

AMENDMENT #1 TO AMENDED AND RESTATED SECURITIES EXCHANGE AGREEMENT

THIS FIRST AMENDMENT AGREEMENT (the “1st Amendment Agreement”) is made effective as of the 31st day of January, 2019.

AMONG:

ICON EXPLORATION INC., a corporation existing under the laws of British Columbia, and having its head office located at 320 – 157 Adelaide Street West, Toronto, Ontario M5H 4E7

(“**Icon**”)

AND:

2590672 ONTARIO INC., a corporation existing under the laws of Ontario, and having its head office located at 738 – 157 Adelaide Street West, Toronto, Ontario M5H 4E7

(“**City View**”)

AND:

EACH OF THE SHAREHOLDERS OF CITY VIEW, as set out in Schedule “A” attached to the Original Agreement (defined below), together with such additional persons who acquire City View Shares (as defined in the Original Agreement) prior to Closing (as defined in the Original Agreement)

(individually, a “**Shareholder**” and collectively, the “**Shareholders**”)

AND:

EACH OF THE OPTIONHOLDERS OF CITY VIEW, as set out in Schedule “A” attached to the Original Agreement

(individually, an “**Optionholder**” and collectively, the “**Optionholders**”)

(The Shareholders and the Optionholders are sometimes hereinafter referred to collectively as the “**Securityholders**”.)

(Icon, City View and the Securityholders are hereinafter referred to collectively as the “**Parties**”.)

WHEREAS:

- A. this 1st Amendment Agreement is supplemental to an amended and restated securities exchange agreement among the Parties made as of December 5, 2018 (the “**Original Agreement**”), a copy of which is attached hereto as Exhibit “A”; and
- B. the Parties wish to amend the Original Agreement as set forth below.

NOW THEREFORE THIS 1st AMENDMENT AGREEMENT WITNESSES that in consideration of the premises and of the covenants, agreements, conditions, representations and warranties contained in the Original Agreement and this 1st Amendment Agreement, and for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree with each other as follows:

1. Terms not otherwise defined herein shall have the meaning ascribed to them in the Original Agreement.
2. Recital C of the Original Agreement is hereby amended to reflect certain changes to ownership of securities by the directors of Icon since the date of the Original Agreement such that effective as of the date of this 1st Amendment Agreement Rob Fia, the President, CEO and a director of Icon, Joseph Heng, the CFO and a director of Icon, and Stephen McNeil, a director of Icon, own or have control of, in the aggregate, 2,951,250 City View Shares and 1,000,000 City View Options, which are expected to represent at Closing approximately 15.7% of the issued City View Shares on a non-diluted basis, and approximately 18.3 % of the City View Shares on a fully-diluted basis.
3. Section 1.1(q)(ii) of the Original Agreement is hereby further amended to reflect the cancellation of certain City View \$1.50 Options since the date of the Original Agreement such that effective as of the date of this 1st Amendment Agreement, the number of City View \$1.50 Options outstanding is reduced from 2,703,333 to 1,453,333.
4. The Original Agreement is hereby further amended by deleting section 1.1(w) in its entirety and replacing it with the following:

“(w) ‘‘Closing Deadline’’ means February 28, 2019, or such other date as Icon and City View (on its own behalf and on behalf of the Securityholders) may mutually agree in writing;’’.
5. The Original Agreement is hereby further amended by deleting section 2.2(b) in its entirety and replacing it with the following:

“(b) as consideration for the termination of the City View Options, on the Closing Date, Icon will grant to each Optionholder that number of Consideration Options as is determined by multiplying the number of City View Options held by such Optionholder immediately prior to Closing by 4.’’
6. Section 4.1(q) of the Original Agreement is hereby amended to reflect the exercise and termination of certain share purchase warrants of Icon since the date of the Original Agreement such that effective as of the date of this 1st Amendment Agreement, Icon’s equity capital structure is comprised of (i) 33,058,092 Icon Shares, (ii) nil share purchase warrants; and (iii) 3,037,734 options exercisable into Icon Shares at prices ranging from \$0.05/Icon Share to \$0.30/Icon Share and with expiry dates ranging from March 13, 2020 to February 21, 2027.
7. Section 6.1(h) of the Original Agreement is hereby amended to reflect certain changes to City View’s equity capital structure since the date of the Original Agreement such that effective as of the date of this 1st Amendment Agreement, City View’s equity capital structure is comprised of (i) 18,824,389 City View Shares, (ii) 1,340,000 City View \$0.50 Options; (iii) 1,453,333 City View \$1.50 Options; (iv) City View Shares issuable pursuant to the Mutual Share Issuance Agreement estimated to be 3,746,053 City View Shares; and (v) up to 666,667 City View Shares reserved for issue at a purchase price of \$1.50 per City View Share pursuant to a pending private placement financing.

8. The Original Agreement is hereby further amended by deleting section 11.4(a)(ii) in its entirety and replacing it with the following:

“(ii) *issue any securities of City View;*”.

9. The Parties confirm that in all other respects, the terms, covenants and conditions of the Original Agreement remain unchanged and in full force and effect, except as modified by this 1st Amendment Agreement, provided that from and after the date hereof, the Original Agreement will be read and interpreted in conjunction with this 1st Amendment Agreement.
10. Each of the Parties represents and warrants to the other that it has the full right, power and authority to enter into and accept the terms of this 1st Amendment Agreement and to carry out the transactions contemplated herein.
11. This 1st Amendment Agreement, the legal relations between the parties and the adjudication and the enforcement thereof, will be governed by and interpreted and construed in accordance with the substantive laws of the Province of British Columbia and the federal laws of Canada applicable therein, without regard to applicable choice of law provisions thereof. The Parties agree that any action, suit or proceeding arising out of or relating to this 1st Amendment Agreement or the transactions contemplated hereby will be brought in a suitable court located in the Province of British Columbia and each Party irrevocably submits to the exclusive jurisdiction of those courts.
12. This 1st Amendment Agreement may be executed in any number of counterparts with the same effect as if all Parties had signed the same documents, and all such counterparts and adopting instruments will be construed together and will constitute one and the same instrument. The execution of this 1st Amendment Agreement will not become effective until counterparts hereof have been executed by all the Parties hereto. This 1st Amendment Agreement may also be executed and delivered by any Party by sending a faxed, e-mailed or other form of electronic communication capable of producing a printed copy to each of Icon and City View, which when so delivered will be considered for all purposes to be good delivery, as if it were an original signature of that Party.

IN WITNESS WHEREOF this Agreement has been executed by the Parties hereto as of the date first above written.

ICON EXPLORATION INC.

2590672 ONTARIO INC.

(on its own behalf and on behalf of the Securityholders)

Per: “Authorized Signatory”
Authorized Signatory

Per: “Authorized Signatory”
Authorized Signatory

Schedule “A”
to 1st Amendment Agreement dated January 31, 2019 among
Icon Exploration Inc., 2590672 Ontario Inc., the Shareholders and the Optionholders

Amended and Restated Securities Exchange Agreement dated December 5, 2018

AMENDED AND RESTATED SECURITIES EXCHANGE AGREEMENT

THIS AMENDED AND RESTATED SECURITIES EXCHANGE AGREEMENT (“**Agreement**”) is made effective as of the 5th day of December, 2018 (the “**Execution Date**”).

AMONG:

ICON EXPLORATION INC., a corporation existing under the laws of British Columbia, and having its head office located at 320 – 157 Adelaide Street West, Toronto, Ontario M5H 4E7

(“**Icon**”)

AND:

2590672 ONTARIO INC., a corporation existing under the laws of Ontario, and having its head office located at 738 – 157 Adelaide Street West, Toronto, Ontario M5H 4E7

(“**City View**”)

AND:

EACH OF THE SHAREHOLDERS OF CITY VIEW, as set out in Schedule “A” attached hereto, together with such additional persons who acquire City View Shares (defined below) prior to Closing (defined below)

(individually, a “**Shareholder**” and collectively, the “**Shareholders**”)

AND:

EACH OF THE OPTIONHOLDERS OF CITY VIEW, as set out in Schedule “A” attached hereto

(individually, an “**Optionholder**” and collectively, the “**Optionholders**”)

WHEREAS:

- A. Icon is a British Columbia corporation whose common shares are listed for trading on the TSXV (defined below);
- B. City View is a private Ontario company, with assets as more particularly described in Schedule “C” attached hereto;
- C. Rob Fia, the President, CEO and a director of Icon, Joseph Heng, the CFO and a director of Icon, and Stephen McNeil, a director of Icon, own or have control of, in the aggregate, 2,656,250 City View Shares (defined below) and options to acquire an aggregate of 1,650,000 City View Shares, which currently represent approximately 18.7% of the issued City View Shares on a non-diluted basis, and approximately 23.6% of the City View Shares on a fully-diluted basis;

- D. Icon wishes to acquire all of the City View Shares from the Shareholders in consideration for the Consideration Shares (defined below) and the Shareholders agree to exchange all of their City View Shares for the Consideration Shares on the terms and conditions set forth below;
- E. the Optionholders agree to voluntarily terminate all of their unexercised City View Options at Closing in consideration for the Consideration Options (defined below); and
- F. the Parties (defined below) entered into a share exchange agreement dated November 5, 2018 (the “**Original Agreement**”) to definitively set out the terms and conditions pursuant to which Icon will acquire all of the issued and outstanding securities of City View from the Shareholders and the Optionholders, and now wish to amend and restate the Original Agreement by entering into this amended and restated securities exchange agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and of the premises, covenants and agreements herein set forth, the Parties hereto covenant and agree each with the other as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 For the purposes of this Agreement, including the recitals and any Schedules hereto, the following words and expressions will have the following meanings:

- (a) “**ACMPR**” means the *Access to Cannabis for Medical Purposes Regulation* (SOR/2016-230), as such may be amended from time to time;
- (b) “**ACMPR Application**” means City View’s application to Health Canada requesting it be issued an ACMPR License;
- (c) “**ACMPR Licence**” means a license issued by Health Canada under the ACMPR, which license permits the licensee to produce quality-controlled cannabis for medical purposes and to sell any or all of the following products, as set out in the license: dried and fresh cannabis, seeds and plants, and cannabis oil and extracts;
- (d) “**affiliate**” has the meaning attributed to such term under section 1.3 of NI 45-106;
- (e) “**Agreement**” means this amended and restated securities exchange agreement and all instruments supplemental to or in amendment or confirmation of this amended and restated securities exchange agreement, as such may be further amended from time to time;
- (f) “**Applicable Law**” means, with respect to any person, any domestic (whether federal, state, territorial, provincial, municipal or local) or foreign statute, law, ordinance, rule, administrative interpretation, regulation, Order, writ, injunction, directive, judgment, decree or other requirement, all as in effect as of the Closing, of any Government Body applicable to such person or any of its affiliates, or any of their respective properties, assets, employees or agents (in connection with such employee’s or agent’s activities on behalf of such person or any of its affiliates), including all Applicable Securities Laws;

- (g) “**Applicable Securities Laws**” means, as applicable: (i) the BC Securities Act, the Ontario Securities Act, and the equivalent legislation in the other provinces and territories of Canada, as amended from time to time, together with the rules, regulations and forms made or promulgated under any such statute; (ii) the published national instruments, multilateral instruments, policies, bulletins, and notices of the BCSC, the OSC and securities commissions and similar regulatory authorities of each of the provinces and territories of Canada; and (iii) the published rules and policies of the Exchange;
- (h) “**Assets**” means all assets of City View, as more particularly described in Schedule “C” attached hereto, including, but not limited to, the City View Contracts, the ACMPR Application and the ACMPR License;
- (i) “**BCBCA**” means the *Business Corporations Act* (British Columbia), as amended from time to time;
- (j) “**BCSC**” means the British Columbia Securities Commission;
- (k) “**BC Securities Act**” means the *Securities Act* (British Columbia), as amended from time to time;
- (l) “**Business Day**” means any day, other than a Saturday, Sunday, statutory holiday or any other day on which the principal chartered banks located in Vancouver, British Columbia or in Toronto, Ontario are not open for business during normal banking hours;
- (m) “**City View**” means 2590672 Ontario Inc., a corporation incorporated under the laws of Ontario;
- (n) “**City View Board**” means the board of directors of City View;
- (o) “**City View Contracts**” means all Material Contracts to which City View is a party, details of which are set out in Schedule “C” attached hereto;
- (p) “**City View Option Agreements**” means the option agreements executed by City View and the Optionholders in relation to the City View Options;
- (q) “**City View Options**” means all outstanding common share purchase options of City View, being:
 - (i) an aggregate of 1,340,000 options of City View (the “**City View \$0.50 Options**”) granted on August 3, 2017, each of which is exercisable at a price of \$0.50/City View Share and expires five years after its date of grant, and which options vest one year after their date of grant; and
 - (ii) an aggregate of 2,703,333 options of City View (the “**City View \$1.50 Options**”) granted on various dates, each of which is exercisable at a price of \$1.50/City View Share and expires five years after its date of grant, and which options vest one year after their date of grant;
- (r) “**City View Securities**” means, collectively, the City View Shares and the City View Options;

- (s) “**City View Shares**” means the common shares in the capital of City View as presently constituted;
- (t) “**Claims**” means any suit, action, dispute, civil or criminal litigation, claim, arbitration or legal, administrative or other proceeding or governmental investigation, including appeals and applications for review;
- (u) “**Closing**” means the closing of the Transaction pursuant to the terms of this Agreement;
- (v) “**Closing Date**” has the meaning set forth in section 8.1;
- (w) “**Closing Deadline**” means January 31, 2019, or such other date as Icon and City View (on its own behalf and on behalf of the Securityholders) may mutually agree in writing;
- (x) “**Confidential Information**” has the meaning set forth in section 11.9;
- (y) “**Consideration Options**” means the incentive stock options of Icon to be granted to the Optionholders at Closing in accordance with subsection 2.1(b), which Consideration Options will be granted pursuant to the terms of Icon’s stock option plan, and each of which will entitle the optionee thereunder to purchase one Icon Post-Consolidation Share for a period of five (5) years from the Closing Date, with 1/3 of the options vesting on each of the first, second and third anniversaries of the Closing Date, *provided that*, if the optionee ceases to be an eligible optionee under Icon’s stock option plan during the term of such Consideration Option then the optionee will be entitled to exercise the Consideration Option for a period of 90 days from the date such optionee ceased to be an eligible optionee. The exercise price of the Consideration Options will be: (i) \$0.25 per Icon Post-Consolidation Share with respect to Consideration Options issued in consideration for the City View \$0.50 Options; and (ii) \$0.75 per Icon Post-Consolidation Share with respect to Consideration Options issued in consideration for the City View \$1.50 Options;
- (z) “**Consideration Securities**” means, collectively, the Consideration Shares and the Consideration Options;
- (aa) “**Consideration Shares**” means the Icon Post-Consolidation Shares to be issued from treasury to the Shareholders in accordance with subsection 2.1(a);
- (bb) “**Defaulting Party**” has the meaning ascribed to it in section 10.4;
- (cc) “**Disclosing Party**” has the meaning set forth in section 11.9;
- (dd) “**Encumbrances**” means any Lien, Claim, charge, pledge, hypothecation, security interest, mortgage, title retention agreement, title defect or objection, assignment, trust or deemed trust (whether contractual, statutory or otherwise arising), option, restriction or encumbrance of any nature or kind whatsoever, other than: (i) statutory liens for taxes not yet due and payable; and (ii) such imperfections of title, easements and encumbrances, if any, that will not result in a Material Adverse Effect;
- (ee) “**Escrow Agent**” means Computershare Investor Services Inc., or such other escrow agent as may be appointed by Icon and acceptable to the Exchange;

- (ff) “**Escrow Agreement**” means a prescribed escrow agreement under Exchange policies, prohibiting resale of certain Consideration Securities for a period mandated by the Exchange;
- (gg) “**Exchange**” means the TSXV or such other stock exchange in Canada on which the Icon Shares, or Icon Post-Consolidation Shares, as the case may be, are listed or for which application has been made to list, as applicable;
- (hh) “**Execution Date**” means December 5, 2018;
- (ii) “**Form T2057**” has the meaning set forth in section 2.10;
- (jj) “**Governmental Authorization**” means any: (i) Permit, license, certificate, franchise, variance, permission, clearance, registration, qualification or authorization issued, granted, given or otherwise made available by or under the authority of any Governmental Body or pursuant to any Applicable Laws, or (ii) right under any contract with any Governmental Body;
- (kk) “**Governmental Body**” means any: (i) nation, state, county, city, town, village, district or other jurisdiction of any nature; (ii) federal, state, provincial, local, municipal, foreign or other governmental body; (iii) governmental or quasi-governmental authority of any nature (including any governmental agency, branch, department, official or entity, and any court or other tribunal); (iv) multi-national organization or body; or (v) body exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory or taxing authority, or power of any nature, including any arbitrator;
- (ll) “**Icon**” means Icon Exploration Inc., a corporation existing under the laws of British Columbia;
- (mm) “**Icon Board**” means the board of directors of Icon;
- (nn) “**Icon Consolidation**” means the consolidation of Icon’s share capital on a 1.25 old for 1 new (1.25:1) basis;
- (oo) “**Icon Disclosure Documents**” has the meaning set forth in subsection 4.1(m);
- (pp) “**Icon Meeting**” means the meeting of the shareholders of Icon duly called to obtain all necessary shareholder approvals required in relation to the Transaction, and any adjournments thereof;
- (qq) “**Icon Shares**” means common shares of Icon as presently constituted;
- (rr) “**Icon Post-Consolidation Shares**” means common shares of Icon as constituted after giving effect to the Icon Consolidation;
- (ss) “**IFRS**” means International Financial Reporting Standards;
- (tt) “**Indemnifying Party**” has the meaning ascribed to it in section 5.2(a);
- (uu) “**Legended Consideration Shares**” has the meaning ascribed to it in section 2.8;

- (vv) “**Lien**” means any mortgage, charge, pledge, hypothecation, security interest, assignment, lien (statutory or otherwise), charge, title retention agreement or arrangement, restrictive covenant or other encumbrance of any nature or any other arrangement or condition, which, in substance, secures payment or performance of an obligation;
- (ww) “**Loss**” means losses, claims, demands, liabilities, damages, costs, charges and expenses and includes taxes, duties and tax costs;
- (xx) “**Material**” means, when used in respect to the affairs of a person, an event, occurrence or fact concerning the business, operations, capital, assets, liabilities or financial condition of the person, on a consolidated basis, that would reasonably be expected to influence a reasonable investor in whether or not to invest in the securities of the person and “**Materially**” has a corresponding meaning;
- (yy) “**Material Adverse Effect**”, when used in connection with any person, means any change, event, violation, inaccuracy, circumstance or effect that is Materially adverse to the business, assets (including intangible assets), liabilities, capitalization, ownership, financial condition or results of operations of such person and any affiliates thereof, other than any change, event, circumstance or effect to the extent resulting from changes in IFRS;
- (zz) “**Material Contract**” means all contracts or other obligations or rights (and all amendments, modifications and supplements thereto to which any Party is a party affecting the obligations of any Party thereunder) to which a Party is a party or by which any of its properties or assets are bound that are material to the business, properties or assets of such Party taken as a whole;
- (aaa) “**material fact**” has the meaning ascribed to it in the BC Securities Act;
- (bbb) “**misrepresentation**” has the meaning ascribed to it in the BC Securities Act;
- (ccc) “**Mutual Share Issuance Agreement**” means the agreement proposed to be entered into prior to the Closing Date between City View and a private Alberta company that has applied for retail cannabis distribution licenses and stores in Alberta, pursuant to which City View will acquire a 19.99% equity interest in the Alberta company in consideration for 19.99% of the then issued City View Shares;
- (ddd) “**NI 45-106**” means National Instrument 45-106 – *Prospectus Exemptions* of the Canadian Securities Administrators
- (eee) “**Ontario Securities Act**” means the *Securities Act* (Ontario), as amended from time to time;
- (fff) “**Optionholders**” means those persons that are the registered holders of City View Options of record immediately prior to Closing, the names of which persons are listed in Schedule “A” attached hereto, as such Schedule may be amended from time to time prior to Closing to reflect the addition or deletion of names of registered holders of City View Options as applicable, and “**Optionholder**” means any one of them;
- (ggg) “**Order**” means any award, decision, injunction, judgment, order, ruling, subpoena or verdict entered, issued, made or rendered by any Governmental Body;

- (hhh) “**Original Agreement**” has the meaning ascribed to it in Recital F above;
- (iii) “**OSC**” means the Ontario Securities Commission;
- (jjj) “**Party**” means a party to this Agreement and “**Parties**” means all parties to this Agreement;
- (kkk) “**Permits**” means in respect of a Party, all permits, licenses, variances, exemptions, Orders and approvals of all Governmental Bodies necessary for the lawful conduct of the business of the Party;
- (lll) “**person**” includes an individual, corporation, partnership, joint venture, society, association, trust, unincorporated organization, the Crown or any agency or instrumentality thereof or any other juridical entity, or any trustee, executor, administrator, or other legal representative thereof;
- (mmm) “**Personal Information**” means any information about a Securityholder required to be disclosed to a Regulatory Authority or the Exchange, whether pursuant to a Regulatory Authority or Exchange form or a request made by a Regulatory Authority or the Exchange;
- (nnn) “**Receiving Party**” has the meaning set forth in section 11.9;
- (ooo) “**Regulatory Authorities**” means the BCSC, the OSC, and any other securities commissions or similar regulatory authorities in Canada and each of the provinces and territories thereof, as applicable;
- (ppp) “**Securityholder**” means a Shareholder and/or an Optionholder, as the case may be, and “**Securityholders**” means more than one of them;
- (qqq) “**Securityholder Certificate**” means the Securityholder Certificate attached hereto as Schedule “B”;
- (rrr) “**Shareholders**” means those persons that are the registered holders of City View Shares of record immediately prior to Closing, the names of which persons are listed in Schedule “A” attached hereto, as such Schedule may be amended from time to time prior to Closing to reflect the addition or deletion of names of registered holders of City View Shares as applicable, and “**Shareholder**” means any one of them;
- (sss) “**Subsidiary**” means, with respect to a specified body corporate, a body corporate of which more than 50% of the outstanding shares ordinarily entitled to elect a majority of the directors thereof, whether or not shares of any other class or classes will or might be entitled to vote upon the happening of any event or contingency, are at the time owned, directly or indirectly, by such specified body corporate, and includes a body corporate in like relation to a subsidiary;
- (ttt) “**Tax Act**” means the *Income Tax Act* (Canada);
- (uuu) “**taxes**” means all present and future taxes, levies, imposts, duties, deductions, withholdings, assessments, fees or other charges imposed by any Governmental Body in

the nature of a tax, including any interest, additions to tax and penalties applicable thereto;

- (vvv) “**Transaction**” means the acquisition by Icon of: (i) all of the City View Shares from the Shareholders in exchange for the issuance of the Consideration Shares to the Shareholders; and (ii) the termination of the City View Options by the Optionholders in consideration for the issuance of the Consideration Options to the Optionholders, and all related transactions incidental thereto;
- (www) “**Transaction Documents**” means this Agreement and any other documents contemplated by this Agreement or necessary to be signed by any Party in order to consummate the Transaction; and
- (xxx) “**TSXV**” means the TSX Venture Exchange.

1.2 For the purposes of this Agreement, except as otherwise expressly provided herein:

- (a) all references in this Agreement to a designated article, section, subsection or Schedule is to the designated article, section or subsection of, or Schedule to, this Agreement;
- (b) the words “*herein*”, “*hereof*” and “*hereunder*”, and other words of similar import, refer to this Agreement as a whole and not to any particular article, section, subsection, or Schedule, unless indicated;
- (c) the singular of any term includes the plural and *vice versa*, and the use of any term is equally applicable to any gender and, where applicable, to a body corporate;
- (d) the word “*or*” is not exclusive and the word “*including*” is not limiting (whether or not non-limiting language such as “*without limitation*”, “*but not limited to*” or other words of similar import are used);
- (e) all accounting terms not otherwise defined in this Agreement have the meanings assigned to them in accordance with IFRS, applied on a consistent basis with prior periods;
- (f) except as otherwise provided, any reference to a statute includes and is a reference to such statute and to the regulations made pursuant thereto with all amendments made thereto and in force from time to time, and to any statute or regulations that may be passed which have the effect of supplementing or superseding such statute or such regulations;
- (g) where the phrase “*to the best knowledge of*” or phrases of similar import are used in this Agreement regarding statements of fact made by a person, it is intended to indicate that no information has come to the person’s attention which would give them actual knowledge of the existence or absence, as the case may be, of such facts, and except as expressly set out in this Agreement, the person has not undertaken any specific search to determine the existence or absence, as the case may be, of such facts;
- (h) the headings to the articles and sections of this Agreement are inserted for convenience of reference only and do not form a part of this Agreement and are not intended to interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof;

- (i) any reference to a corporate entity includes and is also a reference to any corporate entity that is a successor to such entity; and
- (j) unless otherwise specifically noted, all references to currency in this Agreement are to Canadian dollars.

1.3 The following are the Schedules to this Agreement:

<u>Schedule</u>	<u>Description</u>
A	List of Securityholders
B	Securityholder Certificate
C	List of City View Assets
D	City View Liabilities
E	Contact Information of Public Officials Regarding Indirect Collection of Personal Information

2. SECURITIES EXCHANGE

2.1 Subject to the terms and conditions in this Agreement, Icon agrees to complete the Icon Consolidation prior to Closing and thereafter:

- (a) Icon hereby agrees to acquire from each of the Shareholders, and each Shareholder agrees to sell and transfer to Icon, on the Closing Date, all right, title and interest of the Shareholder in and to the Shareholder's City View Shares free and clear of all Encumbrances on the terms and conditions set forth herein, in consideration for the issuance by Icon to the Shareholder of such number of Consideration Shares as determined under section 2.2(a) below; and
- (b) all outstanding City View Options shall automatically become fully vested on the Closing Date and each Optionholder agrees to voluntarily terminate all of the Optionholder's unexercised City View Options without further action on the part of the Optionholder effective immediately prior to Closing, in consideration for which, on the Closing Date, Icon will grant and issue to the Optionholder such number of Consideration Options as determined under section 2.2(b) below,

such that, at Closing, City View will become a wholly-owned subsidiary of Icon.

2.2 Subject to section 2.3 below:

- (a) as consideration and in exchange for the City View Shares, on the Closing Date, Icon will issue to each Shareholder that number of Consideration Shares as is determined by multiplying the number of City View Shares held by such Shareholder immediately prior to Closing by 8; and

- (b) as consideration for the termination of the City View Options, on the Closing Date, Icon will grant to each Optionholder that number of Consideration Options as is determined by multiplying the number of City View Options held by such Optionholder immediately prior to Closing by 5.

2.3 No fractional Consideration Securities will be issued to a Securityholder. In lieu of any fractional entitlement, the number of Consideration Securities issued to a Securityholder will, without any additional compensation, be rounded down to the next lesser whole number of Consideration Securities. In calculating such fractional interests, all securities of like kind registered in the name of a holder will be aggregated.

2.4 At the Closing:

- (a) the Shareholders will surrender the certificate or certificates representing the City View Shares held by each of them to Icon duly endorsed for transfer to Icon, and each of the Shareholders in return will be entitled to receive a certificate representing such person's number of Consideration Shares determined in accordance with section 2.2(a) above and as set out opposite their name in Schedule "A" attached hereto; and
- (b) the Optionholders will be deemed to have automatically surrendered the City View Options held by each of them to Icon and the City View Option Agreements shall automatically be deemed terminated at Closing, without further action on behalf of the Optionholders, and each of the Optionholders in return will be entitled to receive an option commitment form duly executed by Icon representing such person's number of Consideration Options determined in accordance with section 2.2(b) above and as set out opposite their name in Schedule "A" attached hereto; and,

until such surrender and exchange, the share certificate or certificates representing the City View Shares held by the Shareholders will be evidence of their respective right to be registered as holders of the Consideration Shares.

2.5 To evidence their intent to be bound by the terms of this Agreement, each Securityholder agrees to deliver to Icon a fully completed and executed Securityholder Certificate (in the form attached hereto as Schedule "B"), and each Securityholder further agrees that the representations and warranties set out in the Securityholder Certificate executed by such Securityholder will be true and complete as at the date of execution of this Agreement and on the Closing Date.

2.6 If, prior to Closing, (a) a Shareholder transfers any or all of its City View Shares to another person or persons; or (b) City View issues additional City View Shares, then City View will require each transferee or new investor, as the case may be, to deliver to it a completed and executed Securityholder Certificate such that concurrent with such person becoming a shareholder of City View upon completion of the share transfer or issuance, as the case may be, such person will also become a party to and be bound by the terms of this Agreement. Consequently, such person's City View Shares will be acquired by Icon pursuant to this Article 2. As soon as reasonably practicable after City View Shares are transferred or issued in accordance with this section 2.6, City View will amend Schedule "A" attached hereto to add the name of any person that becomes a new Shareholder and to delete the name of any person that ceases to be a Shareholder as a consequence thereof and will forthwith deliver to Icon a copy of the amended Schedule "A" together with all City View Share certificates executed by the transferees or new investors, as the case may be.

2.7 Each Securityholder agrees that if required by the Exchange, prior to Closing they will, if applicable: (i) execute an Escrow Agreement pursuant to which, at Closing, they will deposit their Consideration Securities into escrow with the Escrow Agent, who will hold such escrowed Consideration Securities pursuant to the terms of the Escrow Agreement; or (ii) consent to such other resale restrictions as may be imposed on the Consideration Securities by the Exchange or pursuant to Exchange policies.

2.8 Each Shareholder agrees that all of their Consideration Shares that are not escrowed or otherwise subject to Exchange resale restrictions pursuant to section 2.7 above (collectively, the “**Legended Consideration Shares**”), will be subject to the following hold periods and the share certificates representing their Legended Consideration Shares will be legended accordingly:

<u>Number of Legended Consideration Shares</u>	<u>Hold Period Expiry Date</u>
20%	No hold
20%	3 months after the Closing Date
20%	6 months after the Closing Date
20%	9 months after the Closing Date
20%	12 months after the Closing Date

2.9 The Securityholders acknowledge that Icon has advised each Securityholder that it is issuing the Consideration Securities to such Securityholder under exemptions from the formal takeover and prospectus and registration requirements of Applicable Securities Laws and, as a consequence, certain protections, rights and remedies provided by Applicable Securities Laws, including statutory rights of rescission or damages, will not be available to such Securityholder.

2.10 The Parties acknowledge that the provisions of subsection 85.1(1) of the Tax Act may apply to the transfer of the City View Shares by a Shareholder to Icon on the terms and conditions contemplated hereunder unless the Shareholder and Icon have jointly elected in prescribed form (“**Form T2057**”) and in accordance with subsection 85(6) to have the provisions of subsection 85(1) of the Tax Act apply to the transfer. Icon agrees that, at the request and expense of any Shareholder, it shall sign and execute a Form T2057 prepared by said Shareholder for the purpose of making a joint election to have the provisions of subsection 85(1) of the Tax Act apply to the transfer. It shall be the responsibility of the Shareholder making the request to prepare and file the Form T2057 with the Canada Revenue Agency. Icon shall not be liable for any damages arising to a Shareholder for a late filing of a Form T2057 or any errors or omissions on a Form T2057.

2.11 Notwithstanding anything contained in this Agreement, Icon does not assume and shall not be liable for any taxes under the Tax Act or any other amount whatsoever which may be or become payable by Shareholders, including, without limiting the generality of the foregoing, any taxes resulting from or arising as a consequence of the sale by Shareholders to Icon of the City View Shares herein contemplated, or the availability (or lack thereof) of the provisions of subsection 85.1 or 85(1) of the Tax Act, or the content or impact of any election made under subsection 85(1) of the Tax Act.

3. ICON MEETING

3.1 If required by the Exchange, Icon agrees to:

- (a) seek the written approval to the Transaction from at least 50% of the beneficial holders of Icon Shares in form acceptable to the Exchange; and

- (b) at such time as Icon determines that it is unable to obtain the written approvals referred to in subsection 3.1(a) above, then to convene and conduct the Icon Meeting to obtain the requisite approvals required by Applicable Laws, including Applicable Securities Laws.

3.2 If a meeting is held in accordance with subsection 3.1(b) above, Icon will give notice to City View of the date of the Icon Meeting and will prepare, in accordance with the BCBCA and Applicable Securities Laws, the necessary meeting documents for the purpose of the approvals referred to in subsection 3.1(b) above. City View's representatives and legal counsel will cooperate with Icon in the preparation of those meeting documents. City View and the Securityholders agree to furnish to Icon all such information concerning City View and the Securityholders as may be required by Icon to complete the meeting documents and City View and the Securityholders will ensure that no such information will contain any untrue statement of a material fact or omit to state a material fact required to be stated in order to make any information so furnished or any information concerning City View or the Securityholders not misleading in light of the circumstances in which it is disclosed.

3.3 Icon will allow City View's representatives and legal counsel to attend the Icon Meeting, if such meeting is convened.

4. REPRESENTATIONS AND WARRANTIES OF ICON

4.1 To induce the Securityholders to enter into this Agreement and complete the Transaction, Icon, with the knowledge and intent that the Securityholders are relying on such representations and warranties in entering into this Agreement, hereby warrants and represents to the Securityholders as follows:

- (a) Icon is a corporation duly and validly existing under the laws of British Columbia and is in good standing with respect to the filings of any and all reports required to be filed thereunder;
- (b) Icon has all requisite corporate power and authority to own its properties and assets and carry on its business as now being conducted;
- (c) Icon has the full right, power, capacity and authority to enter into, execute and deliver this Agreement and to be bound by its terms;
- (d) the execution, delivery and performance of this Agreement and the matters contemplated herein have been duly authorized by all necessary corporate action and no other corporate proceedings are necessary to authorize this Agreement and the matters contemplated herein;
- (e) the consummation of this Agreement will not conflict with nor result in any breach of any agreement or other instrument whatever to which Icon is a party or by which Icon is bound or to which it may be subject;
- (f) no proceedings are pending for, and Icon is unaware of any basis for, the institution of any proceedings leading to the placing of Icon in bankruptcy or subject to any other laws governing the affairs of insolvent parties;
- (g) this Agreement, when delivered in accordance with the terms hereof, will constitute a valid and binding obligation enforceable against Icon in accordance with its terms, except

- (i) as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, liquidation and other similar laws of general application affecting enforcement of creditors' rights generally and (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies;
- (h) Icon is in good standing with its filings with the TSXV and the Icon Shares are not subject to any trading halt, suspension or cease trade order, and there is no pending or, to the knowledge of Icon after due inquiry, threatened or potential action to halt, suspend, or delist the Icon Shares by any relevant securities regulatory authority or stock exchange having jurisdiction, other than a trading halt imposed by the TSXV in connection with its review of Icon's submission in respect of the Transaction;
- (i) the Consideration Shares, when issued, will be issued as fully paid and non-assessable common shares;
- (j) the Icon Post-Consolidation Shares issuable upon the due exercise of the Consideration Options have been validly reserved for issuance by Icon, and upon due exercise including payment of the exercise price therefor, the Icon Post-Consolidation Shares underlying the Consideration Options will be validly issued as fully paid and non-assessable common shares of Icon;
- (k) Icon is now, and on the Closing Date will be, a reporting issuer in the provinces of British Columbia, Alberta, and Ontario;
- (l) the minute books, books of account and other records of Icon have (whether of a financial or accounting nature or otherwise) been maintained in accordance with, in all material respects, all Applicable Laws and are complete and accurate in all Material respects;
- (m) Icon has filed all forms, reports, documents and information required to be filed by it, whether pursuant to Applicable Securities Laws or otherwise, with the Exchange and applicable Regulatory Authorities (collectively, the "**Icon Disclosure Documents**");
- (n) as of the time the Icon Disclosure Documents were filed with applicable Regulatory Authorities and on SEDAR (System for Electronic Document Analysis and Retrieval at www.sedar.com) (or, if amended or superseded by a filing prior to the date of this Agreement, then on the date of such filing): (i) each of the Icon Disclosure Documents complied in all material respects with the requirements of Applicable Securities Laws; and (ii) none of the Icon Disclosure Documents contained any misrepresentation;
- (o) the financial statements of Icon contained in the Icon Disclosure Documents: (i) complied as to form in all material respects with the published rules and regulations under Applicable Securities Laws; (ii) were reported in accordance with IFRS; and (iii) present fairly the financial position of the Icon as of the respective dates thereof and the results of operations of the Icon for the periods covered thereby;
- (p) Icon is not a party to any investigation, prosecution, litigation, legal proceeding, arbitration, mediation or any other form of dispute resolution, and to the best of its knowledge no such proceedings are pending or threatened and there is no circumstance or fact that is likely to give rise to any such proceedings;

- (q) as at the Execution Date, Icon's equity capital structure is as follows:
- (i) 31,941,426 issued Icon Shares;
 - (ii) 2,766,250 share purchase warrants exercisable into Icon Shares at prices ranging from \$0.08/Icon Share to \$0.15/Icon Share, all of which expire on December 15, 2018; and
 - (iii) 3,037,734 options exercisable into Icon Shares at prices ranging from \$0.05/Icon Share to \$0.30/Icon Share and with expiry dates ranging from March 13, 2020 to February 21, 2027;
- (r) other than the securities referenced in subsection 4.1(q) above, there are no securities of Icon outstanding, including any debt or equity securities, or securities convertible into debt or equity securities;
- (s) Icon has no Material assets;
- (t) Icon has paid all taxes that have become or are due with respect to any period ended on or prior to the Execution Date. All taxes that Icon is or was required to withhold or collect have been duly withheld or collected and, to the extent required, have been paid to the proper Governmental Body or other person;
- (u) Icon is not presently under, nor has it received notice of, any contemplated investigation or audit by any Governmental Body concerning any fiscal year or period;
- (v) Icon has not, and to its knowledge no officer, director, consultant or agent of Icon, nor any other person associated with or acting for or on behalf of Icon, has, directly or indirectly:
- (i) made any contribution, gift, bribe, rebate, payoff, influence payment, kickback or other payment to any person, regardless of form, whether in money, property or services:
 - (A) to obtain favorable treatment in securing business,
 - (B) to pay for favorable treatment for business secured,
 - (C) to obtain special concessions or for special concessions already obtained, for or in respect of Icon or any directors or officers of Icon; or
 - (D) in violation of any Applicable Laws; or
 - (ii) established or maintained any fund or asset that has not been recorded in the books and records of Icon;
- (w) Icon does not have any specific information relating to Icon or its business, properties or assets which have not been disclosed in the Icon Disclosure Documents and which could reasonably be expected to have a Material Adverse Effect on Icon; and

- (x) none of the foregoing representations, warranties and statements of fact contain any untrue statement of material fact or omit to state any material fact necessary to make any such statement, warranty or representation not misleading to City View in seeking full information as to Icon and its assets, business and affairs.

4.2 Icon hereby covenants and agrees with City View as follows:

- (a) City View and its directors, officers, auditors, counsel and other authorized representatives will be permitted to make such commercially reasonable investigations of the property, assets and business of Icon and of its financial and legal conditions as City View reasonably deems necessary or desirable, provided always that such investigations will not unduly interfere with the operations of Icon. If reasonably requested, Icon will provide copies of Icon' corporate records, including its minute books, share ledgers and the records maintained in connection with its business. Such investigations will not, however, affect or mitigate in any way the representations and warranties contained in this Agreement which representations and warranties will continue in full force and effect for the benefit of City View;
- (b) Icon will use its commercially reasonable best efforts to obtain from its directors, shareholders and all appropriate Governmental Bodies such approvals or consents as are required (if any) to complete the Transaction contemplated in this Agreement;
- (c) Icon will maintain its corporate status and comply with all applicable corporate and securities requirements (including any applicable filing requirements) prior to Closing;
- (d) Icon agrees to conduct its business in the ordinary course prior to Closing and to provide prompt and full disclosure to City View of any Material information, change or event in the business, operations, financial condition or other affairs of Icon prior to Closing; and
- (e) Icon will use all reasonable efforts to satisfy each of the conditions precedent set out in this Agreement to be satisfied by it as soon as practical and in any event before the Closing Date, and to take, or cause to be taken, all other actions and to do, or cause to be done, all other things necessary, proper or advisable that are commercially reasonable to permit the completion of the Transaction in accordance with the terms and conditions of this Agreement and Applicable Laws.

4.3 Icon must promptly notify City View, on behalf of the Securityholders, if at any time after Execution Date Icon becomes aware that:

- (a) a representation or warranty provided by Icon in section 4.1 above has ceased to be true; or
- (b) an act or event has occurred that would or might reasonably be expected to result in a representation or warranty provided by Icon in section 4.1 above ceasing to be true if it were repeated immediately on the Closing Date,

and must also provide City View with details of that fact.

4.4 Icon agrees to indemnify each of the Securityholders against, and will pay each of the Securityholders an amount equal to, any Loss which may be suffered, sustained or incurred by such

Securityholder directly as a result of any of the representations and warranties in section 4.1 above proving to be false, misleading or incorrect in a Material respect, subject to:

- (a) the claim for Loss must be notified to Icon within 12 months of the Closing Date;
- (b) the total of all amounts finally agreed or adjudicated to be payable in respect of all claims for Losses must exceed \$50,000; and
- (c) the maximum liability for the aggregate of all claims for Losses made under this section 4.4 will not exceed the value of the Consideration Securities as at the Closing Date.

For the avoidance of doubt, in respect of any breach of a representation or warranty in section 4.1, Loss includes an amount that would be necessary to put each Securityholder in the same position as if the representations and warranties in section 4.1 had been true.

5. REPRESENTATIONS, WARRANTIES & COVENANTS OF THE SECURITYHOLDERS

5.1 To induce Icon to enter into this Agreement and complete the Transaction, each of the Securityholders, with the knowledge and intent that Icon is relying on such representations and warranties in entering into this Agreement, individually and with respect to their City View Securities only, as applicable, and not jointly or severally with the others, provides the representations and warranties set out in the Securityholder Certificate duly executed by such Securityholder.

5.2 (a) Each Securityholder (in this section 5.2, an “**Indemnifying Party**”), on its own behalf and not on behalf of any of the others, agrees to indemnify Icon against, and will pay Icon an amount equal to, any Loss which may be suffered, sustained or incurred by Icon, directly as a result of any of the representations and warranties in such Indemnifying Party’s respective Securityholder Certificate proving to be false, misleading or incorrect in a Material respect, subject to:

- (i) the claim for Loss being notified to the Indemnifying Party within the applicable limitation period set out in Article 7;
- (ii) the total of all amounts finally agreed or adjudicated to be payable in respect of all claims for Losses from such Indemnifying Party exceeding \$10,000; and
- (iii) the maximum liability of an Indemnifying Party for the aggregate of all claims for Losses made under this section 5.2 not exceeding the value of the Consideration Securities issued to such Indemnifying Party as at the Closing Date.

For the avoidance of doubt, in respect of any breach of a representation or warranty in a Securityholder Certificate, Loss includes an amount that would be necessary to put Icon in the same position as if the representations and warranties in the Securityholder Certificate had been true.

- (b) Where an Indemnifying Party is liable as a result of a claim for Loss, such Indemnifying Party may satisfy its liability at its option by:
 - (i) paying the liability amount in cleared funds to Icon; or

- (ii) by cancelling or relinquishing the Consideration Securities held by it for a value equal to the liability amount in accordance with subsection 5.2(d).
- (c) If an Indemnifying Party elects to cancel Consideration Securities in accordance with subsection 5.2(b)(ii), then such cancellation will be in full and final satisfaction of all liability that Indemnifying Party has in relation to a claim for Loss.
- (d) For the purposes of subsection 5.2(b)(ii):
 - (i) the number of Consideration Securities that must be cancelled or relinquished will be determined by the following formula:

$$A = \frac{B}{C}$$

where:

“A” = the number of Consideration Securities that the Indemnifying Party must cancel or relinquish

“B” = the total liability of the Indemnifying Party in respect of the relevant claim for Loss (as agreed or adjudicated by a court of competent jurisdiction); and

“C” = the value of the Consideration Securities as agreed between Icon and the Indemnifying Party. If Icon and the Indemnifying Party fail to agree, the value of the Consideration Securities will be determined by the auditor of Icon at that time.

- (ii) The cancellation or relinquishment of Consideration Securities will be by way of cancellation or relinquishment of the Consideration Securities by Icon and the Indemnifying Party by this subsection grants Icon a power or attorney to do all things necessary including to execute any document to give effect to the cancellation or relinquishment of the Consideration Securities on such Indemnifying Party’s behalf.
- (iii) If the Indemnifying Party elects to have the claim for Loss settled by cancelling or relinquishing the Consideration Securities in accordance with subsection 5.2(b)(ii), then such Indemnifying Party will be excused from all liability from the time the Consideration Securities are cancelled or relinquished.

6. REPRESENTATIONS, WARRANTIES AND COVENANTS OF CITY VIEW

6.1 To induce Icon to enter into this Agreement and complete the Transaction, City View hereby represents and warrants to Icon as follows and acknowledges that Icon is relying on such representations and warranties in connection with entering into this Agreement:

- (a) City View is a corporation duly and validly existing and in good standing under the laws of Ontario and has all requisite corporate power and authority to own its properties and assets and carry on its business as now being conducted;
- (b) City View has the full right, power, capacity and authority to enter into, execute and deliver this Agreement and to be bound by its terms;
- (c) the execution, delivery and performance of this Agreement and the matters contemplated herein have been duly authorized by all necessary corporate action and no other corporate proceedings are necessary to authorize this Agreement and the matters contemplated herein;
- (d) the consummation of this Agreement will not conflict with nor result in any breach of any agreement or other instrument whatever to which City View is a party or by which City View is bound or to which it may be subject;
- (e) no proceedings are pending for, and City View is unaware of any basis for, the institution of any proceedings leading to the placing it in bankruptcy or subject to any other laws governing the affairs of insolvent parties;
- (f) this Agreement, when delivered in accordance with the terms hereof, will constitute a valid and binding obligation enforceable against City View in accordance with its terms, except (i) as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, liquidation and other similar laws of general application affecting enforcement of creditors' rights generally and (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies;
- (g) the entire authorized capital stock of City View consists of an unlimited number of common shares with no par value;
- (h) as at the Execution Date, City View's equity capital structure is as follows:
 - (i) 14,201,669 issued City View Shares, all of which have been duly authorized and validly issued and are fully paid and non-assessable and none of which were issued in violation of any Applicable Securities Laws or any other legal requirements;
 - (ii) 1,340,000 City View \$0.50 Options;
 - (iii) 2,703,333 City View \$1.50 Options;
 - (iv) City View Shares issuable pursuant to the Mutual Share Issuance Agreement, estimated to be 3,392,295 City View Shares; and
 - (v) up to 666,667 City View Shares reserved for issue at a purchase price of \$1.50 per City View Share pursuant to a pending private placement financing;
- (i) except as set out in section 6.1(h) above, to the best knowledge of the directors of City View, there are no other securities of City View outstanding, including any debt or equity

securities, or securities convertible into debt or equity securities, and no person has any written or oral agreement or option or right capable of becoming an agreement:

- (i) to require City View to issue any securities or to convert or exchange any securities into or for City View Shares;
 - (ii) for the purchase, subscription, allotment, or issuance of any of the unissued City View Shares or other securities of City View; or
 - (iii) to require City View to purchase, redeem or otherwise acquire any of the issued and outstanding City View Shares or other securities;
- (j) there are no agreements that could restrict the transfer of any of the issued and outstanding City View Shares, and no voting agreements, shareholders' agreements, voting trusts, or other arrangements restricting or affecting the voting of any of the City View Shares to which City View is a party or of which City View is aware;
 - (k) City View has no Subsidiaries and does not own, or have any agreement to acquire, any equity securities or other securities of any person, or any direct or indirect equity or ownership interest in any other business;
 - (l) no Order ceasing or suspending trading in securities of City View or prohibiting the sale of securities by City View or the Securityholders is currently in effect and to the best knowledge, information and belief of the directors of City View, no proceedings for this purpose have been instituted, are pending, contemplated or threatened;
 - (m) all Material financial transactions of City View since its incorporation have been disclosed to Icon prior to the execution of this Agreement;
 - (n) City View has conducted and is conducting its business in all Material respects in full compliance with all Applicable Laws, rules and regulations of each jurisdiction in which its business is carried on and holds all necessary Permits, whether governmental, regulatory or otherwise, to enable its business to be carried on as it is currently conducted and its property and assets to be owned, leased and operated, and the same are validly existing and in good standing and none of such Permits contains any burdensome term, provision, condition or limitation, save and except in any case which would not have a Materially Adverse Effect;
 - (o) Schedule "C" attached hereto lists all Assets owned by City View directly or indirectly, or in which City View has an interest as of the Execution Date;
 - (p) all City View Contracts are listed in Schedule "C" attached hereto and have been made available to Icon. City View is not party to or bound by any other Material Contracts, whether oral or written, and all of the City View Contracts to which it is a party are valid and subsisting, in full force and effect and unamended, no material default or violation exists in respect thereof on the part of City View or, to the best of the knowledge of the directors of City View, on the part of any of the other parties thereto. City View is not aware of any intention on the part of any of the other parties thereto to terminate or Materially alter any such City View Contracts, or any event that with notice or the lapse of time, or both, will create a Material breach or violation of, or default under, any such City View Contracts. To the best knowledge of the directors of City View, the

continuation, validity, and effectiveness of each City View Contract will in no way be affected by the consummation of the transactions contemplated by this Agreement. To the best knowledge of the directors of City View, there exists no actual or threatened termination, cancellation, or limitation of, or any amendment, modification, or change to any City View Contract;

- (q) other than liabilities set out in Schedule “E” attached hereto, there are no known Material liabilities (whether accrued, absolute, contingent or otherwise) of City View of any kind whatsoever, and, to the best knowledge of the directors of City View, there is no basis for assertion against City View of any liabilities of any kind;
- (r) City View has good and marketable title to its Assets free and clear of any actual, pending or, to the best knowledge or belief of the directors of City View, threatened Encumbrances;
- (s) City View has not granted or entered into any agreement, option, understanding or commitment or any Encumbrance of or disposal of its Assets or an interest therein or any right or privilege capable of becoming an agreement or option with respect to its Assets and will not do so prior to the Closing Date, save and except in any case which would not have a Material Adverse Effect;
- (t) City View has no guarantees, indemnities or contingent or indirect obligations with respect to the liabilities or obligations of any other person, including any obligation to service the debt of, or otherwise acquire an obligation of, another person or to supply funds to, or otherwise maintain any working capital or other balance sheet condition of, any other person;
- (u) the books of account, minute books, shareholders’ register and other records of City View are complete and correct and have been maintained in accordance with sound business practices. The corporate records and minute books of City View contain substantially complete and accurate minutes of all meetings of the directors and shareholders of City View held since its incorporation and signed copies of all resolutions and by-laws duly passed or confirmed by the directors or shareholders of City View other than at a meeting, all such meetings having been duly called and held; the share certificate books, register of security holders, register of transfers and register of directors and any similar corporate records of City View are complete and accurate. At the Closing, all of those books and records will be in the possession of City View;
- (v) the ACMPR Application is in good standing and to the best knowledge of the directors of City View, the continuation, validity, and effectiveness of the ACMPR Application, the issuance of an ACMPR License thereunder, and the ACMPR License when issued thereunder, will in no way be affected by the consummation of the transactions contemplated by this Agreement;
- (w) as of the Execution Date, no tax returns have been filed or have been required to be filed by City View or with respect to it, pursuant to any legal requirements. City View has not given or been requested to give waivers or extensions (or is or would be subject to a waiver or extension given by any other person) of any statute of limitations relating to the payment of taxes by City View or for which City View may be liable;

- (x) City View has paid all taxes that have become or are due with respect to any period ended on or prior to the Execution Date. All taxes that City View is or was required to withhold or collect have been duly withheld or collected and, to the extent required, have been paid to the proper Governmental Body or other person;
- (y) City View is not presently under, nor has it received notice of, any contemplated investigation or audit by any Governmental Body concerning any fiscal year or period;
- (z) City View has no employees and has never had employees or any employment agreements, written or verbal, other than as set out in Schedule "C" attached hereto;
- (aa) City View is not a party to any investigation, prosecution, litigation, legal proceeding, arbitration, mediation or any other form of dispute resolution, and to the best of its knowledge no such proceedings are pending or threatened and there is no circumstance or fact that is likely to give rise to any such proceedings;
- (bb) City View is not in violation of any federal, provincial, municipal or other law, regulation or Order of any Governmental Body, domestic or foreign;
- (cc) City View has not, and to its knowledge no officer, director, consultant or agent of City View, nor any other person associated with or acting for or on behalf of City View, has, directly or indirectly:
 - (i) made any contribution, gift, bribe, rebate, payoff, influence payment, kickback or other payment to any person, regardless of form, whether in money, property or services:
 - (A) to obtain favorable treatment in securing business,
 - (B) to pay for favorable treatment for business secured,
 - (C) to obtain special concessions or for special concessions already obtained, for or in respect of City View or any directors or officers of City View; or
 - (D) in violation of any Applicable Laws; or
 - (ii) established or maintained any fund or asset that has not been recorded in the books and records of City View;
- (dd) City View does not have any specific information relating to City View or its business or Assets which has not been disclosed to Icon and which could reasonably be expected to have a Material Adverse Effect on City View; and
- (ee) none of the foregoing representations, warranties and statements of fact contain any untrue statement of material fact or omit to state any material fact necessary to make any such statement, warranty or representation not misleading to Icon in seeking full information as to City View and its Assets, business and affairs.

6.2 City View must promptly notify Icon if at any time after the Execution Date City View becomes aware that:

- (a) a representation or warranty provided by City View in section 6.1 above has ceased to be true; or
- (b) an act or event has occurred that would or might reasonably be expected to result in a representation or warranty provided by City View in section 6.1 above ceasing to be true if it were repeated immediately on the Closing Date,

and must also provide Icon with details of that fact.

6.3 City View hereby covenants and agrees with Icon as follows:

- (a) Icon and its directors, officers, auditors, counsel and other authorized representatives will be permitted to make such commercially reasonable investigations of the Assets and business of City View and of its financial and legal conditions as Icon reasonably deems necessary or desirable, provided always that such investigations will not unduly interfere with the operations of City View. If reasonably requested, City View will provide copies of the corporate records of City View, including the minute books, share ledgers and the records maintained in connection with the businesses of City View. Such investigations will not, however, affect or mitigate in any way the representations and warranties contained in this Agreement which representations and warranties will continue in full force and effect for the benefit of Icon;
- (b) City View will use its commercially reasonable best efforts to obtain from City View's directors, shareholders and all appropriate Governmental Bodies such approvals or consents as are required (if any) to complete the transactions contemplated in this Agreement;
- (c) City View will maintain its corporate status and comply with all applicable corporate and securities requirements (including any applicable filing requirements) prior to Closing;
- (d) City View agrees to provide prompt and full disclosure to Icon of any Material information, change or event in the business, operations, financial condition or other affairs of City View prior to Closing;
- (e) City View will not issue any City View Shares or any other securities of City View except with the prior written consent of Icon, except where such issuance relates to the exercise of outstanding City View Options;
- (f) City View will not do any act or take any steps that would be in violation or contrary to corporate laws in Ontario or any other Applicable Laws in any Material respect;
- (g) City View will use all reasonable efforts to satisfy each of the conditions precedent set out in this Agreement to be satisfied by it as soon as practical and in any event before the Closing Date, and to take, or cause to be taken, all other actions and to do, or cause to be done, all other things necessary, proper or advisable that are commercially reasonable to permit the completion of the Transaction in accordance with the terms and conditions of this Agreement and Applicable Laws; and
- (h) from and after the date of execution of this Agreement by City View until the termination of this Agreement, City View will not, without the prior written consent of Icon or except

as otherwise permitted by this Agreement: (i) offer for sale or lease all or any portion of its Assets or business or the City View Securities; (ii) solicit offers to buy all or any portion of its Assets or business or the City View Securities; or (iii) enter into any agreement with any party (other than Icon) with respect to the sale, assignment, or other disposition of any of its Assets or business or the City View Securities and City View will promptly communicate to Icon the substance of any inquiry or proposal concerning any such transaction.

7. SURVIVAL OF REPRESENTATIONS AND WARRANTIES

7.1 The representations and warranties made by the Parties and contained in this Agreement will continue in full force and effect for the benefit of the respective Party or Parties, as applicable, subject to the following:

- (a) except as provided in subsections 7.1(b) and 7.1(c) below, the Parties may make or bring any claim for a period of 12 months from the Closing Date;
- (b) any claim which is based upon or relates to the tax liability of City View or Icon for a particular taxation year may be made or brought at any time prior to the expiration of the period (if any) during which an assessment, reassessment or other form of recognized document assessing liability for tax, interest or penalties in respect of such taxation year under applicable tax legislation could be issued, assuming that a waiver or similar document extending such period has not been filed; and
- (c) any claim which is based upon or relates to the title to the Consideration Securities or City View Securities in connection with this Agreement or which is based upon an intentional misrepresentation or fraud by Icon, City View or the Securityholders may be brought at any time.

After the expiration of the period of time referred to in subsection 7.1(a), Icon, City View and the Securityholders will be released from any and all obligations and liabilities in respect of the representations and warranties made by each of them and contained in this Agreement or in any document or certificate given in order to carry out the transactions contemplated hereby, except with respect to any claims made by any of the Parties in writing prior to the expiration of such period and subject to the rights of each of the Parties to make any claim permitted by subsections 7.1(b) and (c).

8. CLOSING AND CLOSING DATE

8.1 The Closing of the Transaction will occur at 10:00 a.m. at Icon's offices on the day mutually agreed to by Icon and City View within five (5) Business Days following the date of removal of the last of the conditions precedent set out in sections 9.1 and 9.3 below (the "**Closing Date**"), and in any event the Closing Date will be no later than the Closing Deadline, at which time the Transaction will be completed.

8.2 Notwithstanding the location of the Closing, each Party hereto agrees that the Closing may be completed on the Closing Date by exchange of documents between the legal counsels for the Parties.

9. CLOSING CONDITIONS

9.1 The obligations of Icon to carry out the terms of this Agreement and to complete the Transaction is subject to the satisfaction of, or compliance with, at or before the Closing, each of the following conditions precedents. Completion of the Closing by Icon will be deemed to mean a waiver of all conditions to Closing set out below:

- (a) satisfactory completion of due diligence by Icon on City View's business, Assets, operations, financial position, financial performance and any further matters relevant to Icon, in each case to the satisfaction of Icon;
- (b) each and all of the Securityholders will have acknowledged their consent to be bound by the terms of this Agreement by execution of their respective Securityholder Certificate and delivered same to Icon on or before the date that is 15 days after the Execution Date, unless such date is extended by Icon by written notice delivered to City View;
- (c) the warranties and representations of each of the Securityholders as set forth in their respective Securityholder Certificates will be true and correct in every Material aspect on the Closing Date as if such warranties and representations had been made by each of them to the extent of their own interest in the City View Securities on the Closing Date;
- (d) the warranties and representations of City View as set forth in section 6.1 of this Agreement will be true and correct in every Material aspect on the Closing Date as if such warranties and representations had been made by City View on the Closing Date;
- (e) City View and the Securityholders will have performed and complied with all of their respective obligations, covenants and agreements hereunder;
- (f) this Agreement, the Transaction Documents and all other documents necessary or reasonably required to be executed and delivered by City View and the Securityholders in order to consummate the Transaction, all in form and substance reasonably satisfactory to Icon, will have been executed and delivered to Icon;
- (g) if required by the Exchange, Health Canada will have granted the ACMPR License to City View pursuant to the ACMPR Application, or such other license as will constitute Icon meeting applicable Exchange listing requirements on completion of the Transaction and as will be acceptable to Icon, acting reasonably, and the Exchange;
- (h) all consents, renunciations, authorizations or approvals of third parties, which, in Icon's reasonable opinion must be obtained prior to the Closing in order to give effect to the Transaction, will have been obtained to Icon's satisfaction or in accordance with the relevant agreements, covenants or Applicable Laws;
- (i) the City View Securities will not be subject to any cease trade order and no injunction or restraining Order of any Governmental Body of competent jurisdiction will be in effect prohibiting the Transaction and no action or proceeding will have been instituted or be pending before any court or administrative tribunal to restrain or prohibit the Transaction;
- (j) no claim will have been asserted or made that any person (other than Icon or the Securityholders) is the holder or the beneficial owner of, or has the right to acquire or to obtain beneficial ownership of, any of the City View Securities, or any other voting,

equity, or ownership interest in, City View, or (other than the Securityholders) is entitled to all or any portion of the Consideration Securities;

- (k) no Material Adverse Effect will have occurred with respect to City View;
- (l) as at the Closing Date, the City View Contracts and the ACMPR License, if issued at the time, will be in good standing, and in full force and effect; and
- (m) Icon will have received from City View and/or the Securityholders the documents set out in section 10.1 below.

9.2 The conditions set forth in section 9.1 above are for the exclusive benefit of Icon and, subject to section 9.5, unless satisfied or waived by Icon in writing in whole or in part at any time on or before the Closing Deadline, this Agreement will be at an end and the Parties will be released from their obligations under this Agreement. All Parties hereto will use their best reasonable efforts to complete the conditions precedent set out in section 9.1 above.

9.3 The obligations of City View and the Securityholders to carry out the terms of this Agreement and to complete the Transaction is subject to the satisfaction of, or compliance with, at or before the Closing, each of the following conditions precedent. Completion of the Closing by City View and the Securityholders will be deemed to mean a waiver of all conditions to Closing set out below:

- (a) satisfactory completion of due diligence by City View on Icon's business, assets, operations, financial position, financial performance and any further matters relevant to City View (on its own behalf and on behalf of the Securityholders), in each case to the satisfaction of City View (on its own behalf and on behalf of the Securityholders);
- (b) the warranties and representations of Icon as set forth in section 4.1 of this Agreement will be true and correct in every Material aspect on the Closing Date as if such warranties and representations had been made by Icon on the Closing Date;
- (c) Icon will have performed and complied with all of its obligations, covenants and agreements hereunder;
- (d) Icon will have completed the Icon Consolidation prior to the Closing;
- (e) all consents, renunciations, authorizations or approvals of third parties, which, in City View's reasonable opinion must be obtained prior to the Closing in order to give effect to the Transaction will have been obtained to City View's satisfaction or in accordance with the relevant agreements, covenants or Applicable Laws;
- (f) the Consideration Securities will not be subject to any trading halt, suspension or cease trade order and no injunction or restraining Order of any Governmental Body of competent jurisdiction will be in effect prohibiting the transactions contemplated by this Agreement and no action or proceeding will have been instituted or be pending before any court or administrative tribunal to restrain or prohibit the Transaction;
- (g) no Material Adverse Effect will have occurred with respect to Icon; and
- (h) City View, on its own behalf and on behalf of the Securityholders, will have received from Icon the documents set out in section 10.2 below.

9.4 The conditions set forth in section 9.3 above are for the exclusive benefit of each of the Securityholders and, subject to section 9.5, unless satisfied or waived by City View on behalf of all Securityholders in writing in whole or in part at any time on or before the Closing Deadline, this Agreement will be at an end and the Parties will be released from their obligations under this Agreement. All Parties hereto will use their best reasonable efforts to complete the conditions precedent set out in section 9.3 above.

9.5 The Parties acknowledge that the conditions precedent contained in subsections 9.1(g), 9.1(h), 9.1(i), 9.3(d), 9.3(e) and 9.3(f) cannot be waived.

10. DELIVERIES ON CLOSING

10.1 On or before Closing, City View and/or the Securityholders, as applicable, will deliver or cause to be delivered to Icon the following documents:

- (a) from each Shareholder:
 - (i) a duly completed and executed Securityholder Certificate in form attached as Schedule “B”;
 - (ii) the share certificate or certificates representing the City View Shares issued to such Shareholder and all such corresponding instruments of transfer, duly executed and in registrable form, which, in the opinion of Icon, acting reasonably, are necessary to effect and evidence the transfer of the City View Shares to Icon, free and clear of all Encumbrances; and
 - (iii) if required by the Exchange to be delivered by such Shareholder, an Escrow Agreement in form prescribed by the Exchange, among Icon, the Escrow Agent and such Shareholder as may be required by the Exchange to be parties thereto, duly executed by such Shareholder;
- (b) from each Optionholder:
 - (i) a duly completed and executed Securityholder Certificate in form attached as Schedule “B”; and
 - (ii) if required by the Exchange to be delivered by such Optionholder, an Escrow Agreement in form prescribed by the Exchange, among Icon, the Escrow Agent and such Optionholder as may be required by the Exchange to be parties thereto, duly executed by such Optionholder;
- (c) a certified copy of resolutions of the City View Board approving this Agreement and the Transaction Documents, the Closing, the transfer of the City View Shares to Icon, the registration of the City View Shares in the name of Icon, the issue of one or more share certificates representing the City View Shares registered in the name of Icon, the termination and cancellation of the City View Options, the matters set out in section 11.5 below and all other matters contemplated by this Agreement;

- (d) a certificate executed by an officer of City View certifying that (i) all representations and warranties of City View set forth in this Agreement are true and correct, (ii) all covenants and conditions of City View and the Securityholders set forth in this Agreement have been performed, complied with or waived, in each case in all Material respects, as at the Closing, and (iii) all of the City View Contracts are in good standing as at the Closing Date;
- (e) duly executed resignations from each director and officer of City View, dated effective as of the Closing Date;
- (f) a duly executed consent to act as a director of Icon from City View's nominee director with respect to his appointment to Icon's Board as a non-executive director;
- (g) if required by the Exchange, evidence satisfactory to Icon, acting reasonably, that an ACMPR Licence, or such other license as is acceptable to Icon, acting reasonably, and the Exchange, has been granted to City View and is in good standing as at the Closing Date; and
- (h) such other documents as Icon may reasonably require to close the Transaction and effect all transactions contemplated hereby.

10.2 On or before Closing, Icon will deliver or cause to be delivered to City View, on its behalf and on behalf of the Securityholders, the following documents:

- (a) share certificates or DRS statements issued in the names of the Shareholders evidencing their ownership of Consideration Shares in such amounts as determined in accordance with subsection 2.2(a) above; *provided, however*, that certificates evidencing any Consideration Shares required to be held in escrow in accordance with the requirements of the Exchange will be delivered directly to the Escrow Agent on behalf of the applicable Shareholders;
- (b) option commitment forms issued in the names of the Optionholders evidencing their ownership of Consideration Options in such amounts as determined in accordance with subsection 2.2(b) above; *provided, however*, that option commitment forms corresponding to any Consideration Options required to be held in escrow in accordance with the requirements of the Exchange will be delivered directly to the Escrow Agent on behalf of the applicable Optionholders;
- (c) if required, an escrow agreement in form satisfactory to the Exchange, among Icon, the Escrow Agent and such Securityholders as may be required by the Exchange to be parties thereto, duly executed by Icon;
- (d) a certified copy of resolutions of the Icon Board approving this Agreement and the Transaction Documents, the Closing, the acquisition of the City View Securities from the Securityholders, the issuance of the Consideration Securities to the Securityholders, the matters set out in section 11.6 below and all other matters contemplated by this Agreement;
- (e) a certificate executed by an officer of Icon certifying that all representations and warranties of Icon set forth in this Agreement are true and correct, and all covenants and

conditions of Icon set forth in this Agreement have been performed, complied with or waived, in each case in all material respects, as at the Closing;

- (f) a certified copy of the written shareholder consents referenced in subsection 3.1(a) or the minutes from the Icon Meeting referenced in subsection 3.1(b), as applicable, evidencing the requisite approval of the Icon shareholders to the Transaction;
- (g) evidence of the conditional approval of the Exchange for the completion of the Transaction and the listing and posting for trading of the Icon Post-Consolidation Shares (including the Consideration Shares and the Icon Post-Consolidation Shares issuable on exercise of the Consideration Options) on the Exchange; and
- (h) such other documents as City View may reasonably require to close the Transaction and effect all transactions contemplated hereby.

10.3 The Parties' obligations at Closing are interdependent and will take place simultaneously, as nearly as possible, unless otherwise agreed by City View (on its own behalf and on behalf of the Securityholders) and Icon, except that Icon may, in its sole discretion, waive any or all of the actions that a Securityholder is required to perform under this Article 10.

10.4 If any Securityholder (the "**Defaulting Party**") fails to satisfy its obligations under this Article 10 in any Material respect on the day and at the place and time for Closing then Icon may give the Defaulting Party a notice requiring the Defaulting Party to satisfy those obligations within a period of 10 Business Days from the date of the notice and declaring time to be of the essence. If the Defaulting Party fails to satisfy those obligations within those 10 Business Days Icon may, without limitation to any other rights it may have, terminate this Agreement by giving written notice to the other Parties.

10.5 If Icon fails to satisfy its obligations under this Article 10 in any Material respect on the day and at the place and time for Closing then City View may give Icon a notice requiring Icon to satisfy those obligations within a period of 10 Business Days from the date of the notice and declaring time to be of the essence. If Icon fails to satisfy those obligations within those 10 Business Days City View may, without limitation to any other rights it may have, terminate this Agreement on its own behalf and on behalf of the Securityholders by giving written notice to Icon.

11. ADDITIONAL COVENANTS OF THE PARTIES

11.1 Additional Covenants of Icon. Icon will perform all obligations required or desirable to be performed by it under this Agreement and will do all such other acts and things as may be necessary or desirable in order to consummate and make effective, as soon as reasonably practicable, the transactions contemplated in this Agreement and without limiting the generality of the foregoing, Icon will:

- (a) use commercially reasonable efforts to obtain approval of the Icon shareholders and the Exchange in accordance with the terms of this Agreement; and
- (b) use commercially reasonable efforts to satisfy all conditions set forth in section 9.3 of this Agreement.

11.2 Additional Covenants of City View. City View will perform all obligations required or desirable to be performed by it under this Agreement and will do all such other acts and things as may be necessary or desirable in order to consummate and make effective, as soon as reasonably practicable, the transactions contemplated in this Agreement and without limiting the generality of the foregoing, City View will use commercially reasonable efforts to satisfy all conditions set forth in section 9.1 of this Agreement.

11.3 Ordinary Course of Business - Icon. Except as otherwise contemplated or permitted by this Agreement, during the period from the Execution Date to the Closing, Icon will:

- (a) conduct its business in the ordinary course and in a continuous fashion and will not, without the prior written consent of City View, acting reasonably:
 - (i) enter into any transaction which would constitute a breach of its representations, warranties or agreements contained herein;
 - (ii) issue any securities of Icon other than Icon Shares (or Icon Post-Consolidation Shares, as the case may be) issuable on conversion or exercise of previously issued convertible securities of Icon, subject to Icon being permitted to issue securities for the purpose of raising funds for ongoing working capital requirements, including costs related to this Agreement, it being acknowledged by City View that Icon is a reporting public company not generating revenue and, as such, may be required to raise funds via capital raisings in order to continue as a going concern;
 - (iii) enter into any Material agreement or any agreement with a related party or associate of a related party (other than in respect of compensation for services to the party consistent with prior practice);
 - (iv) dispose of any Material asset;
 - (v) grant any interest in Icon's assets to a third party;
 - (vi) alter its articles or notice of articles;
 - (vii) declare, set aside or pay any dividend, or make or agree to make any other distribution or payment, in respect of Icon's share capital;
 - (viii) conduct any recapitalization, restructuring or reorganization; or
 - (ix) incur any Material expenditures outside the ordinary course of business;
- (b) comply with all Applicable Laws affecting the operation of its business; and
- (c) use commercially reasonable efforts to preserve intact its business and its assets, operations and affairs and carry on its business substantially as currently conducted.

11.4 Ordinary Course of Business – City View. Except as otherwise contemplated or permitted by this Agreement, during the period from the Execution Date to the Closing, City View will:

- (a) conduct its business in the ordinary course and in a continuous fashion and will not, without the prior written consent of Icon, acting reasonably:
 - (i) enter into any transaction which would constitute a breach of its or any Securityholder's representations, warranties or agreements contained herein;
 - (ii) issue any securities of City View other than:
 - (A) up to 666,667 City View Shares at a purchase price of not less than \$1.50 per City View Share for aggregate gross proceeds of not less than \$1,000,000;
 - (B) that number of City View Shares as is equal to 19.99% of the then issued City View Shares on closing of the transaction contemplated in the Mutual Share Issuance Agreement; and
 - (C) City View Shares issuable on exercise of previously issued City View Options;
 - (iii) declare, set aside or pay any dividend, or make or agree to make any other distribution or payment, in respect of City View's share capital;
 - (iv) permit to be taken or suffer any action which would in any way impair or derogate from the right of Icon to acquire on the Closing Date all right, title and interest, both real and beneficial, in and to the City View Securities, free and clear of Encumbrances whatsoever;
 - (v) sell, transfer, assign or otherwise deal with any part of the Assets or its interest therein;
 - (vi) create or allow any Encumbrance over any Assets;
 - (vii) enter into any Material agreement or any agreement with a related party or associate of a related party; or
 - (viii) create or incur any new expenditures, liabilities or obligations totaling \$5,000 or more (other than in relation to the reasonable fees and disbursements of City View's legal counsel);
- (b) keep each Material Contract, the ACMPR Application and, when issued, the ACMPR License, in good standing in all respects;
- (c) not terminate any Material Contract, the ACMPR Application and, when issued, the ACMPR License, nor render it liable for cancellation, revocation, termination or suspension;
- (d) pass on to Icon any Material notices or communications which it receives about any Assets, including Material Contracts, the ACMPR Application and, when issued, the ACMPR License, as the case may be, from time to time;
- (e) comply with all Applicable Laws affecting the operation of its business; and

- (f) use commercially reasonable efforts to preserve intact its business and the Assets, operations and affairs and carry on its business substantially as currently conducted.

11.5 City View Board Changes. At or before Closing and only if required by Icon at the time, the current sole director of City View will adopt resolutions appointing a nominee or nominees of Icon to the City View Board and the current sole director and officer of City View will resign from such positions, all of which will be effective on Closing.

11.6 Icon Board Changes. At or before Closing, the Icon Board will adopt resolutions appointing one (1) City View nominee to the Icon Board as a non-executive director, subject to such person being acceptable to Icon, acting reasonably, and to the Exchange, which appointment will be effective on Closing.

11.7 Consents. Each of Icon and City View covenant and agree that they will, from the Execution Date and prior to the Closing Date, use commercially reasonable efforts to obtain:

- (a) the consents, renunciations and approvals of third parties which are necessary to complete the Transaction, including the approval of the Exchange;
- (b) the approval of the Transaction from the shareholders of Icon at the Icon Meeting; and
- (c) all necessary Icon Board and City View Board approvals.

11.8 Exclusivity. During the period from the Execution Date until the Closing Date or termination of this Agreement in accordance with Article 13, whichever occurs first, City View and the Securityholders covenant and agree that they will not, directly or indirectly,

- (a) enter into any discussions, negotiations, agreements (binding or otherwise) with any person (or encourage, solicit or procure any person to do any of those things) in relation to a sale of, or an option to sell, all or some of the Assets or the City View Securities;
- (b) grant any rights over the Assets or the City View Securities or contract to sell the Assets or the City View Securities, except as disclosed to Icon prior to the Execution Date;
- (c) encumber, assign, charge or otherwise dispose of the Assets or the City View Securities or any of City View's rights in respect of the Assets or the Securityholders' rights in respect of the City View Securities; or
- (d) provide any information relating to the Assets to any third party, except to Icon.

City View acknowledges that Icon has incurred certain costs and expenses in respect of its due diligence of City View and the negotiation and preparation of this Agreement and hereby agrees to indemnify and keep indemnified Icon against all such costs and expenses incurred by Icon in the event City View or any of the Securityholders breaches this section 11.8.

11.9 Confidentiality. Each of Icon and City View (the "**Receiving Party**") shall keep confidential any confidential information, trade secrets or confidential financial or business documents (collectively the "**Confidential Information**") received by it from the other Party (the "**Disclosing Party**") concerning the Disclosing Party or its business and shall not disclose such Confidential Information to any third party; provided that any of such Confidential Information may be disclosed to the Receiving Party's directors,

officers, employees, representatives and professional advisors who need to know such Confidential Information in connection with the transactions contemplated hereby (provided the Receiving Party shall use its best efforts to ensure that such directors, officers, employees, representatives and professional advisors keep confidential such Confidential Information) and provided further that a Receiving Party will not be liable for disclosure of Confidential Information upon occurrence of one or more of the following events:

- (a) Confidential Information becoming generally known to the public other than through a breach of this Agreement;
- (b) Confidential Information being lawfully obtained by the Receiving Party from a third party or parties without breach of this Agreement by the Receiving Party, as shown by documentation sufficient to establish the third party as a source of Confidential Information;
- (c) Confidential Information being known to the Receiving Party prior to disclosure by the Disclosing Party or its affiliates, as shown by documentation sufficient to establish such knowledge; or
- (d) the Disclosing Party having provided their prior written approval for such disclosure by the Receiving Party.

In the event this Agreement is terminated in accordance with the provisions hereof, the Receiving Party shall: (i) use its best efforts to ensure that all documents prepared or obtained in the course of its investigations of the Disclosing Party or its business and all copies thereof are either destroyed or returned to the Disclosing Party so as to insure that, so far as possible, any Confidential Information obtained during and as a result of such investigations by the directors, officers, employees, representatives and professional advisors of the Receiving Party is not disseminated beyond those individuals concerned with such investigations; and (ii) not directly or indirectly, use for its own purposes, any Confidential Information, discovered or acquired by the directors, officers, employees representatives and professional advisors of the Receiving Party as a result of the Disclosing Party making available to them those documents and assets relating to the business of the Disclosing Party.

11.10 Notification.

- (a) Between the Execution Date and the Closing, each of the Parties hereto will: (i) promptly notify the other Parties in writing if any such Party becomes aware of any fact or condition that causes or constitutes a breach of any of the representations and warranties set forth herein; and (ii) promptly notify the other Parties of the occurrence of any breach of any covenant set forth herein or of the occurrence of any event that may make the satisfaction of any condition set forth herein impossible or unlikely.
- (b) No Party hereto may elect not to complete the transactions contemplated hereby pursuant to the conditions set forth herein, or exercise any termination right arising therefrom, unless forthwith, and in any event prior to the Closing, the Party intending to rely thereon has delivered a written notice to the other Parties specifying, in reasonable detail, all breaches of covenants, representations and warranties or other matters which the Party delivering such notice is asserting as the basis for the termination right.

- (c) City View and the Securityholders agree that any notice provided by Icon to City View under any provision of this Agreement will be deemed to also constitute notice to each of the Securityholders.

11.11 City View to Review Documents. Icon will provide to City View, for review and comment, drafts of all documents relating to this Agreement, the Transaction and the Icon Meeting (including, without limitation, any announcements, shareholder notices or explanatory statements or independent expert's reports). Icon will consult in good faith with City View in relation to the form and content of such documents and consider, in good faith, City View's reasonable comments to such drafts.

12. PERSONAL INFORMATION

12.1 Each individual Securityholder acknowledges that this Agreement (including the Schedules hereto) requires the Securityholder to provide to Icon certain personal information (as that term is defined under applicable privacy legislation, including, without limitation, the *Personal Information Protection and Electronic Documents Act* (Canada) and any other applicable similar replacement or supplemental provincial or federal legislation or laws in effect from time to time). Such information is being collected by Icon for the purposes of completing the Transaction, which includes, without limitation, determining the Securityholder's eligibility to acquire the Consideration Securities under Applicable Securities Laws, preparing and registering certificates representing the Consideration Securities to be issued hereunder and completing filings required by applicable Regulatory Authorities, including the Exchange (if and as required). Each Securityholder acknowledges and consents, as to information relating to such Securityholder only, to Icon retaining their personal information for so long as permitted or required by Applicable Law or business practices. The Securityholder acknowledges and consents, as to information relating to such Securityholder only, to the fact that the Securityholder's personal information may be disclosed by Icon to: (a) applicable Regulatory Authorities or the Exchange (if and as required); (b) Icon's registrar and transfer agent; (c) any government agency, board or other entity; and (d) any of the other parties involved in the Transaction, including Icon and its legal counsel, and such information may be included in record books in connection with the Transaction. By executing this Agreement, the Securityholder is deemed to be consenting, as to information relating to such Securityholder only, to the foregoing collection, use and disclosure of the Securityholder's personal information. The Securityholder also consents, as to information relating to such Securityholder only, to the filing of copies of originals of any of the documents described in this Agreement as may be required to be filed with applicable Regulatory Authorities or the Exchange (if and as required) in connection with the transactions contemplated herein and consents to the disclosure of such information to the public through the filing of a report of trade with applicable Regulatory Authorities.

12.2 The Securityholder acknowledges and consents to:

- (a) the disclosure by the Securityholder and Icon of Personal Information (defined below) concerning the Securityholder to a Regulatory Authority or to the Exchange and its affiliates, authorized agents, subsidiaries and divisions; and
- (b) the collection, use and disclosure of Personal Information by the Exchange for the following purposes (or as otherwise identified by the Exchange, from time to time):
 - (i) to conduct background checks;
 - (ii) to verify the Personal Information that has been provided about the Securityholder;

- (iii) to consider the suitability of the Securityholder as a holder of securities of Icon;
- (iv) to consider the eligibility of Icon to continue to list on the Exchange;
- (v) to provide disclosure to market participants as to the security holdings of Icon's shareholders, and their involvement with any other reporting issuers, issuers subject to a cease trade order or bankruptcy, and information respecting penalties, sanctions or personal bankruptcies, and possible conflicts of interest with Icon;
- (vi) to detect and prevent fraud;
- (vii) to conduct enforcement proceedings; and
- (viii) to perform other investigations as required by and to ensure compliance with all applicable rules, policies, rulings and regulations of the Exchange, securities legislation and other legal and regulatory requirements governing the conduct and protection of the public markets in Canada.

12.3 The Securityholder also acknowledges that:

- (a) the Exchange also collects additional Personal Information from other sources, including securities regulatory authorities in Canada or elsewhere, investigative law enforcement or self regulatory organizations, and regulations service providers to ensure that the purposes set forth above can be accomplished;
- (b) the Personal Information the Exchange collects may also be disclosed to the agencies and organizations referred to above or as otherwise permitted or required by law, and they may use it in their own investigations for the purposes described above;
- (c) the Personal Information may be disclosed on the Exchange's website, in forms Icon is required to post on the Exchange's website, or through printed materials published by or pursuant to the direction of the Exchange; and
- (d) the Exchange may from time to time use third parties to process information and provide other administrative services, and may share the information with such providers.

12.4 The Securityholder further acknowledges and consents to the fact that:

- (a) Icon will deliver certain personal information, including information regarding the name, address, telephone number and amount subscribed for, to applicable Regulatory Authorities, including the Exchange;
- (b) the information is being collected indirectly by the Regulatory Authorities under authority granted to them in securities legislation;
- (c) the information is being collected for the purposes of the administration and enforcement of such securities legislation;

- (d) the Securityholder can contact the public official in each applicable Canadian jurisdiction who can answer questions about this indirect collection of Personal Information is set out in Schedule “E”; and
- (e) the Exchange collects personal information in forms submitted by Icon, which will include personal information regarding the Securityholder.

13. TERMINATION

13.1 This Agreement may be terminated at any time prior to the Closing by mutual agreement of Icon and City View. Unless otherwise agreed in writing by Icon and City View, this Agreement shall terminate without further notice or agreement in the event that:

- (a) any permanent injunction or other Order of a Governmental Body preventing the consummation of the Transaction has become final and non-appealable;
- (b) the Transaction is rejected by the Exchange and all recourse or rights of appeal have been exhausted; or
- (c) the Closing has not occurred by the Closing Deadline.

13.2 In the event of the termination of this Agreement as provided in section 13.1, this Agreement will be of no further force or effect, provided, however, that no termination of this Agreement will relieve any party hereto of liability for any breaches of this Agreement that are based on a wrongful refusal or failure to perform any of its respective obligations under this Agreement. Notwithstanding termination of this Agreement in accordance with this Articles 13, the Parties agree that sections 11.9, 14.3 and 14.11 will remain in effect.

14. GENERAL PROVISIONS

14.1 Entire Agreement. This Agreement, together with the agreements and other documents herein or therein referred to, constitute the entire agreement between the Parties pertaining to the subject matter hereof and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, between the Parties with respect to the subject matter hereof. For greater certainty, this Agreement supersedes in its entirety the Original Agreement and the Original Agreement will have no further force and effect upon execution of this Agreement by Icon and City View.

14.2 Announcements. None of the Parties will make any press release, public announcement or public statement about the transactions contemplated herein which has not been previously approved by Icon and City View, except that Icon may make a press release or filing with a Regulatory Authority if counsel for Icon advises that such press release or filing is necessary under Applicable Securities Laws or the rules and policies of the Exchange, provided that Icon will provide City View with the opportunity to review and provide comments prior to dissemination.

14.3 Time of Essence. Time is and will be of the essence of each and every provision of this Agreement.

14.4 Costs. Except as expressly provided herein, each Party will pay its own expenses in connection with the Transaction and will execute and deliver all such further documents and instruments, give all such

further assurances, and do all such acts and things as the other Parties may, either before or after the Closing Date, reasonably require to carry out the full intent and meaning of this Agreement, but without payment of any consideration therefor. The cost of all regulatory and Exchange filing fees will be borne by Icon.

14.5 Binding upon Execution by All Parties. This Agreement does not become effective and binding until it has been executed and delivered by Icon, City View and all of the Securityholders.

14.6 Further Assurances. The Parties will execute and deliver all such further documents, do or cause to be done all such further acts and things, and give all such further assurances as may be necessary to give full effect to the provisions and intent of this Agreement.

14.7 Enurement. This Agreement will enure to the benefit of and be binding upon the Parties and each of their respective heirs, successors, liquidators, executors and administrators and permitted assigns.

14.8 Assignment. Neither this Agreement nor any of the rights, interests or obligations under this Agreement will be assigned, in whole or in part, by operation of law or otherwise by any of the Parties without the prior written consent of City View and Icon. Any purported assignment without such consent will be void.

14.9 Amendment. This Agreement may not be amended except by an instrument in writing signed by each of the Parties hereto.

14.10 Severability. In the event that any provision of this Agreement is held unenforceable or invalid by a court of law, this Agreement will be read as if such unenforceable or invalid provision were removed.

14.11 Waiver. The Parties agree that:

- (a) a Party's failure or delay to exercise a power or right does not operate as a waiver of that power or right;
- (b) the failure to exercise a power or right does not preclude either its exercise in the future or the exercise of any other power or right;
- (c) a waiver is not effective unless it is in writing; and
- (d) waiver of a power or right is effective only in respect of the specific instance to which it relates and for the specific purpose for which it is given.

14.12 Jurisdiction of Law. This Agreement, the legal relations between the parties and the adjudication and the enforcement thereof, will be governed by and interpreted and construed in accordance with the substantive laws of the Province of British Columbia and the federal laws of Canada applicable therein, without regard to applicable choice of law provisions thereof. The Parties agree that any action, suit or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby will be brought in a suitable court located in the Province of British Columbia and each Party irrevocably submits to the exclusive jurisdiction of those courts.

14.13 Notice. Any notice under this Agreement will be given in writing and must be delivered by hand, e-mail or by fax to the parties at:

If to Icon:

Mr. Rob Fia, President & CEO
320 – 157 Adelaide Street West
Toronto, Ontario M5H 4E7
E-mail: rfia@iconexploration.com

With a copy (which shall not constitute notice hereunder) to:

K MacInnes Law Group
Suite 1100 – 736 Granville Street
Vancouver, BC V6Z 1G3
Attention: Ms. Kathleen MacInnes
Fax: 1-604-633-4897; Email: kmacinnes@macinneslaw.com

If to the Securityholders or City View:

Mr. David Roff, CEO
2590672 Ontario Inc.
738 – 157 Adelaide Street West
Toronto, Ontario M5H 4E7
E-mail: david@braveinvestment.com

With a copy (which shall not constitute notice hereunder) to:

Peterson McVicar LLP
Suite 806, 390 Bay Street
Toronto, Ontario M5H 2Y2

Att: Dennis Peterson
Fax: (647) 259-1985; Email: dhp@petelaw.com

or to such other addresses as may be given in writing by the Parties in the manner provided for in this paragraph.

If notice is sent by e-mail or facsimile transmission or is delivered, it will be deemed to have been given at the time of transmission or delivery. If notice is mailed, it will be deemed to have been received on the 5th Business Day following the date of mailing of the notice. If there is an interruption in normal mail service due to strike, labour unrest or other cause at or prior to the time a notice is mailed, the notice will be sent by e-mail or facsimile transmission or will be delivered.

14.14 Independent Legal Advice. Each of the Parties hereto acknowledges having obtained its own independent legal advice, and that this Agreement will be construed neither strictly for nor strictly against any party, irrespective of which party was responsible for drafting this Agreement.

14.15 Counterparts. This Agreement, including the Securityholder Certificates, and any other writing delivered in connection herewith, may be executed in any number of counterparts with the same effect as if all Parties had signed the same documents, and all such counterparts and adopting instruments will be construed together and will constitute one and the same instrument. The execution of this Agreement and any other writing by any Party hereto or thereto will not become effective until counterparts hereof or thereof, as the case may be, have been executed by all the Parties hereto or thereto. This Agreement may also be executed and delivered by any Party by sending a faxed, e-mailed or other form of electronic communication capable of producing a printed copy to each of Icon and City View, which when so delivered will be considered for all purposes to be good delivery, as if it were an original signature of that Party.

EXECUTION PAGE FOLLOWS

IN WITNESS WHEREOF this Agreement has been executed by the Parties hereto as of the date first above written.

ICON EXPLORATION INC.

Per: “Authorized Signatory”
Authorized Signatory

2590672 ONTARIO INC.

Per: “Authorized Signatory”
Authorized Signatory

AND EACH OF THE SECURITYHOLDERS, WHOSE AGREEMENT WILL BE EVIDENCED BY EXECUTION OF THE SECURITYHOLDER CERTIFICATE.

SCHEDULE "A"

**to the Amended and Restated Securities Exchange Agreement between Icon, City View and
the Securityholders dated December 5, 2018**

**A. LIST OF SHAREHOLDERS, CITY VIEW SHARES OWNED BY THE
SHAREHOLDERS AND CONSIDERATION SHARES TO BE ISSUED**

SHAREHOLDER INFORMATION REDACTED

**B. LIST OF OPTIONHOLDERS, CITY VIEW OPTIONS HELD BY THE
OPTIONHOLDERS AND CONSIDERATION OPTIONS TO BE ISSUED**

OPTIONHOLDER INFORMATION REDACTED

SCHEDULE “B”
to the Securities Exchange Agreement between Icon, City View and
the Securityholders dated December 5, 2018

SECURITYHOLDER CERTIFICATE

Capitalized terms used but not otherwise defined in this certificate (this “**Certificate**”) will have the meanings given to such terms in that certain Securities Exchange Agreement (the “**Agreement**”) among Icon Exploration Inc. (“**Icon**”), 2590672 Ontario Inc. (“**City View**”) and the Securityholders of City View, including the undersigned (the “**Undersigned**”).

In connection with the issuance of the Consideration Shares to the Undersigned (if the Undersigned is a Shareholder) and/or Consideration Options to the Undersigned (if the Undersigned is an Optionholder), the Undersigned hereby represents, warrants, acknowledges and agrees, as an integral part of the Agreement, that, as at the Execution Date and as at the Closing Date:

1. this Certificate forms part of the Agreement (a copy of which has been provided to the Undersigned) and by executing this Certificate, the Undersigned agrees to be bound by all terms, conditions and obligations of or relating to the Undersigned contained in the Agreement, and all of such terms, conditions and obligations, and any representations, warranties and covenants of the Undersigned contained in the Agreement, are expressly incorporated by reference herein;
2. the Undersigned is the registered and beneficial owner of the number of City View Shares and/or City View Options, as the case may be, set out below, all of which are fully paid and free and clear of all Encumbrances, and the Undersigned has no interest, legal or beneficial, direct or indirect, in any other securities of, or the assets or business of, City View;
3. except as previously disclosed to Icon, no person has or will have any agreement or option or any right capable at any time of becoming an agreement to purchase or otherwise acquire the City View Shares and/or the City View Options, as the case may be, held by the Undersigned, or to require the Undersigned to sell, transfer, assign, pledge, charge, mortgage or in any other way dispose of or encumber any of the City View Shares and/or the City View Options, as the case may be, held by the Undersigned, other than under the Agreement;
4. there are no agreements, escrow, pooling or other arrangements that could restrict the transfer of any of the issued and outstanding City View Shares held by the Undersigned and/or the cancellation of any of the City View Options held by the Undersigned, as the case may be, and, if applicable, no voting agreements, shareholders’ agreements, voting trusts, or other arrangements restricting or affecting the voting of any of the City View Shares held by the Undersigned to which the Undersigned is a party or of which the Undersigned is aware;
5. the Undersigned has the legal capacity and competence to enter into the Agreement and execute this Certificate and to take all actions required pursuant hereto and, if it is a corporate entity, it is duly incorporated and validly subsisting under the laws of its jurisdiction of incorporation and all necessary approvals by its directors, shareholders and others have been obtained to authorize execution and performance of this Agreement on behalf of the Undersigned, and to transfer the beneficial title and ownership of its respective City View Shares to Icon and/or to agree to the cancellation of its respective City View Options, as the case may be;
6. the entry into and performance of this Agreement by the Undersigned does not constitute a breach of any obligation or default under an agreement by which the Undersigned is bound;

7. no event of insolvency has occurred in relation to the Undersigned nor is there any act which has occurred or any omission made which may result in an event of insolvency occurring in relation to the Undersigned;
8. the Undersigned is not aware of any current, pending or threatened litigation, investigation or proceedings which could affect the Undersigned's interest in the City View Shares and/or the City View Options, as the case may be, held by the Undersigned;
9. no Governmental Authorization, and no registration, declaration or filing by the Undersigned with any Governmental Body, is required in order for the Undersigned to:
 - (a) consummate the Transaction,
 - (b) execute and deliver all of the Transaction Documents to be delivered by the Undersigned under the Agreement,
 - (c) duly perform and observe the terms and provisions of the Agreement, or
 - (d) render the Agreement legal, valid, binding and enforceable;
10. all of the information which the Undersigned has provided to Icon in this Certificate and in the Agreement is correct and complete, and if there should be any change in such information prior to the Closing, the Undersigned will immediately notify Icon in writing, of the details of any such change;
11. Icon is entitled to rely on the acknowledgements, agreements, representations and warranties and the statements and answers of the Undersigned contained in this Certificate, and as set out in Article 5 of the Agreement, the Undersigned will indemnify and hold harmless Icon from any Loss or damage it may suffer as a result of any such acknowledgements, agreements, representations and/or warranties made by the Undersigned not being true and correct;
12. the entering into of the Agreement and the transactions contemplated therein do not result in the violation of any of the terms and provisions of any Applicable Laws, Applicable Securities Laws or, if applicable, the constating documents of the Undersigned or of any agreement, written or oral, to which the Undersigned may be a party or by which the Undersigned is or may be bound;
13. if the Undersigned is a Shareholder, the Undersigned is acquiring the Consideration Shares for its own account, for investment purposes only and not with a view to resale or distribution or other disposition of the Consideration Shares in violation of Applicable Securities Laws;
14. if the Undersigned is an Optionholder, the Undersigned is acquiring the Consideration Options for its own account, for investment purposes only and not with a view to resale or distribution or other disposition of the Consideration Options or the Icon Shares issuable on exercise of the Consideration Options in violation of Applicable Securities Laws;
15. there may be material tax consequences to the Undersigned as a result of (i) the disposition of the City View Shares or the acquisition or disposition of the Consideration Shares; and/or (ii) the acquisition or disposition of the Consideration Options and/or the acquisition or disposition of the Icon Shares issuable on exercise of the Consideration Options, as the case may be, and Icon does not give any opinion nor make any representation to the Undersigned with respect to the tax

- consequences to the Undersigned under federal, state, provincial, local or foreign tax laws that may apply to any such acquisitions or dispositions;
16. the Consideration Securities may be subject to escrow requirements as set out in section 2.7 of the Agreement;
 17. the decision to execute this Agreement and (i) acquire the Consideration Shares; or (ii) terminate the Undersigned's City View Options and acquire the Consideration Options, as the case may be, has not been based upon any oral or written representation as to fact or otherwise made by or on behalf of Icon, other than as set out in the Agreement or as published by Icon in the public domain;
 18. any resale of the Consideration Shares and/or the Icon Shares issuable on exercise of the Consideration Options, as the case may be, by the Undersigned will be subject to resale restrictions contained in Applicable Securities Laws and it is the responsibility of the Undersigned to find out what those restrictions are and to comply with such restrictions before selling any of the Consideration Shares and/or Icon Shares issuable on exercise of the Consideration Options, as the case may be;
 19. the Undersigned has been advised to consult the Undersigned's own legal, tax and other advisors with respect to the merits and risks of the acquisition of the Consideration Shares and/or Consideration Options and the Icon Shares issuable on exercise of the Consideration Options, as the case may be, and applicable resale restrictions, and the Undersigned is solely responsible (and Icon is in no way responsible) for compliance with applicable resale restrictions with respect to the Consideration Shares and/or Icon Shares issuable on exercise of the Compensation Options, as the case may be;
 20. the Undersigned has not authorized any person to act as broker or finder or in any other similar capacity in connection with the transactions contemplated by this Agreement, that in any manner may or will impose liability on City View or Icon;
 21. the Undersigned and its advisor(s) have had a reasonable opportunity to ask questions of and receive answers from Icon in connection with the acquisition of the Consideration Shares and/or Consideration Options, as the case may be, and to obtain additional information from Icon to the extent possessed or obtainable by Icon without unreasonable effort or expense;
 22. the Undersigned: (a) has adequate net worth and means of providing for its current financial needs and possible personal contingencies, (b) has such knowledge and experience in business matters as to be capable of evaluating the merits and risks of its prospective investment in the Consideration Shares and/or the Consideration Options, as the case may be; (c) has no need for liquidity in this investment, and (d) is able to bear the economic risks of its prospective investment and can afford the complete loss of such investment;
 23. except as set out in the Agreement, no person has made to the Undersigned any written or oral representations:
 - (a) that any person will resell or repurchase any of the Consideration Securities,
 - (b) that any person will refund the purchase price of any of the Consideration Securities, or
 - (c) as to the future price or value of any of the Consideration Securities;

- 24. no securities commission or similar regulatory authority has reviewed or passed on the merits of the Consideration Shares and/or the Consideration Options and the Icon Shares issuable on exercise of the Consideration Options, as the case may be;
- 25. if applicable, any certificates representing the Consideration Shares and/or the Consideration Options and the Icon Shares issuable on exercise of the Consideration Options, as the case may be, to be issued to the Undersigned will bear the legends required by Applicable Securities Laws;
- 26. except as previously disclosed to Icon, the Undersigned is not a “non-resident” of Canada within the meaning of the Tax Act;
- 27. the address of the Undersigned set out below is the sole address of the Undersigned as of the Effective Date and will be the sole address of the Undersigned as of the Closing Date unless the Undersigned provides written notice of a change of address to Icon prior to the Closing; and
- 28. to the knowledge of the Undersigned, no representation or warranty of the Undersigned contained in the Agreement, including this Schedule “B”- Securityholder Certificate, contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained therein or herein not misleading.

IN WITNESS WHEREOF, the Undersigned has executed this Certificate as of the Effective Date.

<p>TO BE COMPLETED IF AN INDIVIDUAL SECURITYHOLDER:</p> <p>_____</p> <p><i>Name of Securityholder (Please Print)</i></p> <p>_____</p> <p><i>Signature</i></p> <p>_____</p> <p><i>Address (Please Print)</i></p> <p>_____</p> <p><i>E-Mail Address</i></p> <p>() _____</p> <p><i>Telephone Number</i></p>

OR

<p>TO BE COMPLETED IF SECURITYHOLDER IS A CORPORATION, PARTNERSHIP OR TRUST:</p> <p>_____</p> <p><i>Name of Securityholder (Please Print)</i></p> <p>_____</p> <p><i>Signature of Authorized Signatory</i></p> <p>_____</p> <p><i>Name and Title of Authorized Signatory (Please Print)</i></p> <p>_____</p> <p><i>Address (Please Print)</i></p> <p>_____</p> <p><i>E-Mail Address</i></p> <p>() _____</p> <p><i>Telephone Number</i></p>

Number of City View Shares Held: _____

Number of City View Options Held: _____

SCHEDULE “C”
to the Securities Exchange Agreement between Icon, City View and
the Securityholders dated December 5, 2018

List of City View’s Assets

- (1) City View Contracts
 - (a) 49 Easton Road lease agreement dated February 8, 2018 between City View and 1985588 Ontario Inc.
 - (b) Option Agreement dated February 8, 2018, between City View and 1985588 Ontario Inc.
 - (c) Service Agreement – Onsite Film Production & Earned Media/Publicity dated August 1, 2018, as amended, between City View and *[name of service provider redacted]*
 - (d) Consulting Services Agreement between City View and *[name of consultant redacted]* dated August 15, 2018.
 - (e) Consulting Services Agreement between City View and *[name of consultant redacted]* dated September 1, 2018.
 - (f) Consulting Services Agreement between City View and *[name of consultant redacted]* dated September 1, 2018.
 - (g) Consulting Services Agreement between City View and *[name of consultant redacted]* dated October 29, 2018.
 - (h) Mutual Shares Issuance Agreement to be executed prior to the Closing Date.
- (2) ACMPR Licence application
- (3) Extraction-related assets acquired pursuant to the Asset Purchase Agreement dated August 17, 2018, between City View and *[name of vendor redacted]*

SCHEDULE “D”
to the Securities Exchange Agreement between Icon, City View and
the Securityholders dated December 5, 2018

List of City View’s Liabilities

- (1) Financial obligations owing under the 49 Easton Road lease agreement dated February 8, 2018 between City View and 1985588 Ontario Inc.
- (2) Builder’s Line of Credit for up to \$1,500,000, to be executed prior to the Closing Date.

SCHEDULE “E”
to the Securities Exchange Agreement between Icon, City View and
the Securityholders dated December 5, 2018

Contact Information of Public Officials Regarding Indirect
Collection of Personal Information

Alberta Securities Commission

Suite 600, 250 – 5th Street SW
Calgary, Alberta T2P 0R4
Telephone: 403-297-6454
Toll free in Canada: 1-877-355-0585
Facsimile: 403-297-2082
Public official contact regarding indirect collection of
information: FOIP Coordinator

The Manitoba Securities Commission

500 – 400 St. Mary Avenue
Winnipeg, Manitoba R3C 4K5
Telephone: 204-945-2561
Toll free in Manitoba 1-800-655-5244
Facsimile: 204-945-0330
Public official contact regarding indirect collection of
information: Director

Government of Newfoundland and Labrador
Financial Services Regulation Division

P.O. Box 8700
Confederation Building
2nd Floor, West Block
Prince Philip Drive
St. John's, Newfoundland and Labrador A1B 4J6
Attention: Director of Securities
Telephone: 709-729-4189
Facsimile: 709-729-6187
Public official contact regarding indirect collection of
information: Superintendent of Securities

Nova Scotia Securities Commission

Suite 400, 5251 Duke Street
Duke Tower
P.O. Box 458
Halifax, Nova Scotia B3J 2P8
Telephone: 902-424-7768
Facsimile: 902-424-4625
Public official contact regarding indirect collection of
information: Executive Director

British Columbia Securities Commission

P.O. Box 10142, Pacific Centre
701 West Georgia Street
Vancouver, British Columbia V7Y 1L2
Inquiries: 604-899-6854
Toll free in Canada: 1-800-373-6393
Facsimile: 604-899-6581
Email: FOI-privacy@bcsc.bc.ca
Public official contact regarding indirect collection of
information: FOI Inquiries

Financial and Consumer Services Commission (New Brunswick)

85 Charlotte Street, Suite 300
Saint John, New Brunswick E2L 2J2
Telephone: 506-658-3060
Toll free in Canada: 1-866-933-2222
Facsimile: 506-658-3059
Email: info@fcnb.ca
Public official contact regarding indirect collection of
information: Chief Executive Officer and Privacy Officer

Government of the Northwest Territories
Office of the Superintendent of Securities

P.O. Box 1320
Yellowknife, Northwest Territories X1A 2L9
Telephone: 867-767-9305
Facsimile: 867-873-0243
Public official contact regarding indirect collection of
information: Superintendent of Securities

Government of Nunavut
Department of Justice

Legal Registries Division
P.O. Box 1000, Station 570
1st Floor, Brown Building
Iqaluit, Nunavut X0A 0H0
Telephone: 867-975-6590
Facsimile: 867-975-6594
Public official contact regarding indirect collection of
information: Superintendent of Securities

Ontario Securities Commission

20 Queen Street West, 22nd Floor
 Toronto, Ontario M5H 3S8
 Telephone: 416-593- 8314
 Toll free in Canada: 1-877-785-1555
 Facsimile: 416-593-8122
 Email: exemptmarketfilings@osc.gov.on.ca
 Public official contact regarding indirect collection of
 information: Inquiries Officer

Prince Edward Island Securities Office

95 Rochford Street, 4th Floor Shaw Building
 P.O. Box 2000
 Charlottetown, Prince Edward Island C1A 7N8
 Telephone: 902-368-4569
 Facsimile: 902-368-5283
 Public official contact regarding indirect collection of
 information: Superintendent of Securities

Autorité des marchés financiers

800, Square Victoria, 22e étage
 C.P. 246, Tour de la Bourse
 Montréal, Québec H4Z 1G3
 Telephone: 514-395-0337 or 1-877-525-0337
 Facsimile: 514-864-6381
 Email: financementdessocietes@lautorite.qc.ca
 Public official contact regarding indirect collection of
 information: Secrétaire générale

Financial and Consumer Affairs Authority of Saskatchewan

Suite 601 – 1919 Saskatchewan Drive
 Regina, Saskatchewan S4P 4H2
 Telephone: 306-787-5842
 Facsimile: 306-787-5899
 Public official contact regarding indirect collection of
 information: Director

Government of Yukon**Department of Community Services**

Office of the Superintendent of Securities
 307 Black Street
 Whitehorse, Yukon Y1A 2N1
 Telephone: 867-667-5466
 Facsimile: 867-393-6251
 Email: securities@gov.yk.ca
 Public official contact regarding indirect collection of
 information: Superintendent of Securities