

Form 62-103F1

Required Disclosure under the Early Warning Requirements

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

Item 1 – Security and Reporting Issuer

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

Common shares (“Shares”)

**City View Green Holdings Inc. (“Issuer”)
132-1173 Dundas St. East
Toronto, ON M4M 3P1**

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

Not applicable.

Item 2 – Identity of the Acquiror

- 2.1 State the name and address of the acquiror.

**Infusion Works Inc. (“Acquiror”)
Unit 6 – 2110 Williams Parkway East
Brampton, Ontario L6S 5X6**

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

On April 30, 2020, the Issuer closed its asset purchase transaction (the “Transaction”) with the Acquiror. Pursuant to the Transaction, the Issuer acquired all or substantially all of the assets of the Acquiror, the Acquiror agreed to pay a deposit to the Issuer to be used towards the purchase of certain new food manufacturing equipment, and agreed to assign to the Issuer the economic benefit of all existing contracts and future contracts or the contracts themselves at the time the Issuer receives a Health Canada licence under the Cannabis Act (the “Licence”). In consideration, the Issuer issued to the Acquiror an aggregate of 46,462,114 Shares (the “Consideration Share”), issuable in three tranches. In addition, at the time of the third tranche, the Issuer shall issue to the Acquiror such number of shares (the “Adjustment”, and together with the Consideration Shares, the

“Acquisition”) equal to 19.99% of the amount by which the issued and outstanding number of Shares on the date of issuance of the third tranche exceeds the sum of 232,926,785 and the number of Shares issued under the offering (the “Offering”), whose terms were announced in the press releases of the Issuer dated April 21, 2020 and April 30, 2020.

2.3 State the names of any joint actors.

Not applicable.

Item 3 – Interest in Securities of the Reporting Issuer

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

Immediately prior to the completion of the Transaction, the Acquiror beneficially owned or exercised control or direction over nil Shares, representing nil% of the issued and outstanding Shares (on both a diluted and undiluted basis). Following completion of the Transaction, the first tranche of Shares, being 9,042,422 Shares of the Issuer, was issued to the Acquiror, the second tranche of Shares, which is expected to be issued not later than June 30, 2020, shall consist of 13,938,6325 Shares, and the third tranche of Shares, which shall be issued upon the Issuer’s receipt of the Licence, shall consist of 23,231,057 Shares. Following the Acquisition, which for clarity includes all three tranches, the Acquiror shall beneficially own or exercise control or direction over 45,962,114 Shares, representing approximately 18.87% of the issued and outstanding Shares on both an undiluted and diluted basis, assuming no further Shares are issued under the Offering than as disclosed in the Issuer’s press release dated April 30, 2020.

The aggregate number of Shares issued to the Acquiror is subject to the Adjustment, as described in Item 2.2., which will be determined at the time of the third tranche.

In addition, the Issuer and the Acquiror have entered into a profit sharing agreement pursuant to which the Issuer shall pay to the Acquiror 10% of EBIT for a period of three (3) years commencing on the date of receipt of the Licence, payable in Shares at a price equal to the fifteen (15) day volume weighted average price of the Shares on the CSE prior to the applicable period.

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

The Acquiror acquired ownership of the Shares. See item 3.1

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

Not applicable.

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

See Items 3.1 and 3.2.

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

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

See Items 3.1 and 3.2.

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

Not applicable.

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

Not applicable.

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

Not applicable.

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

Not applicable.

State if the securities lending arrangement is subject to the exception provided in section 5.7 of NI 62-104.

Not applicable.

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

Not applicable.

Item 4 – Consideration Paid

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

See Item 4.2.

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

The Acquiror acquired the Shares pursuant to an asset purchase agreement wherein the Acquiror sold all or substantially all of its assets to the Issuer in consideration for the Issuer issuing the 46,462,114 Shares to the Acquiror. The Shares acquired had a deemed value of \$0.05 per share and \$2,323,105.70 in the aggregate.

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

Not applicable.

Item 5 – Purpose of the Transaction

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

- (a) the acquisition of additional securities of the reporting issuer, or the disposition of securities of the reporting issuer;
- (b) a corporate transaction, such as a merger, reorganization or liquidation, involving the reporting issuer or any of its subsidiaries;

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

The Acquiror acquired the Common Shares pursuant to an asset purchase agreement wherein the Acquiror sold certain of its assets to the Issuer in consideration for the Issuer issuing 46,462,114 Common Shares to the Acquiror. The Common Shares acquired had a deemed value of \$0.05 per share and \$2,323,105.70 in the aggregate.

Subject to compliance with applicable securities laws, the Acquiror reserves their right to purchase additional securities of the Issuer or to dispose of any securities of the Issuer that it may own, from time to time.

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

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

Pursuant to the terms of the Finder's Agreement, the Acquiror and the finder agreed that the Acquiror would pay to the finder a fee composed of 500,000 Shares in full and final payment and satisfaction of the finder's fee for services. The 500,000 Shares are to be transferred to the Finder in two (2) tranches, subject to deposit in escrow, 250,000 Shares on Closing of the Transaction and 250,000 Shares upon the Issuer's receipt of the Licence.

Item 7 – Change in Material Fact

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

Not applicable.

Item 8 – Exemption

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

Not applicable.

Item 9 – Certification

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

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

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

Certificate

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

Date – May 4, 2020

Infusion Works Inc.

.....*"Donald Robinson"*.....

Donald Robinson, President & CEO