subsidiary have been filed with all appropriate Governmental Authorities and all such returns, declarations, remittances and filings are complete and accurate in all material respects and no material fact or facts have been omitted therefrom which would make any of them misleading except where the failure to file such documents would not constitute an adverse material fact of the Company. To the knowledge of the Company: (i) no examination of any tax return of the Company is currently in progress by a Governmental Authority or any Subsidiary; and (ii) there are no issues or disputes outstanding with any Governmental Authority respecting any Taxes of the Company or any Subsidiary. There are no agreements with any taxation authority providing for an extension of time for any assessment or reassessment of Taxes with respect to the Company or any Subsidiary;

(aa) the Financial Statements: (i) are, in all material respects, consistent with the books and records of the Company for the periods covered thereby; (ii) contain and reflect all material adjustments for the fair presentation of the results of operations and the financial condition of the business of the Company for the periods covered thereby; (iii) present fully, fairly and correctly, the assets and financial condition and position of the Company as at the dates thereof and the results of operations and the changes in financial position for the periods then ended; (iv) have been prepared in accordance with Applicable Securities Laws and IFRS, applied on a consistent basis throughout the periods referred to therein; and (v) other than the unaudited interim financial statements of the Company for the three and six months ended June 30, 2020, have been audited by independent public accountants within the meaning of Applicable Securities Laws and the rules of the Chartered Professional Accountants of Canada;

(bb) since the beginning of the current financial year of the Company, there has not been any "disagreement" or "reportable event" (within the respective meanings of NI 51-102) with the current auditors or any former auditors of the Company;

(cc) the Company and each of the Subsidiaries has established and maintains, accurate books and records reflecting its assets and liabilities and maintains proper and adequate internal accounting controls which provide assurance that (i) transactions are executed in

accordance with management's authorization; and (ii) transactions are recorded as necessary to permit the preparation of consolidated financial statements of the Company and to permit the financial statements to be fairly presented in accordance with IFRS;

(dd) the audit committee's responsibilities and composition comply with National Instrument 52-110 – *Audit Committees*, as such instrument applies to "venture issuers";

(ee) the Company is a "foreign private issuer" as such term is defined in Rule 405 promulgated under the U.S. Securities Act;

(ff) the Company is not an "investment company" as defined in the United States Investment Company Act of 1940, as amended;

(gg) except as disclosed to the Underwriters in writing, there are no lawsuits, actions or litigation or arbitration proceedings or governmental proceedings in progress, pending or, to the knowledge of Company, contemplated or threatened, to which the Company or any of the Subsidiaries is a party or to which the property of the Company or any Subsidiary is subject. There is not presently outstanding against the Company or any Subsidiary any material judgment, injunction, rule or order of any court, governmental department, commission, agency or arbitrator;

(hh) other than as disclosed in the Offering Documents, since the date of the Financial Statements: (i) the Company has conducted its business only in the ordinary course; (ii) there has been no Material Adverse Effect on the Company or any of the Subsidiaries, or any condition, event or development involving a prospective change that would constitute a Material Adverse Effect on the Company or any of the Subsidiaries; and (iii) no liability or obligation of any nature (whether absolute, accrued, contingent or otherwise) material to the Company or any of the Subsidiaries has been incurred, other than in the ordinary and normal course of business;

(ii) the Company has made available to the Underwriters all material information concerning the Company and the Subsidiaries and all such information as made available to the Underwriters is accurate, true and correct in all material respects;

(jj) the Offering Documents accurately disclose the material impacts of the novel coronavirus disease outbreak (the "**COVID-19 Outbreak**") on the Company and its Subsidiaries. Except as disclosed in the Offering Documents, there has been no other material closure or suspension to the operations of the Company or the Subsidiaries as a result of the COVID-19 Outbreak. The Company has been monitoring the COVID-19 Outbreak and the potential impact on the Company, the Subsidiaries and their respective operations and has put appropriate control measures in place to minimize the risk to the health of all of their employees where the Company and the Subsidiaries operate while continuing to operate;

(kk) neither the Company nor any of the Subsidiaries is party to or bound or affected by any commitment, agreement or document containing any covenant which expressly limits the freedom of such entity to compete in any line of business, transfer or move any of its assets or operations that would materially or adversely affect the business practices, operations or condition of such entity;

(ll) the Company has provided to the Underwriters copies of (including all material correspondence relating to) all Governmental Licenses (as defined below) held by it and the Subsidiaries, and any renewals thereof as of the date hereof;

(mm) the material contracts of the Company and the Subsidiaries as set forth in the Offering Documents are the only material documents and contracts currently in effect under and by virtue of which the Company and its Subsidiaries are entitled to the assets and conduct their business. Each of the material contracts is in full force and effect and is unamended and there are no outstanding material defaults or breaches under any of the material contracts on the part of the Company or its Subsidiaries or, to the knowledge of Company, its counterparties;

(nn) other than liabilities as disclosed in the Financial Statements, neither the Company nor its Subsidiaries is a party to or otherwise bound by any note, loan, bond, debenture, indenture, promissory note or other instrument evidencing indebtedness (demand or otherwise) for borrowed money or other liability;

(oo) except for customary indemnities to its directors and officers, neither the Company nor its Subsidiaries is a party to or bound by any agreement, guarantee, indemnification, or endorsement or like commitment respecting the obligations, liabilities (contingent or otherwise) or indebtedness of any person, firm or corporation, except as would not, individually or in the agreement, have a Material Adverse Effect;

(pp) each lease with respect to real property to which the Company or its Subsidiaries is a party (collectively the "**Leases**" and each a "**Lease**"), copies of which have been provided to the Underwriters, is in good standing, creates a good and valid leasehold interest in the lands and premises thereby demised and is in full force and effect without amendment. With respect to each Lease: (i) all rents and additional rents have been paid to date; (ii) no waiver, indulgence or postponement of the lessee's obligations has been granted by the lessor; (iii) there exists no event of default or event, occurrence, condition or act (including this transaction) which, with the giving of notice, the lapse of time or the happening of any other event or condition, would become a default under the Lease; and (iv) all of the covenants to be performed by any other party under the Lease have been fully performed;

(qq) all benefit or pension plans of the Company and the Subsidiaries are funded in accordance with Applicable Laws and no past service funding liability exist thereunder;

(rr) no director, officer, consultant, insider or other non-arm's length party to the Company or its Subsidiaries (or any associate or affiliate thereof) has any right, title or interest in (or the right to acquire any right, title or interest in) any royalty interest, carried interest, participation interest or any other interest whatsoever which are based on revenue from or otherwise in respect of any assets of the Company or its Subsidiaries;

(ss) the Company is not aware of any of the directors or officers of the Company or any of its Subsidiaries receiving any objection from securities regulatory authorities to their serving in capacities as directors or officers of any reporting issuer in any jurisdiction of Canada;

(tt) except as contemplated herein, no filing or registration with, or authorization, consent or approval of any domestic or foreign public body or authority is necessary by the Company or any of its Subsidiaries in connection with the consummation of the Offering,

except for such filings or registrations which, if not made, or for such authorizations, consents or approvals, which, if not received, would not have any material adverse effect on the ability of the Company or its Subsidiaries to operate their business in the ordinary course following the completion of the Offering;

(uu) there is not (or are not): (i) any order or directive from any regulatory authority which relates to environmental matters and which requires any material work, repairs, construction, or capital expenditures relating to the Company, any of the Subsidiaries or any of their respective business undertakings; (ii) any demand or notice from any regulatory authority with respect to the material breach of any environmental, health or safety law applicable to the Company, any of its Subsidiaries or any of their respective business undertakings, including, without limitation, any regulations respecting the use, storage, treatment, transportation, or disposition of environmental contaminants; or (iii) any spills, releases, deposits or discharges of hazardous or toxic substances, contaminants or wastes, which have not been rectified, on any of the properties or assets owned or leased by the Company or any of its Subsidiaries, or to the knowledge of the Company, in which the Company or any Subsidiary has an interest or over which it has control;

(vv) the Company and each Subsidiary holds all material authorizations required under any applicable environmental laws in connection with the operation of its business and the ownership and use of its assets, and neither the Company, its Subsidiaries nor any of their assets are the subject of any investigation, evaluation, audit or review not in the ordinary and regular course by any Governmental Authority to determine whether any violation of environmental laws has occurred or is occurring, and neither the Company nor any of its Subsidiaries is subject to any known environmental liabilities;

(ww) to the knowledge of the Company, there is no legislation, proposed legislation, regulation, or proposed regulation to be published by a legislative or regulatory body, which it anticipates will materially and adversely affect the business, affairs, operations, assets, liabilities (contingent or otherwise) or prospects of the Company or any of its Subsidiaries, with the exception of certain U.S. federal laws, statutes, and/or regulations as applicable to the production, trafficking, distribution, processing, cultivation, extraction, sale, etc. of cannabis and cannabis related substances and products as disclosed in the Prospectus and other related judgements, orders and decrees;

(xx) to the knowledge of the Company, the Company and each Subsidiary is in good standing under all, and is not in default under any, and there is no existing condition, circumstance or matter which constitutes or which, with the passage of time or the giving of notice, would constitute a default under any, leases, licenses, permits, registrations and other title and operating documents or any other agreements and instruments pertaining to its real property assets to which it is a party or by or to which it or such assets are bound or subject and, all such leases, licenses, permits, registrations, title and operating documents and other agreements and instruments are in good standing and in full force and effect and, to the knowledge of the Company, none of the counterparties to such leases, licenses, permits, registrations, title and operating documents and other agreements and instruments is in default thereunder;

(yy) each of the Company and its Subsidiaries has good and marketable title to all of its or their owned material assets and property and no person has any contract or any right or privilege capable of becoming a right to purchase any such assets or property from the

Company or its Subsidiaries other than in the ordinary and normal course of business or except as would not, individually or in the aggregate, have a Material Adverse Effect;

(zz) to the Company's knowledge, except as disclosed in the Prospectus, none of the directors, officers or employees of the Company, the Subsidiaries or any associate or affiliate of any of the foregoing has any interest, direct or indirect, in any transaction with the Company or any Subsidiary that materially affects, is material to or would reasonably be expected to materially affect the Company or any Subsidiary;

(aaa) the Company and each Subsidiary is in compliance in all material respects with all laws respecting employment and employment practices, terms and conditions of employment, pay equity and wages and has not and is not engaged in any unfair labour practice;

(bbb) neither the Company nor any Subsidiary is a party to or bound by any collective agreement and is not currently conducting negotiations with any labour union or employee association;

(ccc) other than the Offering and other than as disclosed in or incorporated by reference in the Offering Documents, neither the Company nor any Subsidiary has:

(i) since December 31, 2010, paid or declared any dividend or incurred any material capital expenditure or made any commitment therefor;

(ii) incurred any obligation or liability, direct or indirect, contingent or otherwise, except in the ordinary course of business and which is not, and which in the aggregate are not, material; or

(iii) since the beginning of the current financial year of the Company, entered into any material transaction;

(ddd) the Company and each of its Subsidiaries owns or has the right to use all of the Intellectual Property owned or used by it as of the date hereof. All registrations, if any, and filings necessary to preserve the rights of the Company and each Subsidiary in the Intellectual Property owned by the Company or its Subsidiaries have been made and are in good standing. Neither the Company nor its Subsidiaries has any material pending action or proceeding, nor any material threatened action or proceeding, against any person with respect to the use of the Intellectual Property, and there are no circumstances which cast doubt on the validity or enforceability of the Intellectual Property owned or used by the Company or any of the Subsidiaries. The conduct of the business of the Company and the Subsidiaries, taken as a whole, does not, to the knowledge of the Company, infringe upon the intellectual property rights of any other person. Neither the Company nor any of its Subsidiaries has any pending action or proceeding, nor, to the knowledge of the Company, is there any threatened action or proceeding against it with respect to the use of the Intellectual Property by the Company or its Subsidiaries. To the knowledge of the Company, no third parties have rights to any Intellectual Property that is owned by the Company or its Subsidiaries. None of the Intellectual Property that is owned by the Company or its Subsidiaries comprises an improvement to any Intellectual Property that would give any third person any rights to any such Intellectual Property, including, without limitation, rights to license any such Intellectual Property;

(eee) the Company and its Subsidiaries have security measures and safeguards in place to protect Personally Identifiable Information they collect from registered patients and customers and other parties from illegal or unauthorized access or use by its personnel or third parties or access or use by its personnel or third parties in a manner that violates the privacy rights of third parties. The Company and the Subsidiaries have complied in all material respects with all applicable privacy and consumer protection laws and none of them have collected, received, stored, disclosed, transferred, used, misused or permitted unauthorized access to any information protected by privacy laws, whether collected directly or from third parties, in an unlawful manner. The Company and the Subsidiaries have taken all reasonable steps to protect Personally Identifiable Information against loss or theft and against unauthorized access, copying, use, modification, disclosure or other misuse;

(fff) to the extent applicable, the policies of insurance in force at the date hereof naming the Company or its Subsidiaries as an insured remain in force and effect, and such policies are customary for corporations engaged in businesses similar to that carried on by the Company and its Subsidiaries, and will not be cancelled or otherwise terminated as a result of the transactions contemplated herein and there are no pending or outstanding claims, notices of non-renewal or cancellation or, to the knowledge of the Company, any events which may give rise to a claim, under such policies;

(ggg) to the knowledge of the Company, neither it nor any of its Subsidiaries has, directly or indirectly: (i) made or authorized any contribution, payment or gift of funds or property to any official, employee or agent of any governmental agency, authority or instrumentality of any jurisdiction or any official of any public international organization; or (ii) made any contribution to any candidate for public office, in either case, where either the payment or the purpose of such contribution, payment or gift was, is, or would be prohibited under the *U.S. Foreign Corrupt Practices Act of 1977*, as amended, the *Corruption of Foreign Public Officials Act* (Canada) or the *Proceeds of Crime* (Money Laundering) and *Terrorist Financing Act* (Canada) or the rules and regulations promulgated thereunder;

(hhh) the operations of the Company and its Subsidiaries are and have been conducted at all times in compliance with applicable financial recordkeeping and reporting requirements of the money laundering statutes of all applicable jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental authority (collectively, the "**Applicable Money Laundering Laws**") and no action, suit or proceeding by or before any governmental authority involving the Company or its Subsidiaries with respect to Applicable Money Laundering Laws is, to the knowledge of the Company, pending or threatened;

(iii) none of the Company, its Subsidiaries or, to the knowledge of the Company, any director, officer, agent, employee or affiliate of the Company or its Subsidiaries has had any sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department, the Government of Canada or any other relevant sanctions authority (collectively, "**Sanctions**") imposed upon such person, and the Company and Subsidiaries are not in violation of any of the Sanctions or any law or executive order relating thereto, or are conducting business with any person subject to any Sanctions;

(jjj) the information and statements contained in the Offering Documents and this Agreement with respect to the Company and its Subsidiaries are true and correct and do not (i)

contain any untrue statement of a material fact in respect of the Company or its Subsidiaries or the affairs, prospects, operations or condition (financial or otherwise) of the Company or the Subsidiaries, or any of their assets; and (ii) omit any statement of a material fact necessary in order to make the statements in respect of the Company and the Subsidiaries, the affairs, prospects, operations or condition of the Company or the Subsidiaries or their assets contained herein or therein not misleading. There is no fact known to the Company which materially and adversely affects the affairs, prospects, operations or condition of the Company and the Subsidiaries or their material assets which has not been set forth in the Offering Documents;

(kkk) all forward-looking information and statements of the Company contained in the Offering Documents and the assumptions underlying such information and statements, subject to any qualifications contained therein, are to the knowledge of the Company, reasonable in the circumstances as at the date on which such assumptions were made;

(lll) the statistical, industry and market related data included in the Offering Documents are derived from sources which the Company reasonably believes to be accurate, reasonable and reliable, and such data agrees with the sources from which it was derived subject to any qualifications set forth in the Offering Documents related thereto;

(mmm) the Shares, Warrants and Warrant Shares, if issued, qualify as eligible investments as described in the Preliminary Prospectus under the heading “Eligibility for Investment” and the Company will not take or permit any action within its control which would cause the Shares, Warrants and Warrant Shares, if issued, to cease to be qualified, during the period of distribution of the Shares, Warrants and Warrant Shares, if issued, as eligible investments to the extent so described in the Prospectus;

(nnn) except for the Underwriters as provided herein, there is no person, firm or corporation acting for the Company entitled to any brokerage or finder’s fee or other similar fee in connection with this Agreement or any of the transactions contemplated hereunder;

(ooo) since the beginning of the current financial year of the Company, the Company has not completed any “significant acquisition”, “significant disposition” nor is it proposing any “probable acquisitions” (as such terms are used in NI 44-101 and NI 51-102) that would require the inclusion of any additional financial statements or any pro forma financial statements in the Offering Documents pursuant to Applicable Securities Laws, other than the Financial Statements incorporated by reference in the Offering Documents;

(ppp) each of the Company and, to the knowledge of the Company, West Coast Development Nevada, LLC (“**WCDN**”) is in compliance with the terms and conditions of the asset purchase agreement dated July 17, 2020 between the Company and WCDN, among others, in connection with the acquisition by the Company of certain assets of WCDN (the “**Asset Purchase Agreement**”), and the Asset Purchase Agreement is in full force and effect;

(qqq) no regulatory authority is presently alleging or asserting or, to the knowledge of the Company, threatening to allege or assert, noncompliance with any applicable legal requirement or registration in respect of the products or business operations of the Company or MMDC;

(rrr) the products of the Company and MMDC are currently manufactured, tested, packaged, and labeled at facilities which are in material compliance with applicable laws and such other regulatory requirements applicable to such products, including good production practices;

(sss) (A) the Company and MMDC possess all permits, certificates, licenses, approvals, consents and other authorizations and clearances and supplements and amendments to the foregoing (each, a "**Governmental License**" and collectively, the "**Governmental Licenses**") issued by the appropriate Governmental Authority necessary or required to conduct the business as now operated by the Company and the Subsidiaries and as its business will be conducted immediately following the Offering as described in the Offering Documents; (B) the Company and MMDC are all in compliance with the terms and conditions of all such Governmental Licenses; (C) none of the Governmental Licenses contain any burdensome term, provision, condition, or limitation which has or is likely to have any Material Adverse Effect on the Company or MMDC; (D) all of the Governmental Licenses are in good standing, valid, and in full force and effect; (E) neither the Company nor MMDC have received any notice relating to the cancellation, revocation, limitation, suspension, or adverse modification of any Governmental License; and (F) the Company and MMDC do not anticipate any variation or difficulty in renewing the Governmental Licenses, or any other required licenses, permits, registrations, or qualifications;

(ttt) the Company is treated as a U.S. domestic corporation for U.S. federal income tax purposes under Section 7874(b) of the *U.S. Internal Revenue Code of 1986*, as amended (the "**Code**"); and

(uuu) the Company is not, and does not anticipate becoming, a "United States real property holding corporation" as defined in Section 897(c) of the Code.

9. Covenants of the Company

The Company hereby covenants to the Underwriters, and acknowledges that the Underwriters are relying on such covenants in entering into this Agreement, that:

(a) as soon as reasonably possible, and in any event by the Closing Date, the Company shall take all such steps as may reasonably be necessary to fulfil all legal requirements to permit the creation, issue, offering and sale of the Offered Units, and the creation, grant and issue of the Compensation Options and the Over-Allotment Option, including, without limitation, compliance with Applicable Securities Laws to enable the Offered Units to be offered for sale and sold in the Qualifying Jurisdictions, and in the United States and such other jurisdictions outside of Canada and the United States without the necessity of filing a prospectus or a registration statement under the applicable securities legislation of such other jurisdictions;

(b) the Company will ensure that the Offered Units are duly and validly created, authorized and issued on payment of the Issue Price therefor, and have attributes corresponding in all material respects to the description thereof set forth in the Offering Documents, Term Sheet and this Agreement;

(c) the Company will ensure that, at all times prior to the full exercise of the Over-Allotment Option, sufficient Additional Shares are reserved and allotted for issue, and upon the

exercise of the Over-Allotment Option, the Additional Shares shall be validly authorized for issue and issued as fully paid and non-assessable Common Shares;

(d) the Company will allow the Underwriters and their representatives the opportunity to conduct all due diligence which the Underwriters may reasonably require to be conducted prior to the Closing Date and the Option Closing Date (if any), including reasonable access to the officers, directors, employees, independent auditors and former auditors and other advisors and consultants of the Company and its Subsidiaries (which shall include attendance by such individuals at one or more due diligence sessions (the "**Due Diligence Sessions**")). The Company agrees that until the completion of the distribution of the Offered Units, the Underwriters will be kept informed of all material business and financial developments or material changes in circumstances affecting the Company and its Subsidiaries and, to the knowledge of the Company, any change in circumstances or developments which might reasonably be considered material to the Company or the Subsidiaries;

(e) the Company shall provide the Underwriters with prompt notice of the particulars of any material changes relating to any facts or information underlying or supporting the statements provided in the Company's responses at the Due Diligence Sessions;

(f) the Company will comply with all the obligations to be performed by it, and all of its covenants and agreements, under and pursuant to this Agreement;

(g) the Company will advise the Underwriters, promptly after receiving notice thereof, of the time when the Preliminary Prospectus, the Prospectus and any Supplementary Material has been filed and Passport Receipts have been obtained and will provide evidence satisfactory to the Underwriters of each such filing and copies of such Passport Receipts;

(h) the Company will advise the Underwriters, promptly after receiving notice or obtaining knowledge of: (i) the issuance by any Securities Commission of any order suspending or preventing the use of the Preliminary Prospectus, the Prospectus or any Supplementary Material or suspending or seeking to suspend the trading or distribution of the Offered Units, Shares, Warrants, Warrant Shares or the Compensation Shares underlying the Compensation Options; (ii) the suspension of the qualification of the Offered Units for offering or sale in any of the Qualifying Jurisdictions; (iii) the institution, threatening or contemplation of any proceeding for any of the foregoing purposes; or (iv) any requests made by any Securities Commission for amending or supplementing the Preliminary Prospectus or the Prospectus or any Supplementary Material or for additional information, and will use its commercially reasonable efforts to prevent the issuance of any order or any suspension respectively referred to in (i) or (ii) above and, if any such order is issued, to obtain the withdrawal thereof as promptly as possible or if any such suspension occurs, to promptly remedy such suspension in accordance with this Agreement;

(i) will use its commercially reasonable efforts to remain, and to cause each Subsidiary to remain a corporation in good standing, and to be duly licensed, registered or qualified as an extra-provincial or foreign corporation or entity in all jurisdictions where the character of its properties owned or leased or the nature of the activities conducted by it make such licensing, registration or qualification necessary and to carry on its business in the ordinary course and in compliance in all material respects with all Applicable Laws of each such jurisdiction, provided that the Company shall not be required to comply with

this Section 9(i) following the completion of a merger, amalgamation, arrangement, business combination or take-over bid pursuant to which the Company ceases to be a "distributing corporation" (within the meaning of the BCBCA);

(j) will use its commercially reasonable efforts to maintain its status as a "reporting issuer" (or the equivalent thereof) not in default of the requirements of the Applicable Securities Laws of each of the Qualifying Jurisdictions which have such a concept and will comply with all of its obligations under Applicable Securities Laws for a period of 24 months following the Closing Date, provided that the Company shall not be required to comply with this Section 9(j) following the completion of a merger, amalgamation, arrangement, business combination or take-over bid pursuant to which the Company ceases to be a "distributing corporation" (within the meaning of the BCBCA);

(k) subject to completion of the Offering, for a period of three (3) years from the Closing Date the Company will use best efforts to comply with its obligations under Applicable Securities Laws and under other Applicable Laws and, subject to the obligations of the directors to comply with their fiduciary duties to the Company, to maintain the listing of the Common Shares on the CSE or another recognized stock exchange in Canada or the United States; provided that the Company shall not be required to comply with this Section 9(k) following the completion of a merger, amalgamation, arrangement, business combination or take-over bid pursuant to which the Company ceases to be a "distributing corporation" (within the meaning of the BCBCA);

(l) the Company will deliver to the Underwriters, as soon as practicable after the Prospectus and any Supplementary Material are prepared, the U.S. Placement Memorandum, incorporating the Prospectus or such Supplementary Material, as the case may be, prepared for use in connection with the distribution of the Offered Units to purchasers in the United States in compliance with the provisions of Schedule "A";

(m) until the completion of the distribution of the Offered Units, the Company will promptly provide to the Underwriters, for review by the Underwriters and their counsel, prior to filing or issuance of the same, any proposed public disclosure document, including without limitation, any financial statements, report to shareholders, information circular or any press release or material change report of the Company;

(n) the Company will deliver to the Underwriters copies of all material correspondence and other written communications between the Company, the CSE and any Securities Commission relating to the Offering and will generally keep the Underwriters apprised of the progress and status of, including all favourable and adverse developments relating to, the Offering;

(o) the Company will apply the net proceeds from the issue and sale of the Offered Units in accordance with the disclosure set out under the heading "Use of Proceeds" in the Prospectus, subject to any qualifications set out therein;

(p) the Company shall use commercially reasonable efforts to obtain all consents, including approvals, permits, authorizations or filings as may be required under Applicable Laws, or otherwise necessary for the execution and delivery of and the performance by the Company of its obligations under this Agreement;

(q) will forthwith notify the Underwriters of any breach of any covenant of this Agreement or any Ancillary Documents by the Company, or upon the Company becoming aware that any representation or warranty of the Company contained in this Agreement or any Ancillary Document was untrue or inaccurate in any material respect at the time such representation or warranty was made;

(r) the Company will use its commercially reasonable efforts to fulfill or cause to be fulfilled, at or prior to the Closing Date, each of the conditions set out in Section 11;

(s) will use commercially reasonable efforts to cause the directors and executive officers of the Company to deliver at the Closing Time on the Closing Date, or, as applicable, the Option Closing Date, the agreements contemplated by Section 11(q);

(t) the Company will not, at any time prior to the closing of the Offering, halt the trading of the Common Shares on the CSE without the prior written consent of Canaccord, on behalf of the Underwriters;

(u) the Company shall file such documents as may be required by the CSE and under Applicable Laws relating to the Offering in accordance with the time periods prescribed under applicable filing requirements, and the Company shall use its commercially reasonable efforts to ensure that the Shares, the Warrants, the Warrant Shares and Compensation Shares underlying the Compensation Options, are listed on the CSE as of the Closing Date; and

(v) prior to the earlier of: (i) the Option Closing Date pursuant to which the Over-Allotment Option has been exercised in full; or (ii) the expiry of the Over-Allotment Option, will promptly do, make, execute, deliver or cause to be done, made, executed or delivered, all such acts, documents and things as the Underwriters may reasonably require from time to time for the purpose of giving effect to the Offering and take all such steps as may be reasonably required within its power to implement to the full extent the provisions, and to satisfy the conditions, of this Agreement as it relates to the sale and issuance of Offered Units and the Compensation Options.

10. Representations and Warranties of the Underwriters

Each Underwriter hereby severally, and not jointly, nor jointly and severally, represents and warrants to the Company, the following:

(a) the Underwriters are, and will remain so, until the completion of the Offering, appropriately registered under Applicable Securities Laws so as to permit it to lawfully fulfill its obligations hereunder; and

(b) the Underwriters have good and sufficient right and authority to enter into this Agreement and complete the transactions contemplated under this Agreement on the terms and conditions set forth herein and this Agreement is a valid, legal and binding obligation of each Underwriter enforceable against each Underwriter in accordance with its terms.

11. Conditions of Closing

The obligation of the Underwriters to purchase the Initial Units at the Closing Time on the Closing Date and to purchase any Additional Units at the Closing Time on an Option Closing Date shall be subject to the following:

(a) the Underwriters shall have received a certificate of status (or the equivalent thereof pursuant to the relevant governing legislation) dated within one business day prior to the Closing Date from the Company and MMDC;

(b) the Underwriters shall have received a certificate from the Company, dated as of the Closing Date and addressed to the Underwriters, signed by an officer of such person with respect to the Constating Documents of the Company, all resolutions of the Company's board of directors relating to the Offering Documents, this Agreement, the Warrant Indenture and the certificates representing the Compensation Options, and the transactions contemplated hereby and thereby, the incumbency and specimen signatures of signing officers, and such other matters as the Underwriters may reasonably request;

(c) the Underwriters shall have received a certificate from the Company, dated as of the Closing Date and addressed to the Underwriters, signed by the Co-Chief Executive Officer and the Chief Financial Officer of the Company, certifying for and on behalf of the Company, to the best of their knowledge, information and belief, that, as at the Closing Time:

(i) no order, ruling or determination having the effect of suspending the sale or ceasing the trading in the Offered Units or any other securities of the Company has been issued by any regulatory authority and is continuing in effect and no proceedings for that purpose have been instituted or are pending or are contemplated or threatened by any regulatory authority;

(ii) since the beginning of the current financial year of the Company, (A) there has been no adverse change (financial or otherwise) in the business, affairs, operations, assets, liabilities (contingent or otherwise) or capital of the Company and the Subsidiaries (taken as a whole); and (B) other than as disclosed in the Offering Documents, no transaction has been entered into by the Company or any Subsidiary which is or would be material to such person other than in the ordinary course of business;

(iii) the Company has complied with all the material terms, and fulfilled the covenants and conditions of this Agreement on its part to be complied with up to the Closing Time;

(iv) the representations and warranties of the Company contained in this Agreement are true and correct in all material respects (except for representations and warranties that are qualified as to materiality or Material Adverse Effect, which shall be true and correct in all respects) with the same force and effect as if made at and as of the Closing Time after giving effect to the transactions contemplated by this Agreement; and

(v) the Final Receipt has been issued by the OSC for the Prospectus pursuant to the Passport System and, to the knowledge of such persons, no order, ruling or

determination having the effect of ceasing the trading or suspending the sale of the Common Shares or other securities of the Company, or the Shares and Warrants to be issued and sold by the Company, has been issued and no proceedings for such purpose have been instituted or are pending or, to the knowledge of such officers, contemplated or threatened;

(d) the Underwriters shall have received satisfactory evidence that all requisite regulatory approvals and consents have been obtained by the Company in order to complete the Offering; and (ii) all necessary forms have been filed with the CSE to effect the listing of the Shares, the Warrants and the Compensation Shares issued upon the exercise of the Compensation Options, on the CSE, subject to the satisfaction of standard listing conditions of the CSE;

(e) the Underwriters shall have received a legal opinion addressed to the Underwriters, in the form and substance satisfactory to the Underwriters, acting reasonably, dated as of the Closing Date, from Canadian legal counsel for the Company, which counsel, in turn may rely, only as to matters of fact, on certificates of officers of the Company, as appropriate and subject to confirmation by the Underwriters, with respect to the following matters:

(i) the Company is a "reporting issuer", or its equivalent, in each of the Qualifying Jurisdictions and it is not listed as in default of Applicable Securities Laws in any of the Qualifying Jurisdictions which maintain such a list;

(ii) the Company is a corporation duly amalgamated and validly existing under the laws of British Columbia, and has all requisite corporate power, capacity and authority to carry on its business as now conducted and to own, lease and operate its property and assets as described in the Prospectus;

(iii) as to the authorized and issued capital of the Company;

(iv) the rights, privileges, restrictions and conditions attaching to the Shares, the Warrants and the Warrant Shares are accurately summarized in all material respects in the Prospectus;

(v) the Initial Shares and Initial Warrants sold pursuant to the Offering have been duly and validly created and authorized and are issued and are outstanding as fully paid shares or securities (as the case may be) of the Company and, in the case of the Initial Shares, are non-assessable;

(vi) the Over-Allotment Option has been duly and validly authorized and granted by the Company and the Additional Shares and Additional Warrants issuable upon the exercise of the Over-Allotment Option have been duly and validly created, allotted and reserved for issuance by the Company and, upon the exercise of the Over-Allotment Option including receipt by the Company of payment in full therefor, the Additional Shares and the Additional Warrants will be duly and validly created, authorized, issued and outstanding as fully paid shares or securities (as the case may be) and, in the case of the Additional Shares, are non-assessable;

(vii) the Warrant Shares have been duly and validly allotted and reserved for issuance and upon the exercise of the Warrants in accordance with their terms, the

Warrant Shares will be duly and validly issued as fully paid and non-assessable Common Shares;

(viii) the Compensation Options have been duly created, authorized and issued by the Company;

(ix) the Compensation Shares issuable upon the exercise of the Compensation Options have been validly reserved for issuance by the Company and, upon the payment of the exercise price therefor and the issue thereof, the Compensation Shares will be validly issued as fully paid and non-assessable Common Shares

(x) the Company has all necessary corporate power and capacity: (i) to execute and deliver this Agreement, the Warrant Indenture and to issue the certificates representing the Compensation Options, and to perform its obligations hereunder and thereunder; (ii) to offer, issue, sell and deliver the Initial Shares and the Initial Warrants comprising the Initial Units; (iii) to grant the Over-Allotment Option and offer, issue, sell and deliver the Additional Shares and Additional Warrants comprising the Additional Units issuable upon exercise of the Over-Allotment Option; (iv) to issue, sell and deliver the Warrant Shares upon the exercise of the Warrants; and (v) to issue and grant the Compensation Options and to issue the Compensation Shares upon the exercise of the Compensation Options;

(xi) all necessary corporate action has been taken by the Company to authorize the execution and delivery of each of the Preliminary Prospectus, the Prospectus and any Supplementary Material and the filing thereof with the Securities Commissions;

(xii) the Company has duly authorized, executed and delivered, this Agreement, the Warrant Indenture and authorized the performance of its obligations hereunder and thereunder, including the offering, creation (as applicable), issue, sale and delivery of the Initial Shares and the Initial Warrants comprising the Initial Units, the grant of the Over-Allotment Option, the offering, creation (as applicable) issue, sale and delivery of the Additional Shares and Additional Warrants comprising the Additional Units upon exercise of the Over-Allotment Option, the issue of the Compensation Options and the Compensation Shares upon the exercise of the Compensation Options, and the issue, sale and delivery of the Warrant Shares upon the exercise of the Warrants, and each of this Agreement and the Warrant Indenture constitutes a legal, valid and binding obligation of the Company enforceable against the Company in accordance with its terms, subject to appropriate qualifications that are customary of an offering of this nature;

(xiii) the execution and delivery of this Agreement and the Warrant Indenture and the fulfillment of the terms hereof and thereof, including the offering, creation (as applicable), issue, sale and delivery of the Initial Shares and the Initial Warrants comprising the Initial Units, the grant of the Over-Allotment Option, the offering, creation (as applicable) issue, sale and delivery of the Additional Shares and Additional Warrants comprising the Additional Units upon exercise of the Over-Allotment Option, the issuance and grant of the Compensation Options and the issuance of the Compensation Shares upon the exercise of the Compensation Options, and the issue, sale and delivery of the Warrant Shares upon the exercise

of the Warrants, and the consummation of the transactions contemplated by this Agreement and the Warrant Indenture, do not result in a breach of (whether after notice or lapse of time or both) or constitute a default under (i) any of the terms, conditions or provisions of the articles of incorporation or amalgamation, as applicable, of the Company, or (ii) the laws of the Province of Ontario and the federal laws of Canada applicable therein;

(xiv) the form and terms of the definitive certificate representing the Common Shares and the Warrants have been approved by the directors of the Company and comply in all material respects with the BCBCA, the articles and by-laws of the Company and the rules of the CSE;

(xv) Odyssey Trust Company is the duly appointed registrar and transfer agent for the Common Shares and Restricted Voting Shares and as Warrant agent, registrar and transfer agent for the Warrants;

(xvi) all necessary documents have been filed, all requisite proceedings have been taken, all approvals, permits and consents of the appropriate regulatory authority in each Qualifying Jurisdiction have been obtained, and all necessary legal requirements have been fulfilled, in order to qualify the distribution of the Initial Shares and the Initial Warrants comprising the Initial Units, the Compensation Options, the Over-Allotment Option and the Additional Shares and the Additional Warrants comprising the Additional Units in each of the Qualifying Jurisdictions through dealers who are registered under Applicable Securities Laws and who have complied with the relevant provisions of such Applicable Laws;

(xvii) the issuance by the Company of (i) the Warrant Shares in accordance with and pursuant to the terms and conditions of the Warrants and the Warrant Indenture; and (ii) the Compensation Shares upon the exercise of the Compensation Options, is exempt from the prospectus requirements of the Applicable Securities Laws in the Qualifying Jurisdictions and no prospectus or other document is required to be filed, no proceeding is required to be taken and no approval, permit or consent of the Securities Commissions is required to be obtained by the Company under the Applicable Securities Laws in the Qualifying Jurisdictions to permit such issuance of the Warrant Shares and the Compensation Shares;

(xviii) the first trade in Warrant Shares underlying the Warrants and the Compensation Shares underlying the Compensation Options is exempt from the prospectus requirements of the Applicable Securities Laws in the Qualifying Jurisdictions and no prospectus or other document is required to be filed, no proceeding is required to be taken and no approval, permit, consent or authorization of regulatory authorities is required to be obtained by the Company under Applicable Securities Laws of the Qualifying Jurisdictions to permit such trade through registrants registered under Applicable Securities Laws who have complied with such laws and the terms and conditions of their registration, provided that (i) such trade is not a "control distribution" as that term is defined in National Instrument 45-102 – *Resale of Securities* at the time of such trade, (ii) the Company is a reporting issuer (as defined under Applicable Securities Laws) at the time of such first trade, and (iii) such first trade is not a transaction or

series of transactions involving a purchase and sale or a repurchase and resale in the course of or incidental to a distribution;

(xix) subject only to the Standard Listing Conditions, the Shares, the Warrants and the Compensation Shares issuable upon the exercise of the Compensation Options, have been approved for listing on the CSE;

(xx) the execution and form of the certificates representing the Warrants and Compensation Options have been approved by the Company and comply with the requirements of the BCBCA;

(xxi) the summary under the heading "Certain Canadian Federal Income Tax Considerations" in the Prospectus is a fair and adequate summary of the principal Canadian federal income tax considerations generally applicable to the acquisition, holding and disposition of the Shares, Warrants and Warrant Shares, subject to the qualifications, assumptions, limitations and understandings set out in such summary; and

(xxii) confirming the statements under the heading "Eligibility for Investment" in the Prospectus, subject to the qualifications, assumptions and limitations set out under such heading.

In connection with such opinion, counsel to the Company may rely on the opinions of local counsel in the Qualifying Jurisdictions acceptable to counsel to the Underwriters, acting reasonably, as to the qualification for distribution of the Offered Units or opinions may be given directly by local counsel of the Company with respect to those items and as to other matters governed by the laws of jurisdictions other than the province or provinces in which the Company's Canadian counsel are qualified to practice and may rely, to the extent appropriate in the circumstances but only as to matters of fact, on certificates of officers of the Company and others;

(f) the Underwriters shall have received a legal opinion from legal counsel to, and duly qualified to practice law in the jurisdiction of existence of MMDC addressed to the Underwriters and legal counsel to the Underwriters with respect to: (i) the existence of MMDC; (ii) the issued and outstanding securities of MMDC and the securities thereof held by the Company; (iii) the corporate power and capacity to carry on its business and activities and to own and lease its property and assets; such opinion to be in form and substance, acceptable to the Underwriters and their legal counsel, acting reasonably;

(g) the Underwriters shall have received a regulatory opinion from the Company's regulatory counsel that each of the Company and MMDC is in compliance with applicable Nevada state cannabis laws addressed to the Underwriters, such opinion to be in form and substance, acceptable to the Underwriters and their legal counsel, acting reasonably;

(h) if any Initial Units or Additional Units are sold to purchasers in the United States or who are, or are purchasing for the account or benefit of, a U.S. Person, the Underwriters will receive, at the Closing Time, a favourable legal opinion dated the Closing Date from United States securities counsel to the Company, to the effect that no registration of the Initial Units and Additional Units offered and sold to purchasers in the United States or who are, or are purchasing for the account or benefit of, a U.S. Person, will be required

under the U.S. Securities Act, such opinion to be in form and substance, acceptable to the Underwriters;

(i) the Company shall cause its auditors and former auditors to deliver to the Underwriters a "bring down" comfort letter, addressed to the Underwriters and the board of directors of the Company, dated the Closing Date, in form and substance satisfactory to the Underwriters, acting reasonably, bringing forward to a date not more than two Business Days prior to the Closing Date the information contained in the comfort letters referred to in Section 5(a)(iii) hereof;

(j) the Underwriters shall have received satisfactory evidence that all requisite approvals and consents have been obtained by the Company in order to complete the Offering and that the Company has obtained all necessary approvals for the issuance of the Shares, the Warrants and the Compensation Shares issuable upon the exercise of the Compensation Options, to be listed on the CSE, subject only to the Standard Listing Conditions;

(k) the representations and warranties of the Company contained in this Agreement will be true and correct in all material respects (except for those that are qualified by materiality or Material Adverse Effect which shall be true and correct in all respects) at and as of the Closing Time on the Closing Date, and, if applicable, the Option Closing Date as if such representations and warranties were made at and as of such time and all agreements, covenants and conditions required by this Agreement to be performed, complied with or satisfied by the Company at or prior to the Closing Time on the Closing Date or the Option Closing Date, as applicable, will have been performed, complied with or satisfied prior to that time;

(l) there shall not be any misrepresentation in the Offering Documents or any undisclosed material change or undisclosed material facts relating to the Company or the Offered Units;

(m) the Company shall have received a Preliminary Receipt and a Final Receipt qualifying the Offered Units for distribution in the Qualifying Jurisdictions, and neither the Preliminary Receipt nor the Final Receipt shall be invalid or have been revoked or rescinded by any Securities Commission;

(n) the Underwriters shall have received a certificate from Odyssey Trust Company as to the number of Common Shares and Restricted Voting Shares issued and outstanding as at the date immediately prior to the Closing Date;

(o) the Underwriters shall have received the definitive certificate or certificates, as the case may be, evidencing the Compensation Options;

(p) the Underwriters will have received such other certificates, opinions, agreements or closing documents in form and substance satisfactory to the Underwriters, acting reasonably, as the Underwriters may request, acting reasonably;

(q) each of the directors, executive officers and principal shareholders of the Company will have entered into lock-up agreement with, and in form and substance satisfactory to the Underwriters, acting reasonably, to be executed concurrently with the closing of the Offering, pursuant to which, without the prior consent of the Underwriters, each of them will agree not to, for a period ending on the date that is 90 days following the Closing

Date (the "**Lock-up Period**"), directly or indirectly, issue, sell, offer, grant an option or right in respect of, or otherwise dispose of, or enter into any derivative transaction that has the effect of any of the foregoing, or enter into any form of agreement or arrangement the consequence of which is to alter economic exposure to, or agree to or announce any intention to issue, sell, offer, grant an option or right in respect of, or otherwise dispose of, or enter into any derivative transaction that has the effect of any of the foregoing, any Common Shares of the Company or any securities convertible into or exchangeable for or otherwise exercisable to acquire Common Shares or other equity securities of the Company, other than: (i) pursuant to a bona fide take-over bid or any other similar transaction made generally to all of the shareholders of the Company, provided that, in the event the change of control or other similar transaction is not completed, such securities shall remain subject to the lock-up agreement; (ii) pursuant to the exercise of the Over-Allotment Option; (iii) the grant or exercise of stock options and other similar issuances pursuant to the share incentive plan of the Company and other share compensation arrangements, including the permitted sale of up to 865,458 Common Shares in connection with the vesting of RSUs on January 1, 2021; (iv) the exercise of outstanding warrants of the Company; (v) obligations of the Company in respect of agreements existing prior to the date of the Bid Letter; or (vi) the issuance of securities by the Company in connection with acquisitions in the normal course of business.

12. Closing

The closing of the purchase and sale of the Offered Units shall be completed at the offices of Wildeboer Dellelce LLP in Toronto, Ontario at the Closing Time on Closing Date or at such other times or times or on such other date or dates as the Company and Canaccord, on behalf of the Underwriters, may agree upon in writing. At the Closing Time:

(a) the Company will deliver to Canaccord, or as Canaccord may direct, (i) via electronic deposit or represented by one or more certificates in definitive form, the Shares and the Warrants comprising the Offered Units, in each case registered in the name of "CDS & Co." or in such other name or names as Canaccord may notify the Company in writing not less than two Business Days prior to the Closing Time for deposit into the electronic book based system for clearing depository and entitlement services operated by CDS, or will be made and settled in CDS under the non-certificated inventory system, and (ii) all further documentation as may be contemplated in this Agreement or as counsel to the Underwriters may reasonably require; against payment by the Underwriters to the Company (in accordance with their respective entitlements) of the aggregate Issue Price for the Initial Units and any Additional Units being issued and sold under this Agreement, net of the Underwriters' Fees and the Underwriters' expenses contemplated in Section 16 of this Agreement, by certified cheque, bank draft or wire transfer payable to or as directed by the Company not less than two Business Days prior to the Closing Time;

(b) if applicable, the Company shall make all necessary arrangements for the exchange of such definitive certificates, on the date of delivery, at the principal offices of the registrar of the Company in the City of Calgary for certificates representing the Shares and Warrants in such amounts and registered in such names as shall be designated by Canaccord on behalf of the Underwriters not less than 2 Business Days prior to the Closing Time. The Company shall pay all fees and expenses payable to or incurred by the registrar of the Company in connection with the preparation, delivery, certification and exchange of the definitive certificates contemplated by this Section and the fees and

expenses payable to or incurred by the registrar of the Company in connection with such additional transfers required in the course of the distribution of the Shares and Warrants;

(c) the Company will deliver to Canaccord certificate(s) representing the aggregate number of Compensation Options issuable pursuant to the Offering; and

(d) the obligation of the Underwriters to complete the purchase of any Additional Units under this Agreement, upon the exercise of the Over-Allotment Option, is subject to the receipt by the Underwriters of those documents contemplated, and the satisfaction of those conditions set forth, in Section 11 as the Underwriters may request, acting reasonably. In the event that the Company shall subdivide, consolidate, reclassify or otherwise change its Common Shares during the period in which the Over-Allotment Option is exercisable, appropriate adjustments will be made to the exercise price and to the number of Additional Units issuable on exercise thereof such that the Underwriters are entitled to arrange for the sale of the same number and type of securities that the Underwriters would have otherwise arranged for had they exercised such Over-Allotment Option immediately prior to such subdivision, consolidation, reclassification or change.

13. Restrictions on Further Issues or Sales

During the period commencing on the date hereof and ending 90 days following the Closing Date, the Company will not, directly or indirectly, without the prior written consent of the Underwriters (such consent not to be unreasonably withheld or delayed), issue, sell, offer, grant an option or right in respect of, or otherwise dispose of, or enter into any derivative transaction that has the effect of any of the foregoing, or enter into any form of agreement or arrangement the consequence of which is to alter economic exposure to, or agree to or announce any intention to issue, sell, offer, grant an option or right in respect of, or otherwise dispose of, or enter into any derivative transaction that has the effect of any of the foregoing, any additional Common Shares of the Company or any securities convertible into or exchangeable for or otherwise exercisable to acquire Common Shares or other equity securities of the Company, other than issuances: (i) pursuant to the exercise of the Over-Allotment Option; (ii) the grant or exercise of stock options, RSUs and other similar issuances pursuant to the share incentive plan of the Company and other share compensation arrangements; (iii) the exercise of outstanding warrants of the Company; (iv) obligations of the Company in respect of agreements or securities existing prior to the date of the Bid Letter; or (v) the issuance of securities by the Company in connection with acquisitions in the normal course of business.

14. Indemnification by the Company

(a) The Company shall fully indemnify and save harmless each of the Underwriters and their respective affiliates and their respective directors, officers, employees, shareholders, partners, advisors and agents and each other person, if any, controlling any of the Underwriters or their affiliates (collectively, the "**Indemnified Parties**" and individually an "**Indemnified Party**") from and against any and all liabilities, claims (including securityholder actions, derivative or otherwise), actions, losses (other than a loss of profits in connection with the distribution of the Offered Units), costs, damages and expenses (including the aggregate amount paid in settlement of any action, suit, proceeding, investigation or claim) and the reasonable fees and expenses of their counsel (collectively, "**Losses**") that may be incurred in advising with respect to and/or defending any action, suit, proceeding, investigation or claim that may be made or threatened against any Indemnified Party by any third party other than the Company or in enforcing

this indemnity (collectively, the “**Claims**” and individually, a “**Claim**”) to which any Indemnified Party may become subject or otherwise involved in any capacity insofar as the Losses and/or Claims relate to, are caused by, result from, arise out of, or are in connection with, directly or indirectly:

(i) the breach of any representation or warranty of the Company made in any Ancillary Document or the failure of the Company to comply with any of its obligations in any Ancillary Document or any omission or alleged omission to state in any Ancillary Document any fact required to be stated in such document or necessary to make any statement in such document not misleading in light of the circumstances under which it was made;

(ii) any information or statement (except any information or statement relating solely to the Underwriters or any of them and furnished in writing by the Underwriters or their legal counsel to the Company for use therein) in any of the Offering Documents (including, for greater certainty, the Documents Incorporated by Reference and any Subsequent Disclosure Documents) containing or being alleged to contain a misrepresentation or being or being alleged to be untrue, or based upon any omission or alleged omission to state in any of the Offering Documents any material fact (other than a material fact relating solely to the underwriters) required to be stated in those documents or necessary to make any of the statements therein not misleading in light of the circumstances in which they were made;

(iii) any order made or any inquiry, investigation or proceeding instituted, threatened or announced by any court, securities regulatory authority, stock exchange or by any other competent authority, based upon any untrue statement, omission or misrepresentation or alleged untrue statement, omission or misrepresentation (except a statement, omission or misrepresentation relating solely to the Underwriters or any of them and furnished in writing by the Underwriters or their legal counsel to the Company for use therein) contained in any of the Offering Documents or any other document or material filed or delivered on behalf of the Company pursuant to this Agreement, preventing or restricting the trading in or the sale or distribution of the Offered Units, Shares, Warrants, Warrant Shares or any other securities of the Company;

(iv) the non-compliance by the Company with any Applicable Securities Laws or other regulatory requirements or the rules of the CSE including the Company’s non-compliance with any statutory requirement to make any document available for inspection;

(v) any statement contained in the Disclosure Record which at the time and in the light of the circumstances under which it was made, contained or is alleged to have contained a misrepresentation or untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make any statement therein not misleading in light of the circumstances in which they were made;

(vi) any misrepresentation or alleged misrepresentation made by the Company in connection with the Offering, whether oral or written, where such

misrepresentation gives rise to any liability under any statute in any jurisdiction which is in force on the date of this Agreement; or

(vii) any breach of any representation or warranty of the Company contained herein or the failure of the Company to comply with any of its covenants or other obligations contained herein or to satisfy any conditions contained herein required to be satisfied by the Company.

Any Underwriter shall not be entitled to the rights of indemnity contained in this Section 14 in connection with any Claim, if the Company has complied with the provisions of Sections 6 and, if applicable Section 5, and the person asserting such Claim for which indemnity would otherwise be available was not delivered a copy of the Prospectus or the U.S. Placement Memorandum or was not provided with a copy of any Supplementary Material (or in the case of the U.S. Placement Memorandum, such applicable supplementary materials) which corrects any misrepresentation contained in the Prospectus and/or the U.S. Placement Memorandum which is the basis for such Claim and which Prospectus, U.S. Placement Memorandum or Supplementary Material (or in the case of the U.S. Placement Memorandum, such applicable supplementary materials) is required under Applicable Securities Laws or this Agreement to be delivered to such person by such Underwriter or members of any Selling Firm appointed by such Underwriter.

(b) If any Claim contemplated by this Section 14 shall be asserted against any of the Indemnified Parties, or if any potential Claim contemplated by this Section 14 shall come to the knowledge of any of the Indemnified Parties, the Indemnified Party concerned shall promptly notify in writing the Company of the nature of such Claim (provided that any failure to so notify in respect of any Claim or potential Claim shall affect the liability of the Company under this Section 14 only if and to the extent that the Company is materially and adversely prejudiced by such failure). The Company shall, subject as hereinafter provided, be entitled (but not required) to assume the defence on behalf of the Indemnified Party of any such Claim within fourteen (14) days of receipt of the aforementioned notice from the Indemnified Party; provided that the defence shall be through legal counsel selected by the Company and acceptable to the Indemnified Party, acting reasonably. The Indemnified Party shall have the right to participate in the settlement and defense of the Claim and no admission of liability shall be made by the Company or the Indemnified Party without, in each case, the prior written consent of all the Indemnified Parties affected and the Company, such consent not to be unreasonably withheld. If such defence is assumed by the Company, the Company throughout the course thereof will provide copies of all relevant documentation to the Underwriters, will keep the Underwriters advised of the progress thereof and will discuss with the Underwriters all significant actions proposed. An Indemnified Party shall have the right to employ separate counsel in any such Claim and participate in the defence thereof but the fees and expenses of such counsel shall be at the expense of the Indemnified Party unless:

(i) the Company fails to assume the defence of such Claim on behalf of the Indemnified Party within fourteen (14) days of receiving notice of such suit;

(ii) the employment of such counsel has been authorized by the Company; or

(iii) the named parties to any such Claim (including any added or third parties) include the Indemnified Party and the Company and the Indemnified Party shall have been advised by counsel that representation of the Indemnified Party by counsel for the Company is inappropriate as a result of the potential or actual conflicting interests of those represented or that there may be legal defences available to the Indemnified Party or Indemnified Parties which are different from or in addition to those available to the Company or that the subject matter of the Claim may not fall within the foregoing indemnity or that there is a conflict of interest between the Company and the Indemnified Parties;

in which case, the Company shall not have the right to assume the defence of such Claim on behalf of the Indemnified Party and the Company shall be liable to pay the reasonable fees and disbursements of counsel for such Indemnified Parties as well as the reasonable costs and out-of-pocket expenses of the Indemnified Party (including an amount to reimburse the Underwriter or Underwriters at their normal per diem rates for time spent by their respective directors, officers, employees or shareholders). Notwithstanding anything set forth herein, in no event shall the Company be liable for the fees or disbursements of more than one firm of legal counsel to an Indemnified Party in a particular jurisdiction in respect of any particular Claim or related set of Claims.

The Company will not, without each affected Indemnified Party's prior written consent, such consent not to be unreasonably withheld, admit any liability, settle, compromise, consent to the entry of any judgment in or otherwise seek to terminate any action, suit, proceeding, investigation or claim in respect of which indemnification may be sought hereunder unless in connection with any settlement, compromise or consent by the Company, such settlement, compromise or consent (i) includes an unconditional release of each Indemnified Party from any liabilities arising out of such action, suit, proceeding, investigation or claim (if an Indemnified Party is a party to such action) and (ii) does not include a statement as to, or an admission of fault, culpability or a failure to act by or on behalf of an Indemnified Party.

(c) The Company hereby acknowledges and agrees that, with respect to Sections 14 and 15 hereof, the Underwriters are contracting on their own behalf and as agents for their affiliates, and its and their respective directors, officers, employees, partners, shareholders, advisors, agents and each other person, if any, controlling any of the Underwriters or their affiliates and their respective directors, officers, employees, shareholders, partners, advisors and agents (collectively, the "**Beneficiaries**"). In this regard, each of the Underwriters shall act as trustee for the Beneficiaries of the covenants of the Company under Sections 14 and 15 hereof with respect to the Beneficiaries and accepts these trusts and shall hold and enforce such covenants on behalf of the Beneficiaries.

(d) The Company hereby waives any right it may have of first requiring an Indemnified Party to proceed against or enforce any other right, power, remedy or security or claim payment from any other person before claiming under this indemnity. The Company also agrees that no Indemnified Party shall have any liability (whether direct or indirect, in contract or tort or otherwise) to the Company or any person asserting Claims on behalf of or in right of the Company for or in connection with the Offering (whether performed before or after the date of this Agreement) except to the extent any Losses suffered by the Company are determined by a court of competent jurisdiction in a final judgment that has

become non-appealable to have resulted from the gross negligence, fraud, illegal act or wilful misconduct of such Indemnified Party.

(e) Notwithstanding anything to the contrary contained herein, the foregoing indemnity shall not apply to the extent that a court of competent jurisdiction in a final judgment that has become non-appealable shall determine that such Losses to which the Indemnified Party may be subject were caused by the gross negligence, fraud, illegal act or wilful misconduct of the Indemnified Party. For greater certainty, the Company and the Underwriters agree that they do not intend that any failure by the Underwriters to conduct such reasonable investigation as necessary to provide the Underwriters with reasonable grounds for believing the Offering Documents contained no misrepresentation shall constitute "fraud" or "gross negligence" or "wilful misconduct" for purposes of this Section 14 or otherwise disentitle the Underwriters from indemnification hereunder.

(f) The Company agrees that in case any legal proceeding shall be brought against the Company and/or the Underwriters by any governmental commission or regulatory authority or any stock exchange or other entity having regulatory authority, either domestic or foreign, or if any such commission or authority shall investigate the Company and/or the Indemnified Parties and any Indemnified Parties shall be required to testify in connection therewith or shall be required to respond to procedures designed to discover information regarding, in connection with, or by reason of the performance of professional services rendered to the Company by the Underwriters, the Indemnified Parties shall have the right to employ their own counsel in connection therewith, and the reasonable fees and expenses of such counsel as well as the reasonable costs (including an amount to reimburse the Underwriters for time spent by the Indemnified Parties in connection therewith) and out-of-pocket expenses incurred by Indemnified Parties in connection therewith shall be paid by the Company as they occur. The Company agrees to reimburse the Underwriters for the time spent by their personnel in connection with any Claim at their normal per diem rates.

(g) The rights to indemnification provided in this Section 14 shall be in addition to and not in derogation of any other rights which the Underwriters may have by statute or otherwise at law.

15. Contribution

(a) In order to provide for just and equitable contribution in circumstances in which the indemnity provided in Section 14 hereof would otherwise be available in accordance with its terms but is, for any reason held to be illegal, unavailable to or unenforceable by the Indemnified Parties or enforceable otherwise than in accordance with its terms, the Company and the Underwriters shall contribute to the aggregate of all Losses of the nature contemplated in Section 14 hereof and suffered or incurred by the Indemnified Parties (i) in such proportion as is appropriate to reflect not only the relative benefits received by the Company, on the one hand, and the Underwriters on the other hand, from the distribution of the Offered Units, or (ii) if the allocation provided by (i) is not permitted by Applicable Law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) but also the relative fault of the Company, on the one hand, and the Underwriters, on the other hand, in respect of such Losses; provided that the Company shall not in any event contribute to the amount paid or payable by the Indemnified Parties as a result of such Claim in excess of such amount over the amount actually received by the Underwriters or any other Indemnified Party under this

Agreement and further provided that the Underwriters shall not in any event be liable to contribute, in the aggregate, any amount in excess of such total Underwriters Fees or any portion thereof actually received by the Underwriters. However, no party who has engaged in any fraud, fraudulent misrepresentation or wilful misconduct as determined by a court of competent jurisdiction in a final non-appealable judgment shall be entitled to claim contribution from any person who has not engaged in such fraud, fraudulent misrepresentation or wilful misconduct.

(b) The relative benefits received by the Company, on the one hand, and the Underwriters, on the other hand, shall be deemed to be in the same ratio as the total proceeds from the Offering of the Offered Units (net of the Underwriters' Fees payable to the Underwriters but before deducting expenses) received by the Company is to the Underwriters' Fees actually received by the Underwriters. The relative fault of the Company, on the one hand, and of the Underwriters, on the other hand, shall be determined by reference to, among other things, whether the matters or things referred to in Section 14 which resulted in such Claims and/or Losses relate to information supplied by or steps or actions taken or done or not taken or not done by or on behalf of the Company or to information supplied by or steps or actions taken or done or not taken or not done by or on behalf of the Underwriters and the relative intent, knowledge, access to information and opportunity to correct or prevent such statement, omission or misrepresentation, or other matter or thing referred to in Section 14. The amount paid or payable by an Indemnified Party as a result of the Claims and/or Losses referred to above shall be deemed to include any legal or other expenses reasonably incurred by such Indemnified Party in connection with investigating or defending any such Claims and/or Losses, whether or not resulting in an action, suit, proceeding or claim. The parties to this Agreement agree that it would not be just and equitable if contribution pursuant to this Section 15 were determined by any method of allocation which does not take into account the equitable considerations referred to in this Section 15.

(c) If the Company may be held to be entitled to contribution from the Underwriters under the provisions of any statute or at law, the Company shall be limited to contribution in an aggregate amount not exceeding the lesser of:

(i) the portion of the full amount of the Losses giving rise to such contribution for which the Underwriters are responsible, as determined in Section 14(a); and

(ii) the amount of the aggregate Underwriters' Fees actually received by the Underwriters from the Company under this Agreement.

(d) The rights to contribution provided in this Section 15 shall be in addition to and not in derogation of any other right to contribution which the Indemnified Parties may have by statute or otherwise at law.

(e) If an Indemnified Party has reason to believe that a claim for contribution may arise, the Indemnified Party shall give the Company notice thereof in writing, but failure to so notify shall not relieve the Company of any obligation which it may have to the Indemnified Party under this Section 15 provided that the Company is not materially and adversely prejudiced by such failure, and the right of the Company to assume the defence of such Indemnified Party shall apply as set out in Section 14 hereof, *mutatis mutandis*.

16. Expenses

Whether or not the Offering is completed, the Company shall be liable to pay all reasonable costs, fees and expenses of or incidental to the performance of the obligations under this Agreement including, without limitation the fees and disbursements of accountants and auditors, technical consultants, translators and other applicable experts; all costs and expenses related to roadshows and marketing activities, printing, filing, distribution, stock exchange approval and other regulatory compliance; other reasonable out-of-pocket expenses of the Underwriters (including, but not limited to, travel expenses in connection with due diligence and marketing activities, and fees and disbursements of the Underwriters' legal counsel up to a maximum set forth in the Bid Letter, exclusive of disbursements and applicable taxes), including any expenses incurred prior to the date first written above and all taxes payable in respect of any of the foregoing. All such fees, disbursements and expenses shall be payable by the Company immediately upon receiving an invoice therefore from the Underwriters, or may be deducted from the gross proceeds of the Offering otherwise payable to the Company at Closing.

17. All Terms to be Conditions

The Company agrees that the conditions contained in Section 11 will be complied with insofar as the same relate to acts to be performed or caused to be performed by the Company and that it will use its commercially reasonable efforts to cause all such conditions to be complied with. Any breach or failure to comply with or satisfy any of the conditions set out in Section 11 shall entitle the Underwriters to terminate their obligation to purchase the Offered Units, by written notice to that effect given to the Company at or prior to the Closing Time. It is understood that the Underwriters may waive, in whole or in part, or extend the time for compliance until no later than 42 days from the date of the Final Receipt with, any of such terms and conditions without prejudice to the rights of the Underwriters in respect of any such terms and conditions or any other or subsequent breach or non-compliance, provided that to be binding on the Underwriters any such waiver or extension must be in writing.

18. Termination by Underwriters in Certain Events

(a) Each Underwriter shall also be entitled to terminate its obligation to purchase the Offered Units by written notice to that effect given to the Company at or prior to the Closing Time if:

(i) there is a material change or a change in a material fact or new material fact shall arise, or there should be discovered any previously undisclosed material change or material fact required to be disclosed in the Preliminary Prospectus or the Prospectus or any amendment thereto, or a Material Adverse Effect on the business or affairs (including, for greater certainty, any change to the board of directors or executive management of the Company, including the departure of the Company's CEO, CFO, COO or president (or persons in equivalent positions)) of the Company and the Subsidiaries (taken as a whole), in each case, that has or would be expected to have, in the sole opinion of the Underwriters (or any of them), acting reasonably, a significant adverse effect on the market price or value of the Offered Units, Shares or Warrants;

(ii) an order shall have been made or threatened to cease or suspend trading in the Offered Units, Shares or Warrants, or to otherwise prohibit or restrict in any manner the distribution or trading of the Offered Units, Shares or Warrants, or

proceedings are announced or commenced for the making of any such order by any securities regulatory authority or similar regulatory or judicial authority or the CSE, which order has not been rescinded, revoked or withdrawn;

(iii) any inquiry, action, suit, investigation or other proceeding (whether formal or informal) is commenced, announced or threatened or any order is made or issued under or pursuant to any federal, provincial, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality (including without limitation the CSE or any securities regulatory authority) (other than an inquiry, investigation, proceeding or order based upon the activities of the Underwriters), or there is a change in any law, rule or regulation, or the interpretation or administration thereof, which, in the reasonable opinion of the Underwriters, operates to prevent, restrict or otherwise materially adversely affect the distribution or trading of the Offered Units, Shares or Warrants, or any other securities of the Company;

(iv) there should develop, occur or come into effect or existence any event, action, state, or condition or any action, law or regulation, inquiry, including, without limitation, terrorism, accident, pandemic (including any material escalation in the severity of the COVID-19 Outbreak), natural disaster, protest or major financial, political or economic occurrence of national or international consequence, or any action, government, law, regulation, inquiry or other occurrence of any nature, which, in the reasonable opinion of the Underwriters, materially adversely affects or involves, or may materially adversely affect or involve, the financial markets in Canada or the United States or the business, operations or affairs of the Company or the marketability of the Offered Units, Shares or Warrants;

(v) the Company is in breach of any material term, condition or covenant of this Agreement or any representation or warranty given by the Company in this Agreement is or becomes false in any material respect;

(vi) a receipt for the Prospectus has not been issued by the OSC by 5:00 p.m. (Toronto time), on October 30, 2020, or such other date as may be agreed to between the Company and Canaccord on behalf of the Underwriters, acting reasonably; or

(vii) each of the Underwriters and the Company agree in writing to terminate this Agreement as provided for herein.

(b) If any of the Underwriters terminates this Agreement pursuant this Section 18, there shall be no further liability on the part of such Underwriter, or on the part of the Company to such Underwriter except in respect of any liability under Sections 14, 15 and 16.

(c) The right of the Underwriters to terminate their obligations under this Agreement is in addition to such other remedies as they may have, or have in respect of any default, act or failure to act of the Company in respect of any of the matters contemplated by this Agreement. A notice of termination given by one Underwriter under this Section 18 shall not be binding upon the other Underwriters.

19. Obligations of the Underwriters

The obligations of the Underwriters under this Agreement shall be several in all respects and not joint or joint and several. For greater certainty, the obligations of the Underwriters to purchase the Offered Units shall be several and not joint or joint and several, and shall be limited to the percentages of the aggregate number of Offered Units to be purchased set out opposite the names of the Underwriters respectively below:

Canaccord Genuity Corp.	-	50%
Beacon Securities Limited	-	50%

If an Underwriter does not complete the purchase and sale of the Offered Units which that Underwriter has agreed to purchase under this Agreement (other than in accordance with Section 18 of this Agreement) (the "**Defaulted Units**"), Canaccord may delay the Closing Date for not more than five days without the prior written consent of the Company, and the remaining Underwriter (the "**Continuing Underwriter**") will be entitled, at its option, to purchase all but not less than all of the Defaulted Units. If the Continuing Underwriter does not elect to purchase the Defaulted Units:

(a) the Continuing Underwriter will not be obliged to purchase any of the Offered Units;

(b) the Company will not be obliged to sell less than all of the Offered Units; and

(c) the Company will be entitled to terminate its obligations under this Agreement, in which event there will be no further liability on the part of the Continuing Underwriter, or on the part of the Company except pursuant to the provisions of Sections 14, 15 and 16 of this Agreement.

20. Over-Allotment

In connection with the distribution of the Offered Units, the Underwriters and members of their selling group (if any) may over-allot or effect transactions which stabilize or maintain the market price of the Common Shares at levels above those which might otherwise prevail in the open market, in compliance with Applicable Securities Laws. Those stabilizing transactions, if any, may be discontinued at any time.

21. Notices

Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be delivered to,

in the case of the Company, to:

Planet 13 Holdings Inc.
4850 W Sunset Rd., #130
Las Vegas, NV 89118

Email: bob@planet13lasvegas.com / larry@planet13lasvegas.com
Attention: Robert A. Groesbeck, Co-Chief Executive Officer and
Larry Scheffler, Co-Chief Executive Officer

with a copy of any such notice (which shall not constitute notice to the Company) to:

Wildeboer Dellelce LLP
365 Bay Street, Suite 800
Toronto, Ontario M5H 2V1

Email: cmalone@wildlaw.ca
Attention: Charlie Malone

in the case of the Underwriters, to:

Canaccord Genuity Corp.
161 Bay Street, Suite 3100
Toronto, Ontario M5J 2S1

Email: swinokur@canaccordgenuity.com
Attention: Steve Winokur, Managing Director, Investment Banking

Beacon Securities Limited.
66 Wellington Street West, Suite 4050
Toronto, Ontario M5K 1H1

Email: mmaruzzo@beaconsecurities.ca
Attention: Mario Maruzzo, Managing Director, Investment Banking

and with a copy of any such notice (which shall not constitute notice to the Underwriters) to:

Fasken Martineau DuMoulin LLP
333 Bay Street, Suite 2400
Toronto, Ontario M5H 2T6

Email: bfreelan@fasken.com
Attention: Brad Freelan

The Company and the Underwriters may change their respective addresses for notice by notice given in the manner aforesaid. Any such notice or other communication shall be in writing, and unless delivered personally to the addressee or to a responsible officer of the addressee, as applicable, shall be given by fax and shall be deemed to have been given when: (i) in the case of a notice delivered personally to a responsible officer of the addressee, when so delivered; and (ii) in the case of a notice delivered or given by fax on the first Business Day following the day on which it is sent. Notice transmitted by email shall be deemed given on the day of transmission.

22. Relationship between the Company and the Underwriters.

In connection with the services described herein, the Underwriters shall act as independent contractors, and any duties of the Underwriters arising out of this Agreement shall be owed solely to the Company. The Company acknowledges that each of the Underwriters is a securities firm that is engaged in securities trading and brokerage activities, as well as providing investment banking and financial advisory services, which may involve services provided to other companies engaged in businesses similar or competitive to the business of the Company and that the Underwriters shall have no obligation to disclose such activities and services to the Company.

The Company acknowledges and agrees that in connection with all aspects of the engagement contemplated hereby, and any communications in connection therewith, the Company, on the one hand, and the Underwriters and any of their respective affiliates through which they may be acting, on the other hand, will have a business relationship that does not create, by implication or otherwise, any fiduciary duty on the part of the Underwriters or such affiliates, and each party hereto agrees that no such duty will he deemed to have arisen in connection with any such transactions or communications. The Company acknowledges and agrees that it waives, to the fullest extent permitted by law, any claims the Company and its affiliates may have against any of the Underwriters for breach of fiduciary duty or alleged breach of fiduciary duty and agrees that the Underwriters shall have no liability (whether direct or indirect) to the Company or any of its affiliates in respect of such a fiduciary duty claim or to any person asserting a fiduciary duty claim on behalf of or in right of the Company, including stockholders, employees or creditors of the Company. Information which is held elsewhere within any of the Underwriters, but of which none of the individuals in the investment banking department or division of the Underwriters involved in providing the services contemplated by this Agreement actually has knowledge (or without breach of internal procedures can properly obtain) will not for any purpose be taken into account in determining any of the responsibilities of the Underwriters to the Company under this Agreement.

23. Miscellaneous

(a) The Company shall be entitled to and shall act on any notice, request, direction, consent, waiver, extension and other communication given or agreement entered into by the Underwriters.

(b) This Agreement shall enure to the benefit of, and shall be binding upon, the Underwriters and the Company and their respective successors and legal representatives, provided that no party may assign this Agreement or any rights or obligations under this Agreement, in whole or in part, without the prior written consent of the other party (provided that Canaccord shall represent the Underwriters in this regard).

(c) This Agreement, including all schedules to this Agreement, constitutes the entire agreement between the parties relating to its subject matter and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties with respect to such subject matter, including the Bid Letter. This Agreement may only be amended, supplemented, or otherwise modified by written agreement signed by all of the parties.

(d) The Company acknowledges and agrees that: (i) the purchase and sale of the Offered Units pursuant to this Agreement is an arm's-length commercial transaction between the Company, on the one hand, and the Underwriters, on the other; (ii) in connection therewith and with the process leading to such transaction each Underwriter is acting solely as a principal and not the agent or fiduciary of the Company; (iii) no Underwriter has assumed an advisory or fiduciary responsibility in favour of the Company with respect to the offering contemplated hereby or the process leading thereto (irrespective of whether such Underwriter has advised or is concurrently advising the Company on other matters) or any other obligation to the Company except the obligations expressly set forth in this Agreement; and (iv) the Company has consulted its own legal and financial advisors to the extent deemed appropriate. The Company agrees that it will not claim that the Underwriters, or any of them, has rendered advisory services of any nature or respect,

or owes a fiduciary or similar duty to the Company in connection with such transaction or the process leading thereto.

(e) The Company acknowledges and agrees that all written and oral opinions, advice, analyses and materials provided by the Underwriters in connection with this Agreement and their engagement hereunder are intended solely for the Company's benefit and the Company's internal use only with respect to the Offering and the Company agrees that no such opinion, advice, analysis or material will be used for any other purpose whatsoever or reproduced, disseminated, quoted from or referred to in whole or in part at any time, in any manner or for any purpose, without the Underwriters' prior written consent in each specific instance. Any advice or opinions given by any of the Underwriters hereunder will be made subject to, and will be based upon, such assumptions, limitations, qualifications, and reservations as such Underwriter(s), in its/their sole judgment, deems necessary or prudent in the circumstances. The Underwriters expressly disclaim any liability or responsibility by reason of any unauthorized use, publication, distribution of or reference to any oral or written opinions or advice or materials provided by the Underwriters or any unauthorized reference to any of the Underwriters or this Agreement.

(f) The Company acknowledges that each of the Underwriters is a full service securities firm engaged in securities trading and brokerage activities as well as providing investment banking and financial advisory services and that in the ordinary course of its trading and brokerage activities, each of the Underwriters and/or any of its affiliates at any time may hold long or short positions, and may trade or otherwise effect transactions, for its own account or the accounts of customers, in debt or equity securities of the Company or any other company that may be involved in a transaction or related derivative securities.

(g) Neither the Company nor any of the Underwriters shall make any public announcement in connection with the Offering, except if the other party has consented to such announcement or the announcement is required by applicable laws or stock exchange rules. In such event, the party proposing to make the announcement will provide the other party with a reasonable opportunity, in the circumstances, to review a draft of the proposed announcement and to provide comments thereon.

(h) No waiver of any provision of this Agreement will constitute a waiver of any other provision (whether or not similar). No waiver will be binding unless executed in writing by the party to be bound by the waiver. A party's failure or delay in exercising any right under this Agreement will not operate as a waiver of that right. A single or partial exercise of any right will not preclude a party from any other or further exercise of that right or the exercise of any other right it may have.

(i) If any provision of this Agreement is determined to be illegal, invalid or unenforceable by an arbitrator or any court of competent jurisdiction from which no appeal exists or is taken, that provision will be severed from this Agreement and the remaining provisions will remain in full force and effect.

(j) This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and the parties submit to the non-exclusive jurisdiction of the courts of the Province of Ontario.

(k) Time shall be of the essence hereof and, following any waiver or indulgence by any party, time shall again be of the essence hereof.

(l) The words, "hereunder", "hereof" and similar phrases mean and refer to the Agreement formed as a result of the acceptance by the Company of this offer by the Underwriters to purchase the Offered Units.

(m) The representations, warranties, covenants and indemnities of the Company and the Underwriters contained in this Agreement and in any certificate delivered pursuant to this Agreement or in connection with the purchase and sale of the Offered Units shall survive the purchase by the Underwriters of the Offered Units, the termination of this Agreement and the distribution of the Offered Units pursuant to the Prospectus and shall continue in full force and effect for such maximum period of time as any purchaser of Offered Units may be entitled to commence an action, or exercise a right of rescission, with respect to a misrepresentation contained or incorporated by reference in the Prospectus pursuant to Applicable Securities Laws in any of the Qualifying Jurisdictions, for the benefit of the Underwriters regardless of any investigation by or on behalf of the Underwriters with respect thereto.

(n) Each of the parties hereto shall do or cause to be done all such acts and things and shall execute or cause to be executed all such documents, agreements and other instruments as may reasonably be necessary or desirable for the purpose of carrying out the provisions and intent of this Agreement.

(o) Each of the parties hereto shall be entitled to rely on delivery of a facsimile or portable document format copy of this Agreement and acceptance by each such party of any such facsimile or portable document format copy shall be legally effective to create a valid and binding agreement between the parties hereto in accordance with the terms hereof.

(p) This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement.

[remainder of page intentionally left blank]

DATED the first date written above.

CANACCORD GENUITY CORP.

By: (Signed) *Steve Winokur*
Authorized Signing Officer

BEACON SECURITIES LIMITED

By: (Signed) *Mario Maruzzo*
Authorized Signing Officer

The above offer is hereby accepted and agreed to as of the date first written above.

PLANET 13 HOLDINGS INC.

By: (Signed) *Robert Groesbeck*
Authorized Signing Officer

By: (Signed) *Larry Scheffler*
Authorized Signing Officer

SCHEDULE A

TERMS AND CONDITIONS FOR UNITED STATES OFFERS AND SALES

As used in this schedule, the following terms shall have the meanings indicated:

Affiliate	means an "affiliate" as that term is defined in Rule 405 under the U.S. Securities Act;
Directed Selling Efforts	means "directed selling efforts" as that term is defined in Rule 902 (c) of Regulation S. Without limiting the foregoing, but for greater clarity in this Schedule, it means, subject to the exclusions from the definition of directed selling efforts contained in Regulation S, any activity undertaken for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market in the United States for any of the Offered Units being offered pursuant to Regulation S, and includes the placement of any advertisement in a publication with a general circulation in the United States that refers to the offering of any of Offered Units;
Foreign Private Issuer	means a "foreign private issuer" as that term is defined in Rule 405 under the US Securities Act. Without limiting the foregoing, but for greater clarity in this Schedule, it means any issuer which is: a corporation or other organization incorporated under the laws of any foreign country, except an issuer meeting the following conditions as of the last Business Day of its most recently completed second fiscal quarter: (1) more than 50 percent of the outstanding voting securities of such issuer are held of record either directly or indirectly by residents of the United States; and (2) any of the following; (i) the majority of the executive officers or directors of the issuer are United States citizens or residents, (ii) more than 50 percent of the assets of the issuer are located in the United States, or (iii) the business of the issuer is administered principally in the United States;
General Solicitation or General Advertising	means "general solicitation or general advertising", as used in Rule 502(c) under the U.S. Securities Act, including any advertisement, article, notice or other communication published in any newspaper, magazine, on the internet or similar media or broadcast over radio or television or on the internet, or any seminar or meeting whose attendees had been invited by general solicitation or general advertising;
Offshore Transaction	means "offshore transaction" as that term is defined in Rule 902(h) of Regulation S;
Qualified Institutional Buyer	means a "qualified institutional buyer" as that term is defined in Rule 144A;
Regulation D	means Regulation D under the U.S. Securities Act;
Regulation S	means Regulation S under the U.S. Securities Act;

Rule 144A	means Rule 144A adopted by the SEC under the U.S. Securities Act;
SEC	means the United States Securities and Exchange Commission;
Substantial U.S. Market Interest	means "substantial U.S. market interest" as that term is defined in Rule 902(j) of Regulation S;
U.S. Affiliate	means a United States registered broker-dealer affiliate of an Underwriter;
U.S. Exchange Act	means the United States Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder;
U.S. Placement Memorandum	means the U.S. private placement memorandum, including a copy of the English language version of the Prospectus, prepared by the Company in connection with the offer and sale of the Offered Units in the United States;
U.S. Preliminary Placement Memorandum	means the preliminary U.S. private placement memorandum, including a copy of the English language version of the Preliminary Prospectus, prepared by the Company in connection with the offer and sale of the Offered Units in the United States; and
U.S. Securities Act	means the United States Securities Act of 1933, as amended.

All capitalized terms used herein without definition have the meanings ascribed thereto in the Underwriting Agreement to which this Schedule "A" is attached.

<u>Representations, Warranties and Covenants of the Underwriters</u>

Each Underwriter, on its own behalf and on behalf of its U.S. Affiliate, acknowledges that the Offered Units have not been and will not be registered under the U.S. Securities Act and may not be offered or sold within the United States, except pursuant to an exemption from the registration requirements of the U.S. Securities Act. Accordingly, each of the Underwriters, on its own behalf and on behalf of its U.S. Affiliate, represents, warrants and covenants to the Company as of the date hereof and the Closing Date (and the Option Closing Date, if applicable) that:

1. It has offered and sold, and will offer and sell the Offered Units forming part of its allotment (a) only in Offshore Transactions in accordance with Rule 903 of Regulation S or (b) in accordance with paragraphs 2 through 13 below. Accordingly, neither the Underwriter, its U.S. Affiliates nor any persons acting on its or their behalf, has made or will make (except as permitted in paragraphs 2 through 13 below): (i) any offer to sell or any solicitation of an offer to buy, any Offered Units to or for the account or benefit of any person in the United States; (ii) any sale of Offered Units to any purchaser unless, at the time the buy order was or will have been originated, the purchaser was outside the United States, or the Underwriter, its U.S. Affiliates or persons acting on its behalf reasonably believed that such purchaser was outside the United States; or (iii) any Directed Selling Efforts in the United States with respect to the Offered Units.
2. It will not offer or sell the Offered Units in the United States, except that it may offer and sell the Offered Units to Qualified Institutional Buyers with whom the Underwriters have a pre-existing relationship. It shall inform, or cause its U.S. Affiliate to inform, each Qualified Institutional

Buyer that the Offered Units are being sold to it in reliance upon exemptions from the registration requirements of the U.S. Securities Act.

3. It has not entered and will not enter into any contractual arrangement with respect to the distribution of the Offered Units, except with its U.S. Affiliates, any Selling Firms or with the prior written consent of the Company. It shall require each Selling Firm to agree in writing, for the benefit of the Company to comply with, and shall use its best efforts to ensure that each Selling Firm complies with, the same provisions of this Schedule “A” as apply to such Underwriter as if such provisions applied to such Selling Firm.

4. All offers of the Offered Units in the United States have been and will be made by the Underwriter's U.S. Affiliate and all sales of the Offered Units in the United States shall be and will be made by the Underwriter’s U.S. Affiliate to Qualified Institutional Buyers in compliance with Rule 144A and in transactions exempt from registration under any applicable state securities laws.

5. It and its Affiliates have not, either directly or through a person acting on its or their behalf, solicited and will not solicit offers to buy, and have not offered to sell and will not offer to sell, the Offered Units in the United States by any form of General Solicitation or General Advertising or in any manner involving a public offering within the meaning of Section 4(a)(2) of the U.S. Securities Act.

6. It and its U.S. Affiliate are Qualified Institutional Buyers, and all offers and sales of the Offered Units have been or will be made in the United States in accordance with any applicable U.S. federal or state laws or regulations governing the registration or conduct of securities brokers or dealers and applicable rules of the Financial Industry Regulatory Authority, Inc. Each U.S. Affiliate that makes offers and sales in the United States is on the date hereof, and will be on the date of each offer and sale of the Offered Units in the United States, duly registered as a broker-dealer pursuant to Section 15(b) of the U.S. Exchange Act and the securities laws of each state in which such offer or sale is made (unless exempted from the respective state's broker-dealer registration requirements) and all applicable rules, and in good standing with, the Financial Industry Regulatory Authority, Inc.

7. Immediately prior to making an offer of the Offered Units in the United States, the Underwriter and its U.S. Affiliate had reasonable grounds to believe and did believe that each such offeree was a Qualified Institutional Buyer. At the time of each sale of the Offered Units to a person in the United States, the Underwriter, its U.S. Affiliates, and any person acting on its or their behalf will have reasonable grounds to believe and will believe, that each purchaser is a Qualified Institutional Buyer.

8. Prior to any sale of the Offered Units in the United States each Qualified Institutional Buyer will be provided with the U.S. Placement Memorandum and will be required to execute the Qualified Institutional Buyer Letter in the form attached as Exhibit I to the U.S. Placement Memorandum.

9. Each offeree of the Offered Units in the United States shall be provided with a copy of either the U.S. Preliminary Placement Memorandum or the U.S. Placement Memorandum. Each purchaser of Offered Units in the United States shall be provided, prior to time of purchase of any of the Offered Units, with a copy of the U.S. Placement Memorandum.

10. At least one Business Day prior to the Closing Date, the Company and its transfer agent will be provided with a list of all purchasers of the Offered Units in the United States.

11. At the Closing, each Underwriter (together with its U.S. Affiliate) that participated in the offer of the Offered Units in the United States, will either: (i) provide a certificate, substantially in the form of Exhibit A to this Schedule “A”, relating to the manner of the offer and sale of the Offered

Units in the United States, or (ii) be deemed to have represented and warranted that neither it, its Affiliates nor any one acting on its or their behalf, has offered or sold any of the Offered Units in the United States.

12. Neither the Underwriter, its U.S. Affiliates or any person acting on its behalf (other than the Company, its Affiliates and any person acting on their behalf, as to which no representation is made) has taken or will take, directly or indirectly, any action in violation of Regulation M under the U.S. Exchange Act in connection with the offer and sale of the Offered Units.
13. It acknowledges that until 40 days after the closing of the offering of the Offered Units, an offer or sale of the Offered Units within the United States by any dealer (whether or not participating in this offering) may violate the registration requirement of the U.S. Securities Act if such offer or sale is made otherwise than in accordance with an exemption from the registration requirement of the U.S. Securities Act.

Representations, Warranties and Covenants of the Company

The Company represents, warrants, and covenants to, and agrees with, the Underwriters and the U.S. Affiliates as of the date hereof and the Closing Date (and the Option Closing Date, if applicable) that:

1. The Company is, and at the Closing will be, a Foreign Private Issuer and reasonably believes that there is no Substantial U.S. Market Interest in the Offered Units.
2. The Company is not, and as a result of the sale of the Offered Units contemplated hereby and the application of the proceeds of the Offering as set forth under the caption "Use of Proceeds" in the Prospectus, will not be, an open-end investment company, a unit investment trust or a face-amount certificate company or a closed-end investment company required to be registered under the United States Investment Company Act of 1940, as amended.
3. The Offered Units are eligible for resale pursuant to Rule 144A(d)(3)(i).
4. So long as any Offered Units are outstanding and are "restricted securities" within the meaning of Rule 144(a)(3) under the U.S. Securities Act and if it is not exempt from reporting pursuant to Rule 12g3-2(b) under the U.S. Exchange Act nor subject to and in compliance with Section 13 or 15(d) of the U.S. Exchange Act, the Company shall furnish to any holder of the Offered Units and any prospective purchaser of the Offered Units designated by such holder, upon request of such holder, the information required to be delivered pursuant to Rule 144A(d)(4) under the U.S. Securities Act (so long as such requirement is necessary in order to permit holders of the Offered Units to effect resales under Rule 144A).
5. Except with respect to offers and sales in accordance with this Schedule "A" to Qualified Institutional Buyers in reliance upon an exemption from registration under the U.S. Securities Act, neither the Company nor any of its Affiliates, nor any person acting on its or their behalf (other than the Underwriters, their respective U.S. Affiliates or any person acting on their behalf, in respect of which no representation is made), has made or will make: (A) any offer to sell, or any solicitation of an offer to buy, any Offered Units to a person in the United States; or (B) any sale of Offered Units unless, at the time the buy order was or will have been originated, the purchaser is (i) outside the United States or (ii) the Company, its Affiliates, and any person acting on their behalf reasonably believe that the purchaser is outside the United States.
6. During the period in which the Offered Units are offered for sale, neither it nor any of its Affiliates, nor any person acting on its or their behalf (other than the Underwriters, their respective U.S. Affiliates or any person acting on their behalf, in respect of which no representation is made) has engaged in or will engage in any Directed Selling Efforts in the United States with respect to the Offered Units, or has taken or will take any action in violation of

Regulation M under the U.S. Exchange Act or that would cause the exemptions afforded by Rule 144A to be unavailable for offers and sales of the Offered Units in the United States in accordance with this Schedule “A”, or the exclusion from registration afforded by Rule 903 of Regulation S to be unavailable for offers and sales of the Offered Units outside the United States in accordance with the Underwriting Agreement.

7. None of the Company, any of its Affiliates or any person acting on its or their behalf (other than the Underwriters, their respective U.S. Affiliates or any person acting on their behalf, in respect of which no representation is made) has offered or will offer to sell, or has solicited or will solicit offers to buy, the Offered Units in the United States by means of any form of General Solicitation or General Advertising or in any manner involving a public offering within the meaning of Section 4(a)(2) of the U.S. Securities Act.

8. The U.S. Preliminary Placement Memorandum and the U.S. Placement Memorandum (and any other material or document prepared or distributed by or on behalf of the Company used in connection with offers and sales of the Offered Units) include, or will include, statements to the effect that the Offered Units have not been registered under the U.S. Securities Act and may not be offered or sold in the United States unless an exemption from the registration requirements of the U.S. Securities Act and all applicable state securities laws is available. Such statements have appeared, or will appear, (i) on the cover page of the U.S. Preliminary Placement Memorandum and the U.S. Placement Memorandum; (ii) in the “Notice to Investors on Transfer Restrictions” section of the U.S. Preliminary Placement Memorandum and the U.S. Placement Memorandum; and (iii) in any press release or other public statement made or issued by the Company or anyone acting on the Company's behalf.

9. None of the Company or any of its predecessors or subsidiaries has had the registration of a class of securities under the U.S. Exchange Act revoked by the SEC pursuant to Section 12(j) of the U.S. Exchange Act and any rules or regulations promulgated under the U.S. Securities Act.

EXHIBIT A TO SCHEDULE A

UNDERWRITER'S CERTIFICATE

In connection with the private placement in the United States of the Initial Units and Additional Units (the "**Offered Units**") of Planet 13 Holdings Inc. (the "**Company**") pursuant to the underwriting agreement dated as of October 23, 2020 between the Company and the Underwriters named therein (the "**Underwriting Agreement**"), the undersigned does hereby certify as follows:

1. ● is, on the date hereof, and was at the time of each offer and sale of the Offered Units made by it, a duly registered broker or dealer with the United States Securities and Exchange Commission, and a member of and in good standing with the Financial Industry Regulatory Authority, Inc. ("**FINRA**");
2. prior to the purchase of any Offered Units, each offeree in the United States was provided with a copy of the U.S. Placement Memorandum, and no other written material, other than the U.S. Preliminary Placement Memorandum and any Supplementary Material approved by the Company for use in presentations to prospective purchasers, was used by us in connection with the Offering of the Offered Units in the United;
3. immediately prior to transmitting such U.S. Placement Memorandum to such offerees, we had reasonable grounds to believe and did believe that each offeree purchasing Offered Units from us was a qualified institutional buyer within the meaning of Rule 144A under the U.S. Securities Act ("**Qualified Institutional Buyer**") and, on the date hereof, we continue to believe that each person purchasing Offered Units in the United States is a Qualified Institutional Buyer;
4. no form of "general solicitation" or "general advertising" (as those terms are used in Regulation D under the U.S. Securities Act) was used by us, including advertisements, articles, notices or other communications published in any newspaper, magazine, on the internet or similar media or broadcast over radio, television or the internet, or any seminar or meeting whose attendees had been invited by general solicitation or general advertising, in connection with the offer or sale of the Offered Units in the United States;
5. all offers and sales of Offered Units in the United States have been effected by ● in accordance with all applicable U.S. federal and state broker-dealer requirements and FINRA rules;
6. all offers and sales of the Offered Units have been conducted by us in accordance with the terms of the Underwriting Agreement, including Schedule "A" thereto; and
7. prior to any sale of the Offered Units in the United States, we caused each purchaser to execute a Qualified Institutional Buyer Letter in the form attached as Exhibit I to the U.S. Placement Memorandum.

Terms used in this certificate have the meanings given to them in the Underwriting Agreement, including Schedule "A" thereto, unless otherwise defined herein.

DATED this ________ day of ___________________________, 20__.

●	●
Per: ____________________	Per: ____________________
Authorized Signing Officer	Authorized Signing Officer