

**CONSENT RESOLUTION OF THE DIRECTORS  
OF  
LKP SOLUTIONS INC.**

DATED as of June 31, 2017.

We, the undersigned, being all the Directors of the Company hereby consent to and adopt in writing the following resolution:

BE IT RESOLVED THAT:

1. A Private Placement, on the terms set out in the term sheet attached to this resolution as **SCHEDULE "A"**, be and is hereby approved.
2. The agreements in substantially the form attached hereto as Schedule "B" (the "Subscription Agreements") entered into or to be entered into between the places and the Company, together with any amendments thereto as may be approved by the persons authorized by this resolution to execute such Subscription Agreements on behalf of the Company for the private placement of **UP TO 2,000,000 UNITS AT A PURCHASE PRICE OF \$.10 PER UNIT, COMPRISED OF COMMON SHARE AND ONE TWO YEAR SHARE PURCHASE WARRANT EXERCISEABLE AT A PRICE OF \$.20** be and they are hereby approved.
3. An aggregate of **up to 2,000,000** common shares of the Company be and they are hereby authorized to be allotted, issued and delivered to the Placees pursuant to the terms of the Subscription Agreements as fully paid and non-assessable.
4. The Warrants in a form acceptable to the CEO of the Company be and are hereby authorized for issuance pursuant to the terms of the Subscription Agreements. Each warrant shall entitle the holder to purchase an additional common share in the Company, at the price of \$.20 per share for two years after the date of issuance of the warrants.
5. **Up to 2,000,000** of the authorized but unissued common shares of the Company be and they are hereby set aside, reserved and kept available for issuance pursuant to the exercise of the Warrants forming part of units up to and including the expiry date thereof.
6. **Up to 2,000,000** (or such number required after any adjustment), common shares of the Company be and they are hereby authorized to be allotted and issued to the placees as and when they exercise their respective Warrants in accordance with the terms thereof; upon such exercising being effected and payment of the then current exercise price, each such common share shall be issued as fully paid and non-assessable.
7. The Company may pay finders' fees of 10% cash and 10% securities with respect to this placement.

8. Any one director be and is hereby authorized to settle and approve the form of any documents in connection with the foregoing transaction, such authorization to be conclusively evidenced by his/her signature thereon, and to execute all agreements, common instruments and documents, under corporate seal or otherwise, and do all other things on behalf of the Company as may be reasonably necessary (as determined in his sole discretion) or as may be reasonably required or recommended by the Company's solicitors in connection with the foregoing and that the foregoing resolution shall be construed accordingly.
9. These resolutions may be signed in one or more counterparts, each of which so signed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument and notwithstanding the date of actual execution, shall be deemed to bear the date as at the date first written above..

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ROBIN DOW

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PATRICIA PURDY

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PAUL PITMAN

## TERM SHEET

July 31, 2017

### LKP SOLUTIONS INC. CAPITAL POOL CDN \$0.10 UNIT ISSUE TERM SHEET

<b>ISSUER</b>	LKP Solutions Inc. (the "Company" or "LKP").	
<b>OFFERING SIZE</b>	Maximum: \$200,000	
<b>OFFERING</b>	The offering consists of a maximum of 2,000,000 "POST CONSOLIDATED" units ("PC Unit") through a non-brokered private placement made solely to Accredited Investors or close friends and business associates of the Company. No offering memorandum will be provided. Each PC Unit consists of one Common Share and one full share purchase warrant (Warrant) which shall entitle the holder to acquire one Common Share at a price of \$0.20 for a period which shall expire two years from the date of distribution.	
<b>POST CONDOLIDATION</b>	It is anticipated that when LKP enters into an agreement with a Target company that the shares of LKP will be rolled back. The Units offered under this offering will not be subject to roll back, and will only be issued upon completion of the contemplated share exchange with the Target.	
<b>CAPITAL POOL</b>	LKP is raising funds for working capital to acquire a Target company in the marijuana space in North America.	
<b>OFFERING PRICE</b>	\$0.10 per Unit.	
<b>JURISDICTIONS</b>	The private placement of Units will be made to Accredited Investors or under the Close Friends and Business Associates exemption in the provinces of British Columbia, Alberta and Ontario and other such jurisdictions as the Company may permit and in the United States by way of Rule 144A.	
<b>HOLD PERIOD</b>	The common shares will be subject to a 4 month plus one day hold period commencing on the day after the Closing Date. Any Common Shares issued to purchasers in the United States will be subject to such additional hold periods as may be prescribed under the laws of the United States.	
<b>CAPITAL STRUCTURE</b>	LKP Shares issued	16,407,054
	Warrants	<u>206,000</u>
	Total	16,613,054
<b>WIRING INSTRUCTIONS</b>	Recipient Bank:	Royal Bank of Canada
	Bank Address:	2403 Marine Drive, West Vancouver, BC V7L 1L3
	Swift Code:	ROYCCAT2
	Canadian Bank Number:	0003
	Bank Transit Number:	08440
	CAD\$ Account #:	100-807-7
	Account Name:	LKP Solutions Inc.
<b>CLOSING DATE</b>	As decided by the board of Directors.	